

PIA Meeting for
Creating Additional Property for Faculty of Education under SFU’s GA4

Privacy Tracking:

- ☐ PIA number: 2023-047 (linked to 2022-010)
 - ☐ Date of meeting: via correspondence
 - ☐ Present during meeting: n/a
 - ☐ These notes taken by: Ernest Soares & Natalia Angheli-Zaicenco
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Questions for Initiative Lead

- ☐ **Has an SFU IT security professional determined that this software employs reasonable security arrangements (if so, who?):**
 - o Yes, GA4 has already been reviewed, approved and currently in use.
- ☐ **Has a contract been signed with vendor (if yes, send to privacy team for review with these answers):**
 - o No – The GA4 account to be set up is free and Terms and Conditions have been accepted by virtue of creating such an account for the Faculty of Education. No contract has been negotiated with the vendor.
- ☐ **Was SFU’s Cloud Privacy Protection Schedule appended to the contract:**
 - o No.
- ☐ **Purpose/Objective of initiative:**
 - o The Faculty of Education will create its own GA4 account to enable the Faculty to have better access to their website analytics and to create custom ad campaign audiences, reports and exploration tables.
- ☐ **Non-personal information elements involved:**
 - o Stats on web behaviors, functionality and page performance
- ☐ **Personal information (PI) elements (e.g. email addresses, IP addresses, assignment work):**
 - o **What personal information is collected?**
 - No identifiable personal information will be collected by SFU or on its behalf as part of the services for which the Service Provider is retained.
 - Only anonymous information of page visitors is collected and stored by Google Device ID tag. This special ID tag does not include personal information such as name, race, or exact location, nor are we privy to that information.
 - Additionally, IP addresses will also not be collected.
 - Google Device ID collects statistical data of behaviours and actions that users take on our webpages.
 - o **Is the information necessary for initiative?**
 - N/A
 - o **Is the information sensitive?**
 - N/A

- **What information is newly collected by the initiative, vs information already collected and newly used (eg. Student email addresses are already known, and may be newly used for this software):**
 - N/A
- **How and from whom is the newly collected PI collected:**
 - **Directly or indirectly from the individual:**
 - No personal information is being collected.
 - **Where will the Collection Notice be posted:**
 - No Collection Notice required as no personal information is being collected. A Terms and Conditions web page describes details of the usage of SFU websites.
 - **Collection notice language to be used:**
 - All SFU AEM websites contain a link in the footer “Terms and Conditions” which links to this page (<https://www.sfu.ca/contact/terms-conditions.html>). It states:

“Any use of a web site or its contents or both (collectively: "Web Site") hosted by Simon Fraser University ("SFU") is subject to the following terms and conditions. Use of a Web Site hosted by SFU is conclusive evidence that the user has read, understood, and accepted the following terms and conditions. If you do not want to accept the following terms and conditions, do not use a Web Site hosted by SFU.

- Each user of a Web Site expressly accepts all risks and consequences, whether direct or indirect and whether known or unknown, associated with or resulting from such use.
- Each user of a Web Site expressly accepts that SFU is not responsible for and expressly disclaims any responsibility, whether express or implied, for the accuracy, adequacy, or completeness of the Web Site or for the consequences, whether direct or indirect and whether known or unknown, of using the Web Site or any link from the Web site to another web site or its contents.
- Each user of a Web Site expressly accepts that SFU does not assume any responsibility for the uninterrupted or error free operation of the Web Site or warrant or represent that the Web Site is free of viruses or other harmful components.
- Each user of a Web Site expressly accepts that SFU is not liable, whether directly or indirectly, to any person or thing including without limitation any corporation, association, or trade union for any damages (including but not limited to direct, indirect, incidental, special, consequential, exemplary, or punitive damages) arising out of or in connection with use of, misuse of, or inability to use the Web Site.
- Each user of a Web Site expressly accepts that the Web Site is neither supervised, nor censored, nor moderated, nor approved by SFU. Each such user further expressly accepts that the Web Site may include links to other web sites such as discussion groups and homepages, which may contain or

direct the user to contents including the personal opinions and other forms of self-expression of third parties on a wide-range of topics, including controversial and sensitive topics. Each such user further expressly accepts that SFU neither endorses nor makes any representations to users of the Web Site about such contents. Each such user is, however, expressly warned that such contents may offend some users of the Web Site. Each such user who feels that he/she/they may be offended by such contents should stop using the Web Site immediately.

- ☐ Each user of a Web Site expressly acknowledges that he/she/they is aware the Web Site is an inherently public medium. Each such user expressly accepts that no guarantee of privacy is or can be made to users of the Web Site by SFU. SFU's websites do use cookies that collect anonymous traffic data to assist us with remarketing and web analytics.”
 - ☐ Each user of a Web Site expressly agrees that any disputes, claims, complaints or actions he/she/they may choose to advance arising from his/her/their use of the Web Site will be decided by the Courts and other Tribunals established under and applying the laws of British Columbia excluding the law relating to choice of law and forum conveniens. Each such user further expressly agrees that he/she/they has attorned to the jurisdiction of the Courts and other Tribunals of British Columbia for the purpose of resolving any such dispute, claim, complaint, or action.
 - ☐ **How will the PI be used:**
 - The Faculty of Education will use the data collected within GA4 to further promote its programs through Google Ads by displaying them to individuals who have visited the website at least once within a given period (retargeting/remarketing).
 - ☐ **Who will have access to the PI:**
 - The Faculty of Education Communications and Marketing Team, SFU’s central GA4 administrators and anyone else they give access to. (NOTE, AS STATED ABOVE: Only anonymous information of page visitors is collected and stored by Google Device ID tag)
 - ☐ Any foreseen disclosures of PI:
 - No
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Questions for Privacy Team:

- ☐ Legal Authority for collection, use, and disclosure
 - Collection: 26(c)
 - Use: 32(a)
 - Disclosure: 33(2)(d)
- ☐ Privacy risks and responses/mitigations:
 - Physical security risks:
 - No
 - Over-collection risks:
 - See Personal Information collection Risks below

- Do the decisions made affect an individual:
 - No
 - Ensure accuracy and completeness:
 - n/a
 - Retained at least 1 year:
 - Up to 14 months
 - Disposal:
 - Yes - after 14 months – is there an RRSDA (retention schedule)?
- Process to correct PI: SFU has a process in place to correct or annotate an individual’s personal information upon request: <https://www.sfu.ca/archives/fippa/changes-corrections.html>
- Role designated accountable:
 - Melissa Hudson, Communications and Events Manager. Email: mhudson@sfu.ca, Phone: 778-782-9036.

Personal Information Collection Risks

Possible Risk	Proportionate response / mitigation strategies