

## SCHEDULE D: Information Sharing Agreement

### 1. Purpose

The purpose of this Agreement is to document the terms and conditions of the exchange of certain personal information by the Parties, in compliance with the *Freedom of Information and Protection of Privacy Act* (FOIPPA) and the *Personal Information Protection Act* (PIPA).

This Agreement outlines the sharing of information between the Ministry and the Institution (each a "Party" and collectively "the Parties") through two main processes: a) completion of Appendix 3 of the Application for Student Financial Assistance; and b) Confirmation of Enrolment (COE) or Electronic Confirmation of Enrolment (ECE).

### 2. Personal Information

In this Agreement, "Personal Information" means:

a) Information on **Appendix 3** of the Application for Student Financial Assistance, including:

#### Student Information:

- First name
- Last name
- Middle initial
- StudentAid BC application number
- Appendix 3 number
- Mailing address
- Telephone number
- E-mail address

#### Institution and Program Information:

- Institution name
- Institution code
- Program code
- Mailing address of Financial Aid or Registrar's office
- Email of Financial Aid or Registrar's office
- City/town
- Province
- Postal code
- Country
- Type of institution
- Program/faculty
- Major/department
- Class start/end dates
- Total weeks
- Student's intended course load
- Prior learning assessment (y/n)
- Study year of student
- Program length
- Correspondence/distance education (y/n)
- Program type
- Total program cost
- Total student awards

b) Information in the **COE and ECE**, including:

**Student Information:**

- First name
- Last name
- Date of birth
- Social Insurance Number
- StudentAid BC application number
- Institution student number

**Institution and Program Information:**

- Institution name
- Institution code
- Program code
- Award disbursement index number
- Document type
- Disbursement amount
- Course load
- Study start date
- Study end date
- Disbursement date
- Confirmed enrollment for disbursement flag
- Enrolment confirmation date
- Send document to institution flag
- Pay to school dollar amount

### 3. Collection and Disclosure of Personal Information

- a) For the Appendix 3 completion process, the Ministry will provide the Institution with access to the Partner Portal. The Partner Portal enables the Institution to access the student information outlined in section 2a. of this Agreement, in order that the Institution can enter in the program and school information for the student.

The authority for the Ministry to disclose the Appendix 3 student information to the Institution is **FOIPPA 33.1(1)(a)**, for the purpose of administration of the student financial assistance program and **FOIPPA 33.1(1)(b)**, the individual the information is about has consented to the disclosure through the declaration section on the Application for Student Financial Assistance.

The authority for the Institution to receive the Appendix 3 student information is **PIPA section 11**, the individual the information is about has given consent through the declaration section on the Application for Student Financial Assistance. The authority for the Institution to disclose the Appendix 3 student information to the Ministry is **PIPA section 17**.

- b) For the confirmation of enrolment (COE/ECE) process, the Ministry provides the Institution with access to the student information in section 2b of this Agreement. Access is provided either electronically through the Student Financial Assistance System (SFAS) for ECEs, or by paper, fax or email for COEs, in order that the Institution can enter the school and program enrolment information.

The authority for Ministry to disclose the student information to the Institution is **FOIPPA 33.1(1)(a)**, for the purpose of administration of the student financial assistance program and **FOIPPA 33.1(1)(b)**, the individual the information is about has consented to the disclosure through the declaration section on the Application for Student Financial Assistance.

The authority for the Institution to receive the student information is **PIPA section 11**, the individual the information is about has given consent through the declaration section on the Application for Student Financial Assistance.

#### 4. Use of Personal Information

The student, institution and program information on the Appendix 3 is used by the Ministry to determine whether the programs for which students request funding are eligible in accordance with StudentAid BC policy. The Institution accesses the student's personal information in order to complete the Appendix 3 of the student's Application for Student Financial Assistance.

The student, institution and program information from the confirmation of enrollment process is i) provided by the Ministry to the Institution to enable them to notify the Ministry as soon as the student is enrolled, so they can have their Student Financial Assistance funds released, and ii) used by the Ministry to verify that a student is enrolled in a designated institution and program, and is therefore eligible to have their student financial assistance released. The Institution accesses the student's personal information in order to complete the COE/ECE, in support of the student's Application for Student Financial Assistance.

The authority for the Ministry to use the information exchanged under this Agreement is **FOIPPA section 32(a)** and the authority for the Institution is **PIPA section 14**, for the purpose of administrating the SABC program and **FOIPPA section 32(b)** for the Ministry and **PIPA section 14** for the Institution, the individual the information is about has consented to the use of the information in this manner, through the declaration section on the Application for Student Financial Assistance.

#### 5. Accuracy

Each Party will make every reasonable effort to ensure the Personal Information in its custody is accurate, complete and up-to-date.

#### 6. Security

- 6.1 Each Party will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 6.2 Each Party will advise the other Party immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize:
  - the privacy of individuals;
  - the security of any computer system in its custody that is used to access the Personal Information.

#### 7. Compliance Monitoring and Investigations

- 7.1 Each party will record and monitor access to the Personal Information in its custody, in order to establish a chain of responsibility, as follows:
  - a) Information disclosed by the Parties for the purposes allowed by the Agreement shall remain under the control of the Party that supplied the information;
  - b) All attempts to access servers, directories and files are to be logged. This provides an audit trail to access unauthorized access attempts;
  - c) Both Parties agree that the operations in this Agreement that concern personal information data sets may be subject to audit and inspection by the privacy advisor for the Ministry and the British Columbia Office of the Chief Information Officer (OCIO), either upon request or as otherwise required.
  - d) In the event of a breach, or possible breach of privacy in the disclosure of data under this Agreement, each Party must notify the other promptly.

7.2 Each Party will investigate all reported cases of:

- unauthorized access to or modification of the Personal Information in its custody;
- unauthorized use of the Personal Information in its custody;
- unauthorized disclosure of the Personal Information in its custody;
- breaches of privacy or security with respect to the Personal Information in its custody or with respect to any computer system in its custody that is used to access the Personal Information.

7.3 Each Party will report to the other the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates.