

APPENDIX A - Technical, Physical, and Administrative Safeguards

This form helps to identify the physical, technical, and administrative safeguards in place that help protect personal information related to the initiative. If a third-party or vendor is involved in the initiative and will be responsible for the collection, use, storage, or disclosure of personal information, provide this form to them to complete.

Once completed, submit this form to foipp@cnc.bc.ca

Contact information:

Name:	Karen Lee	Date:	4/5/2023
Role/title:	Project admin support/Projects Manager		
Organization:	Academica Group Inc.		

Data storage location

Identify the location of the data storage related to the initiative (i.e. London, Ontario):

Academica stores data on Microsoft 365 SharePoint. Only Academica researchers have access to Academica's secure Microsoft 365 SharePoint through individual, password-protected user accounts. The extent of each user's access is determined on a case-by-case basis by office administration. Academica's Microsoft 365 platform is [REDACTED] and data is stored on servers located in Canada.

15(1)(l)

Physical security safeguards

Identify the physical safeguards that protect where the records related to the initiative are stored (Check all that apply. Specify, "Other" if applicable)

Safeguard	Check all that apply
[REDACTED]	<input type="checkbox"/>

15(1)(l)

Technical security safeguards

Describe the elements of technical security that protect where the records for your initiative are stored (e.g. secure passwords, encryption, firewalls, etc.)

Safeguard	
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Administrative safeguards

Describe the elements of administrative security that protect where the records for your initiative are stored (e.g. aliasing, aggregation, policies/procedures, standards of practice, etc.)

Safeguard	
[REDACTED]	■

15(1)(l)

15(1)(l)

APPENDIX B - Information Sharing Agreement

Information Sharing Agreement

For CNC Academic Division Review Survey Research

This agreement is made effective the 6th day of April, 2023 (the "Effective Date")

BETWEEN:

College of New Caledonia

(the "Institution")

AND:

Academica Group Inc.

(the "Contractor")

WHEREAS:

- A. The CNC Academic Division Review Surveys (the "Surveys") include two surveys; the Student Academic Division Review Survey ("Student Survey") and the Employee Academic Division Review Survey ("Employee Survey"). The **Student Survey** provides the institution with survey data from students within the 2022-23 academic year to give an understanding of the ability of the Academic Division to offer the programs, supports, and services students desire in the modality and location that best suits their needs. The **Employee Survey** provides the institution with survey data from employees within the 2022-23 academic year to give an understanding of employee perspectives relative to the Academic Division and the ability of the Academic Division to achieve the goals of the strategic and academic plans. The goal of the **Surveys** are to inform the vision for the future structure and function of the Academic Division, and the role of the regional campuses in supporting student success.
- B. The data elements to be transferred between the Institution and Contractor are outlined in Schedule "A".
- C. The Contractor will conduct the **Surveys** and will provide to the Institution the services agreed upon in the Academic Division Re-Imagining, NRFP 22-008, dated 2023/03/03.
- D. The Contractor's collection, use, and disclosure of **Personal Information** in order to compile, create, compare, analyze, abstract, project, distribute, and/or utilize statistical information respecting **Student** and **Employee** experience and outcomes for the institution will adhere the Privacy Protection Schedule (Schedule "B") as agreed upon in contract # xx and in accordance with the terms and conditions contained in this agreement.

NOW THEREFORE in consideration of the clauses outlined above, the parties agree as follows:

DEFINITIONS

- 1.01 In this Agreement, the following capitalized terms will have meaning given thereto in this section:
 - (a) "Employee" means any person who has been included in the Employee cohort.
 - (b) "Information" means any information, including Student and Employee contact information or other Personal Information that is voluntarily provided:

- a. At any time by the Student or Employee for the purposes of conducting research or statistical analysis; and
- b. By a Respondent and forms a part of the Survey results and also includes any replies to original inquiries and supplementary information provided by a Respondent
- (c) "Personal Information" as defined by the BC Freedom of Information and Protection of Privacy Act, means recorded information about an identifiable individual.
- (d) "Respondent" means a Student or Employee who voluntarily responds in whole or in part to the Surveys used in the collection of Information.
- (e) "Student" means any person who has been included in the Student cohort.

DATA COLLECTION, USE, AND DISCLOSURE

- 1.01 In accordance with the terms and conditions contained in this Agreement, the Institution and Contractor will exchange certain Information, including Personal Information, as set out in greater detail in the attached Schedule "A" to be used for conducting the Surveys.
- 1.02 The Institution will collect and provide the cohort Information to the Contractor via secure method (such as a SharePoint site, FTP site or similar method) as may be agreed to between the parties.
- 1.03 The Contractor will ensure that all Personal Information in its custody will be stored on a secure server in Canada and may be accessed only by individuals who require access to the Personal Information in order to conduct the Survey in accordance with this Agreement or to maintain the relevant data sets.

CONFIDENTIALITY/SECURITY

- 1.04 The Contractor and employees of the Contractor will be bound to obey the requirements outlined in Schedule "B" when handling Personal Information.
- 1.05 Any Schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement and may be updated separately from the body of this Agreement by the authorized representatives for the parties signing such updated Schedule, which will be deemed to be a binding modification to this Agreement.

SIGNATURES

College of New Caledonia

Name: Jennifer Castley

Position: Director, Institutional Research & Enrolment Management

Date: April 6, 2023

Signature: _____ 22(1)

Academica Group Inc.

Name: _____ 22(3)(d)

Position: Projects Manager

Date: April 10, 2023

Signature: _____ 22(1), 22(3)(d)

SCHEDULE "A"
INFORMATION SPECIFICATIONS

The Information is:

Survey	Element	Description
Employee Survey	[REDACTED]	[REDACTED]
Student Survey	[REDACTED]	[REDACTED]
Student Survey	[REDACTED]	[REDACTED]
Student Survey	[REDACTED]	[REDACTED]
Student Survey	[REDACTED]	[REDACTED]
Student Survey	[REDACTED]	[REDACTED]

21(1)

SCHEDULE "B"

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act*;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the College of New Caledonia and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the College of New Caledonia to comply with statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the College of New Caledonia otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the College of New Caledonia otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the College of New Caledonia otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the College of New Caledonia to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the College of New Caledonia to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the College of New Caledonia, the Contractor must promptly advise the person to make the request to the College of New Caledonia unless the Agreement expressly requires the Contractor to provide such access and, if the College of New Caledonia has advised the Contractor of the name or title and contact information of an official of the College of New Caledonia to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the College of New Caledonia to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the College of New Caledonia must advise the Contractor of the date the correction request to which the direction relates was received by the College of New Caledonia in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was

made to the College of New Caledonia, the Contractor disclosed the information being corrected or annotated.

11. If the Contractor receives a request for correction of personal information from a person other than the College of New Caledonia, the Contractor must promptly advise the person to make the request to the College of New Caledonia and, if the College of New Caledonia has advised the Contractor of the name or title and contact information of an official of the College of New Caledonia to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the College of New Caledonia otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the College of New Caledonia in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the College of New Caledonia otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the College of New Caledonia otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the College of New Caledonia if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the College of New Caledonia otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the College of New Caledonia and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the College of New Caledonia. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the College of New Caledonia may have under the Agreement or under statute, the College of New Caledonia may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the College of New Caledonia under this **Schedule**.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the College of New Caledonia of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the College of New Caledonia may have under the Agreement or otherwise at law, the College of New Caledonia may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the College of New Caledonia under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.