

**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 (“AVED”)

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. 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 Steward, defined below, in compliance with the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") with respect to public bodies and in compliance with the *Personal Information Protection Act* ("PIPA") with respect to private bodies. 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 AVED currently collect personal information under authorities contained in section 26 of the FOIPPA and 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 section 26 of the FOIPPA and in the *School Act* and the *Independent School Act*.

Private post-secondary institutions, governed by the *Private Training Act* ("PTA"), currently collect personal information under the authority of the PTA (e.g. Sec. 61 (1)) and PIPA (e.g. Part 4).

The information is used to provide educational programming, conduct research and program evaluation/improvement, track students as they progress through the K-12 and post-secondary systems, plan programs, structure institutions and allocate resources. MED, AVED, 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 and private 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 records that have been combined such that the combined data reflects the attributes of a group rather than an individual.

**"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, British Columbia school districts, and the British Columbia Council on Admissions and Transfer.

**"contributing institutions"** means all public or private post-secondary education institutions in British Columbia that have contributed, or are currently contributing, to the 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 of Art + Design, Justice Institute of British Columbia, Kwantlen Polytechnic University, Langara College, Native Education 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 Parties (with respect to the personal information which they disclose to the Data Steward) and the Steering Committee (with respect to the aggregated data)

“**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.

“**Data Steward**” means the organizational unit 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 for the purposes of the Student Transitions Project, and ensuring data quality. The data steward is listed in Appendix 7 of this Agreement.

“**identifiable data**” means the finest detail of data collected, including personal information with personal identifiers that have not been encrypted. This data exists for a time-limited period to match records.

“**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 other than business contact information.

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

“**research universities**” means UBC, UVIC, SFU and UNBC.

“**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 shall be posted on the Student Transitions Project secure website. The Parties will disclose personal information that they have in their possession to the Data Steward. The personal information attributes established by the Steering Committee as of the date of this Agreement are attached as Appendix 6.

#### 4. Disclosure and Ownership of Personal Information

- 4.1 The authorities for disclosure by the parties to the Data Steward of this Agreement are Sections 33.1(1) (c), 33.2 (a) and 33.2 (l) of the FOIPPA.

- 4.2 Section 33.1(1)(c)

The personal information provided to the Data Steward is disclosed in accordance with the following Acts that require its disclosure: the *University Act*, *College and Institute Act*, *Royal Roads University Act*, *Thompson Rivers University Act*, *School Act* and pursuant to Ministerial Order M152/89.

- 4.2 Section 33.2(a)

The personal information provided to the Data Steward 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*, *Private Training Act*, and *School Act*, as required by section 33.2(a) and 34 of the FOIPPA and part 4 of PIPA. It will be used to create 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(l)

The personal information shared under this agreement is also necessary for the purposes of planning or evaluating a program or activity pursuant to section 33.2(l) of the FOIPPA. The personal information disclosed under this Agreement will be used to conduct research, program evaluation, planning and improvements within the 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: Protection of Personal Information when Reporting on Small Populations. Disclosures of anonymized 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 AVED 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 four research 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 four research universities, contributing institutions, MED and AVED have joint custody 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 custody is exercised by the Steering Committee on behalf of the universities, contributing institutions, MED and AVED.

4.8 Pursuant to section 5.3(a), authorized users, as defined in section 3.1, will have access to all of the anonymized 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 anonymized 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. A limited number of authorized users will have access to identifiable and/or anonymized data under certain conditions to support the STP and achieve the purposes set out in section 2 of this Agreement.

## 5 Use of Personal Information and Data Management

5.1 The personal information disclosed to the Data Steward 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 Steward shall be used in aggregate form except under specific conditions approved by the Steering Committee, as per section 5.3(c) of this Agreement, where anonymized or identifiable data may be used

