

Privacy Impact Assessment for *Adobe Value Incentive Plan (VIP)*

PIA# 1

Why should I complete a PIA?

A PIA is a tool to help Schools/Districts ensure compliance with applicable privacy legislation. This document helps mitigate and evaluate many of the unintended risks and consequences that can develop as a result of not anticipating multiple perspectives and circumstances with a new system or project. As part of the process, schools/districts are taking the appropriate steps to ensure that parents, students and educators understand what measures are taken with regards to the safety and security of personal information and the importance of informed consent.

School/District staff need to contact the privacy office(r) or PIA Drafter, at their School/District, to determine internal policies for review and signing-off of a Privacy Impact Assessment. Staff may submit PIAs to their Superintendent of Schools for consideration. If you have any questions about this PIA template or FIPPA in general, you may contact the designated PIA Drafter as noted in this document, or call the provincial **Privacy and Access Helpline at Enquiry BC** as noted below. Completed PIA's must be retained in a secure location at the School/District for the purposes of a Privacy Commissioner's Audit.

Note: This process can help identify and reduce many of the unintended risks and consequences that may potentially jeopardize student and educator privacy and security issues.

What if my initiative does not include personal information?

Best practices indicate that School/Districts' should still complete Part 1 of the PIA and submit it along with the signature pages to their privacy office(r) even if it is thought that no personal information is involved. This process ensures that the initiative has been accurately assessed to meet the requirements of FIPPA.

Note: The definition of personal information is: *Recorded information about an identifiable individual other than contact information.*

The following examples are a non-exhaustive list of personal information:

- Name, address, email address or telephone number;
- Age, sex, religious beliefs, sexual orientation, marital or family status, blood type;
- Information about an individual's health care history, including a physical or mental disability;
- Information about an individual's education, financial, criminal or employment history;
- Social Insurance Number (SIN) and Personal Education Number (PEN); and
- Personal views, opinions, religious or political beliefs or associations.

Enquiry BC – Privacy and Access Helpline. Victoria: 250-356-1851 Vancouver: 604-660-2421 and elsewhere in BC, toll-free: 800-663-7867

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Privacy Impact Assessment for *Adobe Creative Cloud*

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Name of District:	Kamloops Christian School Association		
PIA Drafter:	Mr. Sandro Cuzzetto (CEO / Privacy Officer)		
Email:	sandroc@kamcs.org	Phone:	250-376-6900
Program Manager:	NA		
Email:	NA	Phone:	NA

Part 1 - General

1. Description of the Initiative

Our School District has selected **Adobe Enterprise Term License Agreement Consortium Sales Order Adobe Contract Number 00744757 Agreement Number DR2270439 (Reference Agreement Number: 00614411.0)** as a design and illustration service for its K – 12 students and staff. The **Adobe Creative Cloud** includes the latest versions of Adobe desktop applications for photography, video, audio, and design. This Adobe Creative Cloud bundle can be loaded onto any institution owned device including institution owned student devices.

The *Adobe Creative Cloud, Document Cloud and Software* is available to our School District through a group purchasing program offered through the Educational Resource Acquisition Consortium (ERAC). ERAC is a member-based organization that provides services to the K-12 education sector in BC and the Yukon. On behalf of its membership, ERAC has entered into an agreement with Adobe to deliver to their members a full suite of Adobe online hosted, web-based software solutions and/or the option to use components for use on-premises. ERAC has negotiated an agreement with Adobe providing our school district with considerable savings.

ERAC arranges volume licensing with Adobe through a vendor Channel Partner, Acrodex a Canadian based company. **Acrodex does not have access to any data or personal information created or stored through Adobe products** and its participation is not the subject of further comment in this PIA.

Adobe is not entering a direct purchasing relationship with the ERAC Consortium for the Products and Services. Rather, the **ERAC Consortium utilizes the Channel Partner (named above) for placing its orders**. The Channel Partner is solely responsible for setting the terms of payment with the Consortium (including but not limited to when payments by Consortium are due to Channel Partner).

