

Privacy Impact Assessment for:

FACULTY OF MANAGEMENT:
GRAMMARLY SOFTWARE

Part 1 - General

Name of Department:	Faculty of Management		
PIA Drafter:	Stacie Chappell and Janelle LaCroix		
Email:	Stacie.Chappell@viu.ca	Phone:	1-250-619-2805
	Janelle.LaCroix@viu.ca		1-236-628-2005

1. Description of the Initiative

Free trial of full Grammarly software for Spring 2023 semester for use by students and faculty.

2. Scope of this PIA

A review of the privacy impacts and FIPPA requirements pertaining to students and faculty using Grammarly software by way of a free trial for the duration of VIU's Spring 2023 semester.

3. Related Privacy Impact Assessments: N/A

4. Elements of Information or Data

Information Type	Information Collected
Personal Information	<p>From Students: Name and email address upon opening Grammarly trial accounts.</p> <p>From Third Parties: N/A</p> <p>From VIU Employees: Faculty may also use the software, but no information will be provided unless they use personal email addresses (vs VIU email addresses)</p> <p>All users: Any personal information contained in content uploaded to Grammarly for the purpose of grammar editing.</p>
Contact details	<p>From Students: Email address</p> <p>From Third Parties:</p> <p>From VIU Employees: Email addresses</p>
Account information	Grammarly will require an email address and password storage for user sign-in and authentication. This data is encrypted with industry-leading algorithms [REDACTED]
Commercial information	VIU 'Email Addresses' will be required for account authentication purposes.

s. 15(1)(l)

If personal information is involved in your initiative, please continue to the next page to complete your PIA.

If no personal information is involved, please submit Parts 1, 6, and 7 unsigned to fippa@viu.ca. A privacy advisor will be assigned to your file and will guide you through the completion of your PIA.



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Part 2 – Protection of Personal Information

5. Storage or Access outside Canada

Grammarly uses AWS servers in the United States for the processing and storage of any necessary data. All data in transit and rest is protected/encrypted with industry-standard algorithms.

6. Data-linking Initiative*

This is not considered a data-linking initiative as contemplated in s.36.1 of FIPPA

In FOIPPA, "data linking" and "data-linking initiative" are strictly defined. Answer the following questions to determine whether your initiative qualifies as a "data-linking initiative" under the Act. If you answer "yes" to all 3 questions, your initiative may be a data linking initiative. If so, you will need to comply with specific requirements under the Act related to data-linking initiatives.	
1. Personal information from one database is linked or combined with personal information from another database;	
2. The purpose for the linkage is different from those for which the personal information in each database was originally obtained or compiled;	
3. The data linking is occurring between either (1) two or more public bodies or (2) one or more public bodies and one or more agencies.	
If you have answered "yes" to all three questions, please contact a PCT Privacy Advisor to discuss the requirements of a data-linking initiative.	

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7. Common or Integrated Program or Activity*

This initiative is not considered a common or integrated program or activity as defined in Schedule 1 of FIPPA.

<p>In FIPPA, “common or integrated program or activity” is strictly defined. Answer the following questions to determine whether your initiative qualifies as “a common or integrated program or activity” under the Act. If you answer “yes” to all 3 of these questions, you must comply with requirements under the Act for common or integrated programs and activities.</p>	
<p>This initiative involves a program or activity that provides a service (or services);</p>	
<p>Those services are provided through:</p> <ul style="list-style-type: none"> (a) a public body and at least one other public body or agency working collaboratively to provide that service; or (b) one public body working on behalf of one or more other public bodies or agencies; 	
<p>The common or integrated program/activity is confirmed by written documentation that meets the requirements set out in the FOIPP regulation.</p>	
<p>Please check this box if this program involves a common or integrated program or activity based on your answers to the three questions above.</p>	

8. Personal Information Flow Diagram and/or Personal Information Flow Table

Personal Information Flow Table				
	Description/Purpose	Personal Information	Type (Collection, Use or Retention)	FIPPA Authority
1.	Student enters information into the software directly, on a voluntary basis.	<p>Account information:</p> <ul style="list-style-type: none"> -email address -name -password -email preferences <p>OR where signing up through a third party service such as Google or Apple, you will authorize Grammarly to collect that information from them.</p> <p>Grammarly has a password policy, requiring complex</p>	Collection, Use and Retention	FIPPA 26(c)