for a limited time 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 AVED, 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 CDW-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. The committee will:
- (a) in consultation with ministry privacy advisors determine the conditions under which the authorized users may use any data disclosed under this Agreement;
  - (b) in consultation with ministry privacy advisors, and on an as-needed basis, schedule compliance reviews concerning a user's data protection plan and/or the user's deletion and unrecoverability of any data;
  - (c) evaluate all requests, including extensions, for access to use the data, in consultation with ministry privacy advisors as needed; research proposals by non-authorized users must specify the intended use of the data, including the public benefit to be derived from such use, and any proposed disclosure or publication of the aggregate or 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 Steward 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 ministry privacy advisors for assessment and approval any proposed collection, use or disclosure of such information to ensure compliance with the provisions of the FOIPPA and PIPA 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 Steward will maintain the anonymized data until the Agreement is terminated under section 9.
- 5.5 If and when the Agreement is terminated, the Data Steward 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 and/or PIPA.
- 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 Steward 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 privacy office 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 Steward 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 Steward.
- 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 ministry privacy advisors 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 data
- and the ministry privacy advisors will immediately inform the other authorized users of the circumstances, incidents or events reported to it.
- 7.4 The Data Steward agrees that:
- (a) all data stored by it as Data Steward will be stored in Canada and accessed only in Canada pursuant to section 30.1 of the FOIPAA;
  - (b) as Data Steward it is responsible for anonymizing the information for subsequent disclosure to the authorized users;
  - (c) the identifiable and/or anonymized data will be securely stored in its information technology infrastructure;
  - (d) only authorized employees and service providers, and designated STP staff carrying out approved STP projects will have access to the identifiable or anonymized data; and,
  - (e) any access to the identifiable or anonymized data will be under controlled circumstances, with full security 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 identifiable, anonymized and/or unmasked aggregate data must sign a confidentiality agreement attached as Appendix 2(a) and (b) and forming part of this Agreement.
- 7.7 Personally identifiable data will be securely transmitted to the Data Steward.

## **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 Data Steward is responsible for the custody and security of the identifiable,

- anonymized and/or unmasked aggregate 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 ministry privacy advisors; the departments responsible for information and privacy at UBC, SFU, UVIC and UNBC 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 8 – 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 identifiable and 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 every two years by the Steering Committee.

## **10. Term of Agreement**

- 10.1 This Agreement will be in force for a period of 10 years, during the period commencing on the date all Parties have signed the Agreement until terminated in accordance with section 9.
- 10.2 This agreement is renewable for subsequent 10 year terms upon agreement of the Parties, as represented by the Steering Committee. At the time of the renewal the Parties, as represented by the Steering Committee, may modify the Agreement and such amendments will be listed in Appendix 8 of the Agreement.

## **11. Agreement Contacts**

Director, Research and Analysis, Ministry of Advanced Education;  
Director, Data and Information Use, 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

a) For Ministry and Post-secondary Employees

b) For School District Employees

Appendix 3 – Disclosure and Management of Unmasked Personal Information

Appendix 4 – Research Agreement

Schedule A to Appendix 4 – Compliance Certificate

Appendix 5 – Steering Committee Terms of Reference

Appendix 6 - STP Data Specifications

Appendix 7 – Data Steward

Appendix 8 – Amendments

**Agreed to on behalf of MED:**

*ORIGINAL SIGNED BY*  
Gerald Morton, Director,  
Information Branch

May 31, 2007  
Date

**Agreed to on behalf of AVED:**

*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 AVED are further required to protect personal information through the requirements of the Information Incident Management Policy.

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 where the breach is discovered and the BC government central privacy office. 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 BC government central privacy office.)

**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 BC government central privacy office. If this notification is made by letter, it should be reviewed by the BC government central privacy office prior to being sent.

**STEP 5. INVESTIGATE:** The BC government central privacy office 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 program area Director/Manager of the Party in which the breach occurred will report the detail of the breach of privacy and remedial steps to the Steering Committee.

**STEP 7. PREVENT:** AVED will report the remedial action taken to the BC government central privacy office and work with that office and the relevant program area to implement recommendations for preventing future breaches.

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

**AFFECTED PERSONNEL AND AGENTS:**

This protocol applies to all Parties.

**APPENDIX 2a – CONFIDENTIALITY AGREEMENT  
For Ministry and Post-Secondary Institutions**

**1. User Identification**

Name: \_\_\_\_\_

Institution: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Access requested** (*check one or both, as applicable*):

Central Data Warehouse

Student Transitions Project

**3. Agreement**

I, the undersigned, am currently employed by \_\_\_\_\_ and as such require access to CDW and/or STP data collected under the System-Wide Student Enrolment Data Information Sharing Agreement.