Channel Partner:

Name: ACRODEX INC. DBA PCM CANADA

Address: 11420 - 170 STREET NW, EDMONTON AB CANADA T5S 1L7

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2. Scope of this PIA

This privacy impact assessment (PIA) covers the provision of the *Adobe Creative Cloud for Enterprise*, Document Cloud for Enterprise, Adobe Photoshop Elements, Premiere Elements, Adobe Captivate and Presenter. Creative Cloud-based services for staff and K – 12 students across the School District as detailed below.

This product consists solely of On-premise Software with limited On-demand Services to support license management.

This PIA addresses the use of *Adobe Creative Cloud* used in British Columbia schools where the product is made available on our school's computer workstations. Student's drawings and other creations are stored on our servers. It is the responsibility of each of our schools to maintain a secure environment and provide a reasonable schedule for disposing the student's drawings within one year of graduation.

District Educators that are currently participating in the ERAC Adobe Enterprise Agreement for **Home Use Rights (HUR) for School and District faculty's personal use, is out of the scope of this PIA.**

Adobe Creative Cloud (CC) Desktop Applications includes:

Creative Cloud for Enterprise

Always have access to the latest Adobe creative apps, services, IT tools and enterprise support.

Apps, services and features:

Design Tools

- Adobe Photoshop CC; Adobe Illustrator CC; Adobe InDesign CC; Adobe Bridge CC; Adobe InCopy CC; Adobe Acrobat Pro DC; and Adobe Photoshop Lightroom CC

Web Tools

- Adobe Dreamweaver CC; Adobe Flash Professional; Adobe Flash Builder Premium; Adobe Fireworks; Adobe Muse CC; Adobe Edge Animate; Adobe Edge Inspect; Adobe Edge Reflow (Preview); Adobe Edge Web Fonts; Adobe Scout; and Adobe Gaming SDK

Video and Audio Tools

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- Adobe Premiere Pro CC; Adobe After Effects CC; Adobe Audition CC; Adobe SpeedGrade CC; Adobe Prelude Live Logger Adobe Encore CC; and Adobe Media Encoder CC

Additional Tools

- Adobe Captivate – Rapid eLearning authoring. From storyboarding to responsive eLearning, create virtually any kind of professional looking and instructionally sound content using a single tool.
- Adobe Presenter – Converts your PowerPoint presentations to engaging eLearning content Add quizzes, scenarios, and out-of-the-box assets, and publish as HTML5 for access using desktop and mobile browsers

For details regarding their use, see: <https://www.bcerac.ca/agreements/adobe-enterprise.aspx>

3. Related Privacy Impact Assessments

A PIA for this product was previously completed in 2017. This PIA reflects changes of that initial contract which includes extending initial contract from 2015-18 to July 29, 2019.

4. Elements of Information or Data

All student classroom assignment data is stored on local servers within our school district Schools will collect the students' class work, along with their names and course codes/classes for grading purposes. The student's personal information will be stored on school servers with no personal information disclosed.

The district contact person that can answer any questions or concerns about your user's privacy is [Mr. Sandro Cuzzetto](#). Also, see [Adobe Privacy Policy](#) last updated: May 3, 2018.

For information regarding [Adobe & Student Privacy deployment in secondary schools / minor students \(K -12\)](#). **To learn how Adobe complies with laws, regulations and best practices related to the privacy of student data, see: Enterprise or Federated IDs** where accounts and content are owned and controlled by the school - not the student. Best suited for primary and secondary K – 12 schools.

Currently, all Canadian Adobe anonymous workstation accounts are linked to servers in the United States of America to keep the software current.

Personal Accounts are out of the scope of this PIA.

Note for parents creating personal accounts at home: This US based company falls under the Children's Online Privacy Protection Act of 1998 which is a United States federal law, located at 15 U.S.C. §§ 6501–6506. The act, effective April 21, 2000, applies to the online collection of personal information by persons or entities under U.S. jurisdiction about children under 13 years of age.

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If an individual creates a personal account, one must be 13 or older to register for an individual Adobe ID. If schools participate in the primary and secondary education “named user offering” they may issue a child under 13 an enterprise-level Adobe ID, but **only after obtaining express parental consent**.