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		passwords, password lockouts, etc.		
2.	User Information is then retained as the software is used. Use includes uploading of draft content to be edited.	<ul style="list-style-type: none"> (a) Log data and device information including IP address, browser type and version, time zone setting and location. (b) Sales and support data which is the personal data users share with Grammarly when interacting with customer support and sales teams (c) User content which consists of all the text and documents uploaded, entered or transmitted to Grammarly (d) Usage data, including information about how users interact with and use products (e) Cookie information (f) User contacts (or access to user contacts) can be provided to Grammarly but will be stored on users device and not on Grammarly servers. (g) Any information collected by virtue of users participating in feedback surveys 		26(c)
3.	Information is stored on servers located in the U.S. and private information can be shared with third	As above	Collection, use and retention	33.1 (disclosure outside of Canada can only be made if in accordance with the Regulations made by the Minister responsible for FIPPA)



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		Additionally, Grammarly uses  .		
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s. 15(1)(l)

10. Collection Notice

Part 3 – Security of Personal Information

11. Please describe the physical security measures related to the initiative (if applicable).

N/A

12. Please describe the technical security measures related to the initiative (if applicable).

See #9 above

13. Please describe any access controls and/or ways in which you will limit or restrict unauthorized changes (such as additions or deletions) to personal information.

In the context of Grammarly changing VIU account or user information, Grammarly implements access control across its network, infrastructure, and services to restrict user access to only authorized and appropriate users while preserving data confidentiality, integrity, and availability. Access to Grammarly infrastructure, services within Grammarly’s private network, and other critical and sensitive services is restricted to authorized personnel and provided following the principle of least privilege.

In the context of VIU IT or admins changing account/user information, Grammarly implements roles and access controls within our product offering. Grammarly has three key roles: Owner, Contributor, and User. By using roles and permissions, you have control and governance on who has the ability to make any changes to your account.

14. Please describe how you track who has access to the personal information.

Grammarly has access controls in place for Grammarly employees with the principle of least privilege – so only those who need it for their job responsibilities have access. All access is managed centrally through our identity platform, and applications with elevated access are gated behind a VPN. Access is also reviewed quarterly and removed for any individuals who no longer need it. Lastly, all access events are logged and monitored in our SIEM.

Part 4 – Accuracy/Correction/Retention of Personal Information

15. How is an individual's information updated or corrected? If information is not updated or corrected (for physical, procedural or other reasons) please explain how it will be annotated? If personal information will be disclosed to others, how will the ministry notify them of the update, correction or annotation?

In terms of scope, the only information users will be able to update is their Name, Email Address, and Password. If you would like to leverage SSO, then this information will be managed and governed by your Central IT. Grammarly users can unsubscribe from any emails they receive from Grammarly and can delete their account, which will remove all personal information.

16. Does your initiative use personal information to make decisions that directly affect an individual(s)? If yes, please explain.

No.

17. If you answered "yes" to question 16, please explain the efforts that will be made to ensure that the personal information is accurate and complete.

18. If you answered "yes" to question 16, do you have approved records retention and disposition schedule that will ensure that personal information is kept for at least one year after it is used in making a decision directly affecting an individual?

Part 5 – Further Information

19. Does the initiative involve systematic disclosures of personal information? If yes, please explain.

No.

20. Access for Research or Statistical Purposes.

No

21. Other

APPROVAL STATUS:

This software is approved for use at VIU within the Faculty of Management subject to the following conditions:

1. VIU's contract with Grammarly must contain the language set out at Schedule 'A' (or a reasonable paraphrasing thereof).
2. All VIU students, employees, volunteers and contractors who use Grammarly must, before creating a user account or using the software in any capacity, read and sign the VIU Grammarly Account User Agreement and their identity must be verified prior to doing so. The VIU Grammarly Account User Agreement is attached to this report at Schedule 'B'.



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SCHEDULE 'A'

VIU/GRAMMARLY USAGE LIMITATION CLAUSE

In order to maintain compliance with the B.C. Freedom of Information Act, the purchase, installation and use by VIU's of Grammarly software will be limited to the online editor tool, which requires writing to be done directly in the platform, copied and pasted from an external source, or uploaded. It will not include access to Grammarly's desktop, browser extension, and mobile keyboard downloads.

SCHEDULE 'B'

VIU GRAMMARLY ACCOUNT USER AGREEMENT

As a condition of accessing and using Grammarly software by way of Vancouver Island University's Grammarly Account, I agree and consent as follows:

I CONSENT to VIU and Grammarly collecting, using and storing my personal information, including my name, email address, password information (which may contain personal information) and any other personal information I may be required to provide to Grammarly in order to use Grammarly software, including that contained in the content (written material) for the purposes of using the program.

I AGREE that, when uploading content to Grammarly for the purpose of using the software, I will ensure the content does not include the personal information of any VIU student or employee. Personal information is any information that could be used to identify a person, including but not limited to their name, student or employee number, program of study, personal email address, residential address or phone number.

I AGREE that if I unintentionally and mistakenly upload content to Grammarly which contains the personal information of any VIU student or employee at VIU, I will immediately notify VIU's Privacy Office by email sent to fippa@viu.ca.