As a condition of my access to this data, I agree to the following terms:

1. I will not share raw data (pivot tables) or my user ID/password with unauthorized users.  
*(You may share results of analyses, such as reports produced from pivot tables, provided that the results do not identify individual students.)*
2. I will only use the data for research purposes, to carry out the duties of my employment.
3. Reports using the data will be prepared so as to not identify individuals. Small cell counts will be masked according to BC government policy: [http://www.bced.gov.bc.ca/policy/policies/persinfo\\_foi\\_smallpop.htm](http://www.bced.gov.bc.ca/policy/policies/persinfo_foi_smallpop.htm).
4. If I intend to publish a report using data from the CDW or STP, I will provide the draft report to the Ministry responsible for post-secondary education ("The Ministry") with a description of how the data have been used in the report. If the report identifies individual institutions, a copy will also be provided to the institutional research directors of each institution identified in the report. The Ministry and institutional research directors will have 14 calendar days to review and comment on the report before it is released publicly. Published reports using CDW or STP data must indicate the source of the data, the date on which the data was obtained, how the data was used, and the organization responsible for the report.
5. I will store the data securely, following my institution policy. If I become aware of unauthorized access to the data, I will immediately notify the Ministry.
6. The Ministry may carry out on-site visits or other inspections to ensure the terms and conditions of this agreement are being followed.
7. My obligations under this agreement will survive the termination of my employment. Failure to comply with this confidentiality agreement may result in disciplinary or legal action against me.

**I have read, understand and will abide by the terms of this confidentiality agreement:**

\_\_\_\_\_  
**Signature of User**

\_\_\_\_\_  
**Date**

**APPENDIX 2b – CONFIDENTIALITY AGREEMENT  
For School Districts**

**1. User Identification**

Name: \_\_\_\_\_

School District: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Access requested:**

Student Transitions Project data

**3. Agreement:**

I, the undersigned, am currently employed by \_\_\_\_\_ and as such request access to STP data collected under the STP Information Sharing Agreement.

As a condition of my access to this data, I agree to the following terms:

1. I will not share raw data (pivot tables) with unauthorized users.  
*(You may share results of analyses, such as reports produced from pivot tables, provided that the results do not identify individual students.)*
2. I will only use the data for research purposes, to carry out the duties of my employment.
3. Reports using the data will be prepared in a way that does not identify any individual. Small cell counts will be masked according to BC government policy [http://www.bced.gov.bc.ca/policy/policies/persinfo\\_foi\\_smallpop.htm](http://www.bced.gov.bc.ca/policy/policies/persinfo_foi_smallpop.htm).
4. If I intend to publish a report using STP data, I will provide the draft report to the Ministry responsible for education (“The Ministry”) with a description of how the data have been used in the report. If the report identifies individual institutions, a copy will also be provided to the institutional research directors of each institution identified in the report. The Ministry and institutional research directors will have 14 calendar days to review and comment on the report before it is released publicly. Published reports using STP data must indicate the source of the data, the date on which the data was obtained, how the data was used, and the organization responsible for the report.
5. If I intend to publish a report using data from the STP, I will provide the draft report to the STP Steering Committee with a description of how the data have been used in the report. The STP Steering Committee will be given at least 14 calendar days to review the report and provide comments before the report is published. Published reports using STP data must indicate the source of the data, the date on which the data was obtained, how the data was used, and the organization responsible for the report.
6. I will follow the STP Data Use and Reporting Protocol: [http://www.aved.gov.bc.ca/student\\_transitions/documents/reporting\\_protocol.pdf](http://www.aved.gov.bc.ca/student_transitions/documents/reporting_protocol.pdf)
7. I will store the data securely, following my institution policy. If I become aware of unauthorized access to the data, I will immediately notify the Ministry.
8. The Ministry may carry out on-site visits or other inspections to ensure the terms and conditions of this agreement are being followed.
9. My obligations under this agreement will survive the termination of my employment. Failure to comply with this confidentiality agreement may result in disciplinary or legal action against me.

**I have read, understand and will abide by the terms of this confidentiality agreement:**

\_\_\_\_\_  
**Signature of User**

\_\_\_\_\_  
**Date**

### APPENDIX 3 – DISCLOSURE AND MANAGEMENT STP DATA

The Parties hereby agree that STP data, either in identifiable, anonymized or aggregate form, as defined in section 3.1 may be disclosed to authorized users under the following conditions:

1. Only a limited number of individuals will have access to identifiable or anonymized data. This includes STP staff who conduct data quality checks and/or approved STP projects and who require this level of access to carry out their employment duties.
2. Employees/secondees/graduate research assistants and service providers of institutions and education ministries who will have access to the anonymized or identifiable data must sign the Confidentiality Agreement attached as Appendix 2 of the Agreement.
3. STP data, whether in identifiable, anonymized or aggregate form, will only be used or disclosed for the purposes set out in Sections 4.2 and 4.3 of the Agreement.
4. 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 in accordance with BC government policy:  
[http://www.bced.gov.bc.ca/policy/policies/persinfo\\_foi\\_smallpop.htm](http://www.bced.gov.bc.ca/policy/policies/persinfo_foi_smallpop.htm). 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,
5. Information disclosed under this Agreement will not be used to make any decisions respecting an individual.