Note regarding personal accounts: If one registers to use an Adobe app or website, create an Adobe ID, or contact them for support or other offerings, Adobe collects information that identifies the user. This includes:

- Name; Date of birth; Company name; Email address; Telephone number; Address; Country; IP address; Payment/billing information (where an app or website is 'paid for'); Eligibility information (e.g., for student and teacher editions of apps); Types of apps and websites of interest; and Content of customer support communications.

To help keep their databases current and to provide users with the most relevant content and experiences, they may combine information provide users with information from third party sources, in accordance with applicable law. **This is not a school district requirement for students to enable them to complete assignments.**

If an individual has any personal Adobe [privacy question](#), concern, or request, please fill out a privacy inquiry form. One can also get in touch with Adobe's data protection officer at DPO@adobe.com.

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Part 2 – Protection of Personal Information

5. **Storage or Access outside Canada** Student information is being stored is not on a local server and is outside Canada using Google Educational Suite. For impact of Google Suite, please refer to the google Suite PIA.

In FIPPA, "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 and you must 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;	Yes
2. The purpose for the linkage is different from those for which the personal information in each database was originally obtained or compiled;	no
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.	no
If you have answered "yes" to all three questions, please contact your privacy office(r) to discuss the requirements of a data-linking initiative.	

6. **Common or Integrated Program or Activity*** - Not applicable for this product.

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.	
1. This initiative involves a program or activity that provides a service (or services);	no
2. Those services are provided through: (a) a school district and at least one other public body or agency working collaboratively to provide that service; or (b) one school district working on behalf of one or more other public bodies or agencies;	no

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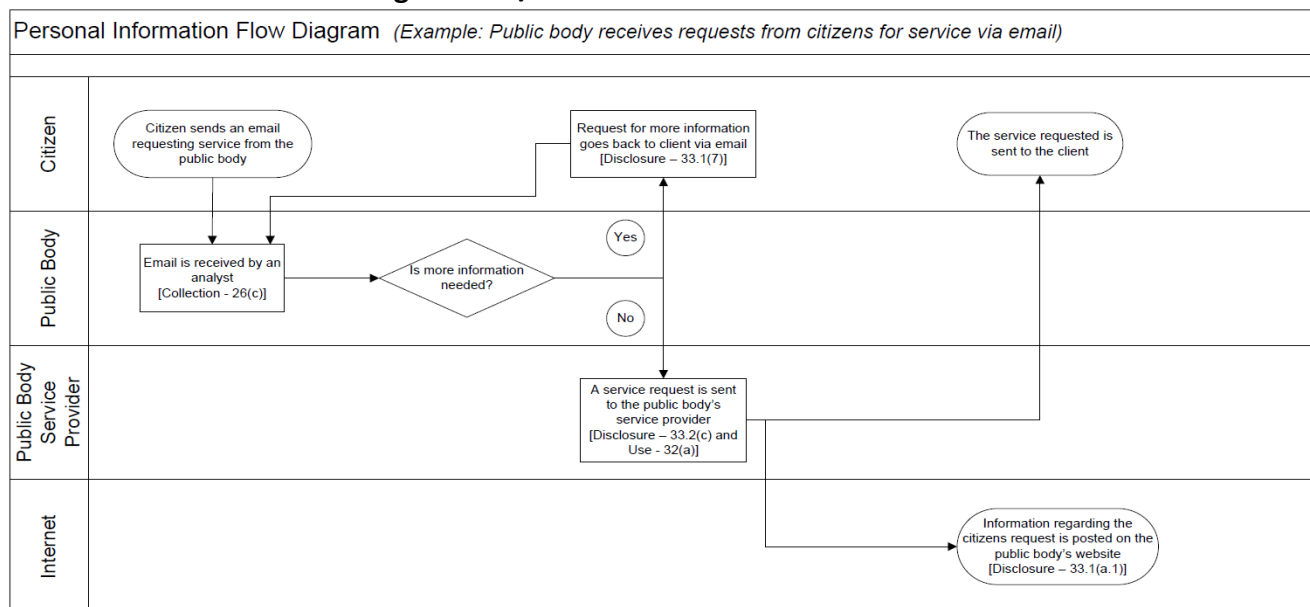
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3. The common or integrated program/activity is confirmed by written documentation that meets the requirements set out in the FOIPP regulation.	no
Please check this box if this program involves a common or integrated program or activity based on your answers to the three questions above.	

*** Please note:** If your initiative involves a “data-linking initiative” or a “common or integrated program or activity”, advanced notification and consultation on this PIA must take place with the Office of the Information and Privacy Commissioner (OIPC). Contact your school district’s privacy office(r) to determine how to proceed with this notification and consultation.

For future reference, public bodies are required to notify the OIPC of a “data-linking initiative” or a “common or integrated program or activity” in the early stages of developing the initiative, program or activity. Contact your school district’s privacy office(r) to determine how to proceed with this notification.

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



Personal Information Flow Table

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	Description/Purpose	Type	FIPPA Authority
1.	E.g. School District enters into agreement with Adobe.	No Personal Info Collection	26(c) N/A
2.	E.g. Student uses Program for course work.	Use	32(a) and 32(b)
3.	E.g. Teacher accesses course work for the purposes of assessment from students during the year.	Use & Disclosure	32(a), 32(b), 33.1(b), 33.2(a), 33.2(c)
4.	E.g. Information is used by educators, administrative staff, and technical professionals to check that information stored is consistent with the original purpose.	Use & Disclosure	32(a), 32(b), 33.1(b), 33.2(a), 33.2(c)
5.	E.g. Information may be disclosed if the head of the school district determines that compelling circumstances exist that would affect anyone's health or safety (e.g. cyber bullying).	Disclosure	33.1(1)(m)
6.	E.g. Information in the Adobe system can be disclosed to Adobe to install, implement, maintain, repair, troubleshoot or upgrade the products.	Disclosure	33.1(1)(p)
7.	E.g. Student may take a copy of his or her own work.	Disclosure	33.1(b)

8. Risk Mitigation Table

Risk Mitigation Table				
	Risk	Mitigation Strategy	Likelihood	Impact
1.	E.g. Employees could access personal information and use or disclose it for personal purposes	Example: Oath of Employment; contractual terms, etc.	Low	High
2.	Vendor could change terms of use of the service agreement.	School District terms of use are set for 1 year	Low	Low
3.	Example: Student accounts could be compromised or misused. i.e. unauthorized individuals	All authorized users are issued individual accounts by the District and receive training regarding appropriate use in accordance with our	Medium	High

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	<i>(including students) gain access to the program admin system.</i>	<i>“Acceptable Use of Technology Policy”, contractual terms of agreement in regard to security and password protection protocols.</i>		
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9. Collection Notice

Not applicable.

<**DISTRICT NOTE:** For further help with collection notices please see [Tip Sheet for Consent & Disclosure](#) location on the ERAC website.>

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Part 3 – Security of Personal Information

<If this PIA involves an information system, or if it is otherwise deemed necessary to do so, please consult with your school district's privacy office(r) and/or security personnel when filling out this section. They will also be able to tell you whether you will need to complete a separate security assessment for this initiative.>

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

N/A

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

- User access profiles assigned on a need-to-know basis.
- Student work will only be stored with name and class information attached;
- School will ensure that there is proper virus/malware scanning of documents on the school's server;
- School will delete all student work 1 year after completion of the class unless a student requires otherwise.

12. Does your district department rely on any security policies?

Only our Technology Department has access to create, delete or edit teacher accounts. Accounts are updated by September 30th of the school year by each school once their staff is finalized.

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. Each September, school administrators will work with their clerical staff to ensure that only staff authorized for MyEd use in their school is in their staff list. That list of teachers is given a school account, which includes email, Google Drive access, etc. When any staff leave the district, the administration sends our tech department an email and they deactivate that person's school account.

14. Please describe how you track who has access to the personal information. Each September, school administrators will work with their clerical staff to ensure that only staff authorized for MyEd use in their school is in their staff list. That list of teachers is given a school account, which includes email, Google Drive access, etc. When any staff leave the district, the administration sends our tech department an email and they deactivate that person's school account.

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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 school/district notify them of the update, correction or annotation?

Not applicable

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 17, please explain the efforts that will be made to ensure that the personal information is accurate and complete.

Not applicable

Note: For additional information on the *Privacy Management and Accountability Policy* and the Pro-active Disclosure & Information Management Act, see: <https://pia.bcerac.ca/accountability/>

18. If you answered "yes" to question 17, do you have a records retention and/or 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? Not applicable.

