

**STUDENT TRANSITIONS PROJECT
INFORMATION SHARING AGREEMENT**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for post-secondary education

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for K-12 education

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.

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 the ministry responsible for post-secondary education 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 ministry responsible for education currently collect personal information under authorities contained in 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. The education ministries, 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, Coast Mountain 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, 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 ministry responsible

for K-12 education 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 education ministries 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, and education ministries 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, and education ministries.

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, 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 the ministry responsible for post-secondary education, a representative of the ministry responsible for education, 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 Analytics, ministry responsible for post-secondary education;
Director, Research and Analytics, ministry responsible for K-12 education;
Director, Institutional Research, University of British Columbia;
Director, Institutional Research, Simon Fraser University;
Director, Institutional Research, University of Victoria;
Director, Institutional Research, 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 – Data Access and Use Agreement

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 the ministry responsible for K-12 education:

ORIGINAL SIGNED BY
Gerald Morton, Director,
Information Branch

May 31, 2007
Date

Agreed to on behalf of the ministry responsible for post-secondary education:

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.

Both education ministries 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: The ministry responsible for post-secondary education 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 2 – Student Transitions Project and Central Data Warehouse
Data Access and Use Agreement**

1. User Identification

Name: _____
Organization: _____
Position: _____
E-mail: _____
BCeID user name: _____

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 in a way that does not identify any individual. Small cell counts will be masked in accordance with BC government policy:
<https://www2.gov.bc.ca/gov/content/education-training/k-12/administration/legislation-policy/public-schools/protection-of-personal-information-when-reporting-on-small-populations>
4. If I intend to publish a report using data from the CDW or STP, I will provide the draft report to 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 organization policy. If I become aware of unauthorized access to the data, I will immediately notify the Ministry.
(Anyone accessing the data, including instances where it has been saved to a local LAN, must have signed this agreement in accordance with data access and privacy requirements).
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 agreement may result in disciplinary or legal action against me.
8. I will be required to sign a new agreement every three years.

I have read, understand and will abide by the terms of this 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: <https://www2.gov.bc.ca/gov/content/education-training/k-12/administration/legislation-policy/public-schools/protection-of-personal-information-when-reporting-on-small-populations>. 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 – STUDENT TRANSITIONS PROJECT RESEARCH AGREEMENT

Purpose: Academic researchers and contractors working on behalf of a British Columbia education ministry, 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](#). 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 education ministries (the Ministries) and the user(s).

Instructions: Completed agreements shall be submitted to:

STP SECRETARIAT
Ministry responsible for post-secondary education
AEST.STPContact@gov.bc.ca

Date:

Project Name:

PART A: Identification of Users

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

Researcher Name:

Organization

Email:

Phone Number:

(Add lines as necessary to identify additional individuals)

PART B: Scope of the Research Project

1. Describe the research project being undertaken, including research question(s), objectives and deliverables of the project.
2. Describe how the STP will be used to achieve the objectives of the research project.
3. 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 and time period. For information about the STP File Specifications contact the STP Secretariat.

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.
- Reports, papers or any other works will be written and/or presented in such a way that no individual can be identified in accordance with government policy for reporting on small populations:
<https://www2.gov.bc.ca/gov/content/education-training/k-12/administration/legislation-policy/public-schools/protection-of-personal-information-when-reporting-on-small-populations>
- Users intending to publish work utilizing STP data will provide a copy of the pre-publication material to the Steering Committee, along with a description of how STP data has been used. Where the report identifies individual post-secondary institutions, the user will also provide a copy of the draft material, along with a description of how the STP data was used, to each of the Registrars of the post-secondary institutions identified in the report(s). The Steering Committee and Registrars will have at least 14 calendar days to review the draft material and methodology and provide comments before publication.
- All published material utilizing STP data must indicate the source of the data; the date upon which the data was obtained and details about how the data was used; and the name of the organization responsible for the report.
- The Steering Committee reserves the right to require that a disclaimer be inserted into the published final report indicating that the interpretation of the data and the views expressed in the report do not necessarily reflect those of the Steering Committee.
- The user is responsible for ensuring that only the individuals specified in Part A will have access to STP data.
- Any copies of the requested data will be kept, in a secure manner, at the following address(es):
- Physical security at the above premises will be maintained by ensuring that the premises are securely locked, except when the user(s) identified in Part A are present.
- Storage media on which STP data resides, and account information that enables access to the data, must meet government security standards as outlined at:
<http://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security>

- The Ministries may carry out on-site visits and other inspections or investigations that it deems necessary to ensure compliance with the terms and conditions of this agreement. Such measures may include, but are not limited to:
 - On-site inspection of premises or computer databases to confirm that adequate security measures are being utilized;
 - Requesting and obtaining copies of any reports, papers or other works utilizing STP data.
- Upon the expiry of the time period in Part D, users will delete the STP data from all storage media and submit a Compliance Certificate (Schedule A) to the STP Secretariat, certifying that the data have been deleted.

PART G: Agreement to the Terms and Conditions

I understand and agree that I am responsible for ensuring complete compliance with these terms and conditions. In the event that I become aware of a breach of any of the terms and conditions of this agreement, I will immediately notify the Ministries in writing. I also understand and agree that a breach of any of the terms and conditions of this agreement may result in termination of my authorization to access STP.

Signature of User

Name

Date

(Note: A signature is required for each individual identified in Part A. Please add additional signature blocks if necessary.)

PART H: Ministry Authorization

The Ministries authorize the individual(s) identified in Part A of this agreement to be authorized user(s) with access to STP data under the terms and conditions identified in Part F. This agreement will be in force once signed to _____, unless terminated sooner in accordance with Part G.

Signature of Ministry Representative

(Ministry responsible for post-secondary education)

Name

Date

Signature of Ministry Representative

(Ministry responsible for K-12 education)

Name

Date

SIGNED, SEALED & DELIVERED by _____ <i>User Name</i> _____ <i>Organization</i> IN the PRESENCE of: _____ <i>Name of Witness</i> _____ <i>Position</i> _____ <i>Organization</i>	_____ [USER SIGNATURE]
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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 education ministries 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) Ministry responsible for post-secondary education’s Director, Research and Analytics (*ex officio*); and,
- (e) Ministry responsible for education’s Director, Education Analytics (*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 responsible for post-secondary 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. If a member is involved in a project or research request, the member will abstain from voting.

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

PARTY(IES)	REPRESENTATIVE
University of British Columbia, Simon Fraser University, University of Victoria, University of Northern British Columbia	Tony Eder, Executive Director University of Victoria Phone: (250) 721-7584 E-mail: teder@uvic.ca
Post-Secondary Central Data Warehouse Contributing Institutions ¹	Gord Stickney, Director Camosun College Phone: (250) 516-2472 E-mail: stickneyg@camosun.ca
British Columbia Council on Admissions and Transfer	Anna Tikina, Chair, Director Phone: (604) 412-7790 E-mail: atikina@bccat.ca
Ministry responsible for post-secondary education	Leila Hazemi, Director Phone: (778) 698-9761 E-mail: Leila.Hazemi@gov.bc.ca
Ministry responsible for K-12 education	Nicole Gardner, Director Phone: (250) 893-7533 E-mail: Nicole.Gardner@gov.bc.ca

¹ 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, Coast Mountain 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, , 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 responsible for K-12 education.

APPENDIX 7 – Data Steward

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

APPENDIX 8 – AMENDMENTS