**APPENDIX 4 – RESEARCH AGREEMENT**

**Purpose:** Academic Researchers and contractors working on behalf of a British Columbia public post-secondary institution or institutional consortia may access data from the Student Transitions Project (STP) for research purposes in accordance with the STP Data Access Policy [http://www.aved.gov.bc.ca/student\\_transitions/documents/DataAccessPolicy.pdf](http://www.aved.gov.bc.ca/student_transitions/documents/DataAccessPolicy.pdf) . This Research Agreement formalizes the terms and conditions under which these users are authorized to access STP data, in accordance with the *Freedom of Information & Protection of Privacy Act*, RSBC 1996, c. 165. The Research Agreement becomes a legally binding agreement upon being signed by the ministries responsible for education and advanced education (the Ministries) and the user.

**Instructions:** Completed agreements shall be submitted to:

STP SECRETARIAT  
Ministry responsible for advanced education  
PO Box 9870 STN PROV GOVT  
Victoria BC V8W 9H1  
  
Telephone: (250) 387-3525  
Facsimile: (250) 387-1377

**PART A: Identification of Users**

Name of organization: \_\_\_\_\_

Please provide the following information for each individual that requires access to STP data for research purposes.

First name: \_\_\_\_\_  
Last name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

(Add pages as necessary to identify additional individuals)

**PART B: Scope of the Research Project**

Describe the research project being undertaken, including research question(s), objectives and deliverables of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe how the STP will be used to achieve the objectives of the research project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify any stakeholders and/or partners involved, and what role they will have in the research project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART C: Scope of Data Requested**

Identify the specific STP data requested (Add additional rows as required). For information about the STP File Specifications contact the STP Secretariat.

Data Element (s)	Time Period(s)

**Type of Data:**

Note: Per the STP Data Access Policy, institutional contractors are authorized to access aggregate data; Academic Researchers may be granted access to identifiable data for projects certified by an ethics board, upon approval of the STP Steering Committee.

\_\_\_\_\_ anonymized    \_\_\_\_\_ identifiable    \_\_\_\_\_ aggregate

If access to identifiable data is requested, please provide rationale below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Notwithstanding the above, access will be given **only** to data elements approved for access by the STP Steering Committee.
- Any requests for changes or additions to this list after the Research Agreement is submitted should be made in writing and will require approval from the STP Steering Committee.

**PART D: Duration of Access Requested**

Access to STP data is being requested from \_\_\_\_\_ to \_\_\_\_\_.

Note: Access to the data will be limited to a term decided on a case-by-case basis by the Ministries. Any request for extension of the duration of access will be made in writing and require approval from the STP Steering Committee.

**PART F: Terms and Conditions of Access and Use**

Access and use of STP data is authorized for the individuals identified in Part A under the following terms and conditions:

- Use of STP data will be limited to research described in Part B.
- Use of STP data must be consistent with the purpose for which it was collected – to understand, improve and plan for K-12 to post-secondary student transitions. STP data will not be used to make decisions about an individual.
- Users will not attempt to identify an individual through STP data by any means, whether through personal identifier (e.g. Provincial Education Number or student number) or by other known characteristics of an individual.
- The STP data will be stored and accessed only in Canada.



**PART H: Ministry Authorization**

The Ministries authorize the individuals identified in Part A of this agreement to have access to STP data under the terms and conditions identified in Part F. This agreement will be in force from \_\_\_\_\_ to \_\_\_\_\_ unless terminated sooner in accordance with Part G.

\_\_\_\_\_  
Signature of Ministry Representative  
(AVED)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Ministry Representative  
(MED)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Schedule A  
Student Transitions Project  
Compliance Certificate**

This Compliance Certificate must be completed upon the expiry of the time period required to access and use data from the Student Transitions Project (STP).

Users working on site within the British Columbia government or at an STP-contributing public institution are not required to complete this certificate, as they are responsible for the destruction of records pursuant to their institution policy.

I, \_\_\_\_\_, confirm that I have abided by the terms and conditions as set forth in the Research Agreement with the Ministry responsible for advanced education.