Part 5 – Further Information

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

Not applicable

<p><i>Please check this box if the related Information Sharing Agreement (ISA) is attached. If you require assistance completing an ISA, please contact your privacy office(r).</i></p>	
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20. Does the program involve access to personally identifiable information for research or statistical purposes? If yes, please explain.

No

Please check this box if the related Research Agreement (RA) is attached. If you require assistance completing an RA please contact your privacy office(r).

21. Will a personal information bank (PIB) result from this initiative? If yes, please list the legislatively required descriptors listed in section 69 (6) of FIPPA. Under this same section, this information is required to be published in a public directory.

No

< If you have any questions regarding the above section, please contact your school district's privacy office(r) or call the OCIO's Privacy and Access Helpline at 250 356-1851.>

Please ensure **Parts 6 and 7** are attached to your submitted PIA.

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Part 6 – Privacy Office(r) Comments

This PIA is based on a review of the material provided to the Privacy Office(r) as of the date below. The PIA is a “living document” that is periodically reviewed. Should there be substantial changes that may affect the privacy of our users, an update will be initiated. As part of our business practices, this PIA will be reviewed annually. If, in the future, any substantive changes made to the scope of this PIA, the school district will complete a PIA Update and submit it to this Privacy Office(r).

Unless the Agreement otherwise specifies, or the District otherwise directs in writing, the vendor must not disclose any personal information outside of Canada.

A final copy of this PIA (with all signatures) must be kept on record.

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Part 7 – Program Area Signatures

Mr. Sandro Cuzzetto		Dec. 22, 2020
Program/Department Manager	Signature	Date
Privacy Officer/Privacy Office		
Representative		

If you have any questions, please contact your school district's privacy office(s) or call the OCIO's Privacy and Access Helpline at 250 356 1851.

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Appendix A

Collection Authorities:

Section 26 of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) details the authorities under which a public body may collect personal information. If a program involves the handling of personal information, the program must have an authority to have collected that information. Please cite in your Privacy Impact Assessment the primary authorization(s) related to your initiative from the collection authority section below.

Section	Authority - A public body may collection personal information only if:
26(a)	The collection of the information is expressly authorized under an Act (Act name, and relevant section numbers must be provided)
26(b)	The information is collected for the purposes of law enforcement*
26(c)	The information relates directly to and is necessary for a program or activity of the public body
26(d)	With respect to personal information collected for a <u>prescribed* purpose</u> (i) the individual the information is about has consented in the prescribed* manner to that collection and (ii) a reasonable person would consider that collection appropriate in the circumstances
26(e)	The information is necessary for the purposes of planning or evaluating a program or activity of a public body
26(f)	The information is necessary for the purpose of reducing the risk that an individual will be a victim of domestic violence, if domestic violence is reasonable to occur
26(g)	The information is collected by observation at a presentation, ceremony, performance, sports meet or similar event (i) at which the individual voluntarily appears, and (ii) that is open to the public
26(h)	The information is personal identity information that is collected by (i) a provincial identity information services provider and the collection of the information is necessary to enable the provincial identity information services providers to provide services under section 69.2 or (ii) a public body from a provincial identity information services provider and the collection of the information is necessary to enable (a) the public body to identify an individual for the purpose of providing a service to the individual or, (b) the provincial identity information services provider to provider services under section 69.2

*Relevant definitions:

Prescribed: means prescribed by FOIPPA regulation.

Law enforcement: means (a) policing, including criminal intelligence operations, (b) investigations that lead or could lead to a penalty or sanction being imposed, or (c) proceedings that lead or could lead to a penalty or sanction being imposed.

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Appendix B

Use Authorities:

Section 32 of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) details the authorities under which a public body may use personal information. If a program uses personal information in any way, the program must have an authority to use that information. Please cite in your Privacy Impact Assessment the primary authorization(s) related to your initiative from the use authority section below.

