



SCHEDULE D: Student Information Management System (SIMS) Information Sharing Agreement For B.C. Private Post-Secondary Institutions

Date Updated: September 2023

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 of Post-Secondary Education and Future Skills and the Institution (each a "Party" and collectively "the Parties") through the Student Information Management System (SIMS) across five main processes: a) completion of a Program Information Request (PIR), b) Confirmation of Enrolment (COE), c) institution management information, d) Program and Offering management, and e) Scholastic Standing Information

2. Personal Information

In this Agreement, "Personal Information" means:

a) Information on a **Program Information Request**, including:

Student Information:

- Given name
- Last name
- StudentAid BC application number

Institution and Program Information:

- Institution location name
- Program name
- Program description
- Class start/end dates
- Program type

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

Student Information:

- Given name
- Last name
- StudentAid BC application number

Institution and Program Information:

- Institution location name
- Program name
- Credential type
- Program delivery method
- Study period offering delivery method
- Course load (Intensity)
- Study start date
- Study end date

- Study breaks
- Study costs:
 - Tuition
 - Books and Supplies
 - Mandatory fees
 - Exceptional costs
- Disbursement date

c) Information in the **Manage Institution** section, including:

Primary Contact Information:

- First name
- Last name
- Email
- Phone number

Signing officer Information:

- Name
- Position
- Email
- Phone number

Institution Information:

- Legal operating name
- Operating name
- Institution type
- Institution location code
- Regulatory body
- Established date
- Mailing address
- Designated flag
- Designation requests
- Designation start/expiry dates

d) Information on **Program(s) and Offering(s)**, including:

Program Information:

- Name
- Description
- Approval status flag
- Submission date
- Institution name
- Classification of Instructional Programs (CIP)
- Offering intensities
- Credential Type
- Institution Program Code
- National Occupational Classification (NOC)
- Previously approved StudentAid BC program code
- Field of study code
- Program delivery type(s)
- Program length
- Course load calculation
- Regulatory body
- Entrance requirements
- English as a Second Language (ESL) content
- Program partnerships
- Work-integrated learning (WIL) component(s)

- Field trip, field placement or travel component(s)
- International exchange

Study period offering Information:

- Name
- Submission date
- Approval flag
- Year of study
- Intensity
- Delivery
- WIL Component
- Study start date
- Study end date
- Study break start/end date(s)
- Total funded weeks
- Total funded study period days
- Study costs:
 - Tuition
 - Mandatory fees
 - Books and Supplies
 - Exceptional Costs

e) Scholastic Standing Information

Student Information:

- Given name
- Last name
- StudentAid BC application number

Institution and Program Information:

- Institution location name
- Program name
- Credential type
- Program Delivery method
- Course load (Intensity)
- Study start date
- Study end date
- Study breaks
- Study costs:
 - Tuition
 - Books and supplies
 - Mandatory fees
 - Exceptional costs
- Date of withdrawal/early completion (as applicable)
- Number of weeks of unsuccessful completion

3. Collection and Disclosure of Personal Information

To support the processes of Program Information Request completion, COE, Manage Institution, Manage Programs and Offerings, and Scholastic Standing reporting, The Ministry will provide the Institution with access to the Institution Account in SIMS. The Institution Account enables the Institution access to the student information outlined in section 2 of this Agreement, in order that the Institution can support the full life cycle of a student's financial aid application.

The authority for The Ministry to disclose the student information captured in section 2 of this agreement to the Institution is **FOIPPA 33(2)(a)**, for the purpose of administration of the student financial assistance program and **FOIPPA 33(2)(c)**, 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 Ministry to collect the response from the Institution is FOIPPA 26(c), the information relates directly to and is necessary for a program or activity of the public body, and 26(e), the information is necessary for the purposes of planning or evaluating a program or activity of a public body.

The authority for the Institution to collect the Appendix 3 student information is PIPA section 11, the individual the information is about has given consent through the declaration section on their Application for Student Financial Assistance. The authority for the Institution to disclose the Appendix 3 student information to the Ministry is PIPA section 17, for purposes that a reasonable person would consider appropriate in the circumstances.

4. Use of Personal Information

The student, institution and program information on the processes outlined in section 2 of this agreement are used by the Ministry to determine whether the programs for which students request funding are eligible in accordance with StudentAid BC policy, and whether the student remains in compliance with StudentAid BC policy scholastic standing policy throughout their studies at that school. The Institution accesses the student's personal information in order to complete the necessary processes to support 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), for the purpose for which the information was obtained or compiled, or for a use consistent with that purpose, and 32(b), the individual has identified the information and has consented to the use through the declaration section on their Application for Student Financial Assistance.

The authority for the Institution to use the personal information supplied is PIPA section 14, an organization may use personal information only for purposes that a reasonable person would consider appropriate in the circumstances.

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.