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 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\_\_.**

<b>SIGNED, SEALED &amp; DELIVERED by</b> _____ <b>User Name</b> _____ <b>Organization</b> _____ <b>IN the PRESENCE of:</b> _____ <b>Name of Witness</b> _____ <b>Position</b> _____ <b>Organization</b> _____	_____ <b>[USER SIGNATURE]</b>
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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 (AVED), 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 contributing institutions;
- (c) One representative of the British Columbia Council on Admissions and Transfer (BCCAT), selected by BCCAT executive;
- (d) AVED’s Executive Director, Audit and Accountability Branch (*ex officio*); and,
- (e) MED’s Director, Data and Information Use 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) Establish Student Transitions Project policies;
- (b) Determine the policy-related research questions which will guide research and analysis of data disclosed under the Agreement;
- (c) Determine how the parties may use the data disclosed under the Agreement;
- (d) 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;
- (e) Consult with ministry privacy advisors with respect to requests for access to the data;
- (f) Establish procedures to safeguard the transmission of personal information provided to the Data Steward under the Agreement;
- (g) Review what personal information, as listed in sections 3.2 to 3.4 inclusive of the Agreement, is required from each party;
- (h) Review the timelines, methods and procedures for the transmission of data under the Agreement;
- (i) 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;
- (j) Consult with ministry privacy advisors 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;
- (k) Appoint subcommittees as necessary, to provide advice to the committee;
- (l) 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,
- (m) In consultation with ministry privacy advisors, conduct or arrange for 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:**

The Ministry of Advanced Education will provide operational and administrative support for the activities of the Committee, including:

- (a) Maintaining an up-to-date record of Committee meeting minutes;
- (b) Maintaining a current list of Committee members;
- (c) In consultation with other Committee members as appropriate, setting the Committee agenda; and
- (d) Under the direction of ministry privacy advisors, 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 as-needed, 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 conference call or video link.

**7. DELEGATES:**

Each committee member may assign a designated delegate who from time to time will attend meetings or vote on their behalf.

**8. 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 or provide notice that his or her designated delegate will vote on their behalf. The notice may be provided by e-mail mail to all other members of the Committee.

**9. MEMBERSHIP TERM:**

Steering Committee members shall be appointed for a five-year term, with the option to renew for a second five-year term. The Committee member's successor will typically be his or her designated delegate.

**10. FEES AND EXPENSES:**

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

**11. 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.

**12. 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.

**13. 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**

<b>PARTY(IES)</b>	<b>REPRESENTATIVE</b>
University of British Columbia (UBC), Simon Fraser University (SFU), University of Victoria (UVic), University of Northern British Columbia (UNBC)	Tony Eder, Executive Director Academic Resource Planning University of Victoria Phone: (250) 721-7584 E-mail: <a href="mailto:teder@uvic.ca">teder@uvic.ca</a>
Post-Secondary Central Data Warehouse Contributing Institutions <sup>1</sup>	Brian Beacham, Director Institutional Research and Planning Vancouver Community College Phone: (604) 871-7000 E-mail: <a href="mailto:bbeacham@vcc.ca">bbeacham@vcc.ca</a>
British Columbia Council on Admissions and Transfer	Robert Adamoski, Director, Research and Admissions Phone: (604) 412-7790 E-mail: <a href="mailto:radamoski@bccat.ca">radamoski@bccat.ca</a>
Ministry of Advanced Education	Kerry Pridmore, Executive Director Post-Secondary Audit and Accountability Phone: (250) 387-5029 E-mail: <a href="mailto:kerry.pridmore@gov.bc.ca">kerry.pridmore@gov.bc.ca</a>
Ministry of Education	Gerald Morton, Director, Data and Information Use Branch Phone: (250) 216-5774 E-mail: <a href="mailto:gerald.morton@gov.bc.ca">gerald.morton@gov.bc.ca</a>

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<sup>1</sup> 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 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 of Art + Design, Justice Institute of British Columbia, Kwantlen Polytechnic University, Langara College, Native Education 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.

**APPENDIX 6 – STP Data Specifications**

Current STP Data Specifications are kept on file with the Ministry of Education.

**APPENDIX 7 – Data Steward**

Effective upon the signing of this Agreement, the Steering Committee designates the branch of the Ministry of Education that is responsible for K-12 research and reporting as the Data Steward.

**APPENDIX 8 – AMENDMENTS**