Section	Authority - A public body may use personal information only:
32(a)	For the purpose for which that information was obtained or compiled, or for a use consistent* with that purpose
32(b)	If the individual the information is about has identified the information and has consented, in the prescribed* manner, to the use
32(c)	For a purpose for which that information may be disclosed to that public body under sections 33 to 36

*Relevant definitions:

Consistent purpose: A use of personal information is consistent with the purpose for which the information was obtained or compiled is the use (a) has a reasonable and direct connection to that purpose, and (b) is necessary for performing the statutory duties of, or for operating a program or activity of, the public body that uses or discloses the information.

Prescribed: means prescribed by FOIPPA regulation.

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Appendix C

Disclosure Authorities:

Sections 33 to 36 of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) detail the authorities under which a public body may disclose personal information. If personal information moves in any way from one person to another the program must have an authority to disclose that information. Disclosures can include, but are not limited to: sharing, releasing, transferring, provision of access, publication, or divulging personal information. Please cite in your Privacy Impact Assessment the primary authorization(s) related to your initiative from the disclosure authority section below.

The list of disclosure provisions under FOIPPA is lengthy. For ease of use we have organized all of the disclosure provisions into common categories based on the purpose of the disclosure. For an ordered listing of disclosure authorities, please see sections 33-36 in FOIPPA [here](#).

Some authorities will appear more than once. Every instance where disclosure can only occur within Canada has been explicitly identified as "A public body may disclose personal information inside Canada only..."

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	Disclosures with an individual's consent or other authorizations
33.1(1)(b)	If the individual the information is about has identified the information and consented, in the prescribed* manner, to its disclosure inside or outside Canada, as applicable
33.2(g)	A public body may disclose personal information inside Canada only <u>to a member of the Legislative Assembly</u> who has been requested by the individual the information is about to assist in resolving a problem



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33.2(h)	A public body may disclose personal information inside Canada only <u>to a representative of the bargaining agent</u> , who has been authorized in writing by the employee whom the information is about, to make an inquiry
33.1(7)	A public body may disclose personal information <u>to the individual</u> the information is about if (a) the individual has initiated contact with the public body about a matter and the public body is responding to that contact, (b) the public body discloses information only in respect of the matter, and (c) the public body use (i) the same communication method used by the individual to initiate contact, or (ii) another communication method authorized by the individual
	Disclosures for a consistent purpose
33.2(a)	A public body may disclose personal information inside Canada only for the purpose for which it was obtained or compiled or for a use consistent with that purpose
	Disclosures resulting from public events and/or dialogues
33.1(1)(q)	If the information was collected by observation at a presentation, ceremony, performance, sports meet or similar event (i) at which the individual voluntarily appeared, and (ii) that was open to the public
33.1(1)(r)	If the information (i) was disclosed <u>on a social media site</u> by the individual the information is about, (ii) is obtained or compiled by the public body for the purpose of enabling the public body to engage individuals in public discussion or promotion respecting proposed or existing initiatives, policies, proposals, programs, or activities of the public body or respecting legislation relating to the public body, and (iii) is disclosed for a use that is consistent with the purpose described in subparagraph (ii)
	Disclosures to government officials
33.1(1)(e)	To an individual who is a <u>minister, an officer of the public body or an employee</u> of the public body other than a service provider, if (i) the information is necessary for the performance of the duties of the minister, officer or employee, and (ii) in relation to disclosure outside Canada, the outside disclosure is necessary

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	because the individual is temporarily travelling outside Canada.
33.1(1)(e.1)	To an individual who is a service provider of the public body, or an employee or associate of such a service provider, if (i) the information is necessary for the performance of the duties of the individual in relation to the public body, and (ii) in relation to disclosure outside Canada (A) the individual normally received such disclosure only inside Canada for the purpose of performing those duties, and (B) the outside disclosure is necessary because the individual is temporarily travelling outside Canada.
33.1(1)(f)	To an officer or employee of the public body or to a minister, if the information is immediately necessary for the protection of the health or safety of the officer, employee or minister
33.1(1)(g)	To the Attorney General or legal counsel for the public body, for the purpose of preparing or obtaining legal advice for the government or public body or for use in civil proceedings involving the government or public body
33.1(1)(h)	To the minister responsible for the <i>Coroners Act</i> or a person referred to in section 31(1) of that Act, for the purposes of that Act
33.2(c)	A public body may disclose personal information inside Canada only to an officer or employee of the public body or to a minister, if the information is necessary for the performance of the duties of the officer, employee, or minister
33.2(d)	A public body may disclose personal information inside Canada only to an officer or employee of (i) a public body, or (ii) an agency, or to a minister, if the information is necessary for the delivery of a common or integrated program* or activity and for the performance of the duties, respecting the common or integrated program or activity, of the officer, employee or minister to whom the information is disclosed
33.2(e)	A public body may disclose personal information inside Canada only to an officer or employee of a public body or to a minister, if the information is necessary for the protection of the health or safety of the officer, employee or minister
33.2(f)	A public body may disclose personal information inside Canada only to the auditor general or any other prescribed* person or body for audit purposes
33.2(g)	A public body may disclose personal information inside Canada only to a member of the Legislative Assembly who has been requested by the individual the information is about to assist in resolving a problem

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33.2(h)	<i>A public body may disclose personal information inside Canada only to a representative of the bargaining agent, who has been authorized in writing by the employee whom the information is about, to make an inquiry</i>
33.2(i)	<i>A public body may disclose personal information inside Canada only to a public body or a law enforcement agency in Canada to assist in a specific investigation (i) undertaken with a view to a law enforcement proceeding, or (ii) from which a law enforcement proceeding is likely to result</i>
33.2(j)	<i>A public body may disclose personal information inside Canada only to the archives of the government of B.C. or the archives of a public body, for archival purposes</i>
33.2(l)	<i>A public body may disclose personal information inside Canada only to an officer or employee of a public body or to a minister, if the information is necessary for the purposes of planning or evaluating a program or activity of a public body</i>
	Disclosures for financial purposes
33.1(1)(a.1)	If the information or disclosure is of a type described in section 22(4)(e), (f), (h), (i), or (j)
	22(4)(f): the disclosure reveals the financial details of a contract to supply goods or services to a public body
	22(4)(h): the information is about expenses incurred by the third party while travelling at the expense of a public body
	22(4)(j): the disclosure, in respect of a discretionary benefit of a financial nature granted to a third party by a public body, not including personal information referred to in subsection (3)(c), reveals any of the following with respect to the benefit: (i) the name of the third party to whom the benefit applies; (ii) what the benefit grants to the third party; (iii) the date the benefit was granted; (iv) the period of time the benefit is valid; (v) the date the benefit ceases.
33.1(1)(i)	If (i) the disclosure is for the purposes of collecting amounts owing to the government of B.C. or a public body by (A) an individual (B) a corporation of which the individual the information is about is or was a director or officer, and (ii) in relation to disclosure outside Canada, there are reasonable grounds for

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	purposes
	Special disclosure authorities
33.1(4)	ICBC may disclose personal information if (a) the information was obtained or compiled by ICBC for the purposes of insurance provided by the public body, and (b) disclosure of the information is necessary to investigate, manage or settle a specific insurance claim
33.1(5)	A provincial identity information services provider (PIISP) may disclose personal identity information (a) to enable the PIISP to provide services under section 69.2, or (b) to a public body if the disclosure is necessary to enable the public body to identify an individual for the purpose of providing service to the individual.
33.1(6)	A public body may disclose personal identity information to a PIISP if the disclosure is necessary to enable (a) the public body to identify an individual for the purpose of providing a service to the individual, or (b) the PIISP to provide services under section 69.2

*Relevant definitions:

Prescribed: means prescribed by FOIPPA regulation.

Consistent purpose: A use of personal information is consistent with the purpose for which the information was obtained or compiled is the use (a) has a reasonable and direct connection to that purpose, and (b) is necessary for performing the statutory duties of, or for operating a program or activity of, the public body that uses or discloses the information.

Common or Integrated Program or Activity: Means a program or activity that (a) provides one or more services through (i) a public body and one or more other public bodies or agencies working collaboratively, or (ii) one public body working on behalf of another public body or agency, and (b) is confirmed by regulation as being a common or integrated program or activity.

Law enforcement: means (a) policing, including criminal intelligence operations, (b) investigations that lead or could lead to a penalty or sanction being imposed, or (c) proceedings that lead or could lead to a penalty or sanction being imposed.

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