

Sector Focus:

University eCommunications Outsourcing in Canada

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*Assessing Privacy Risks of Extra-National Outsourcing of eCommunications:
A research project funded by the Office of the Privacy Commissioner of
Canada through the 2014-2015 Contributions program.*

Universities Included in Study

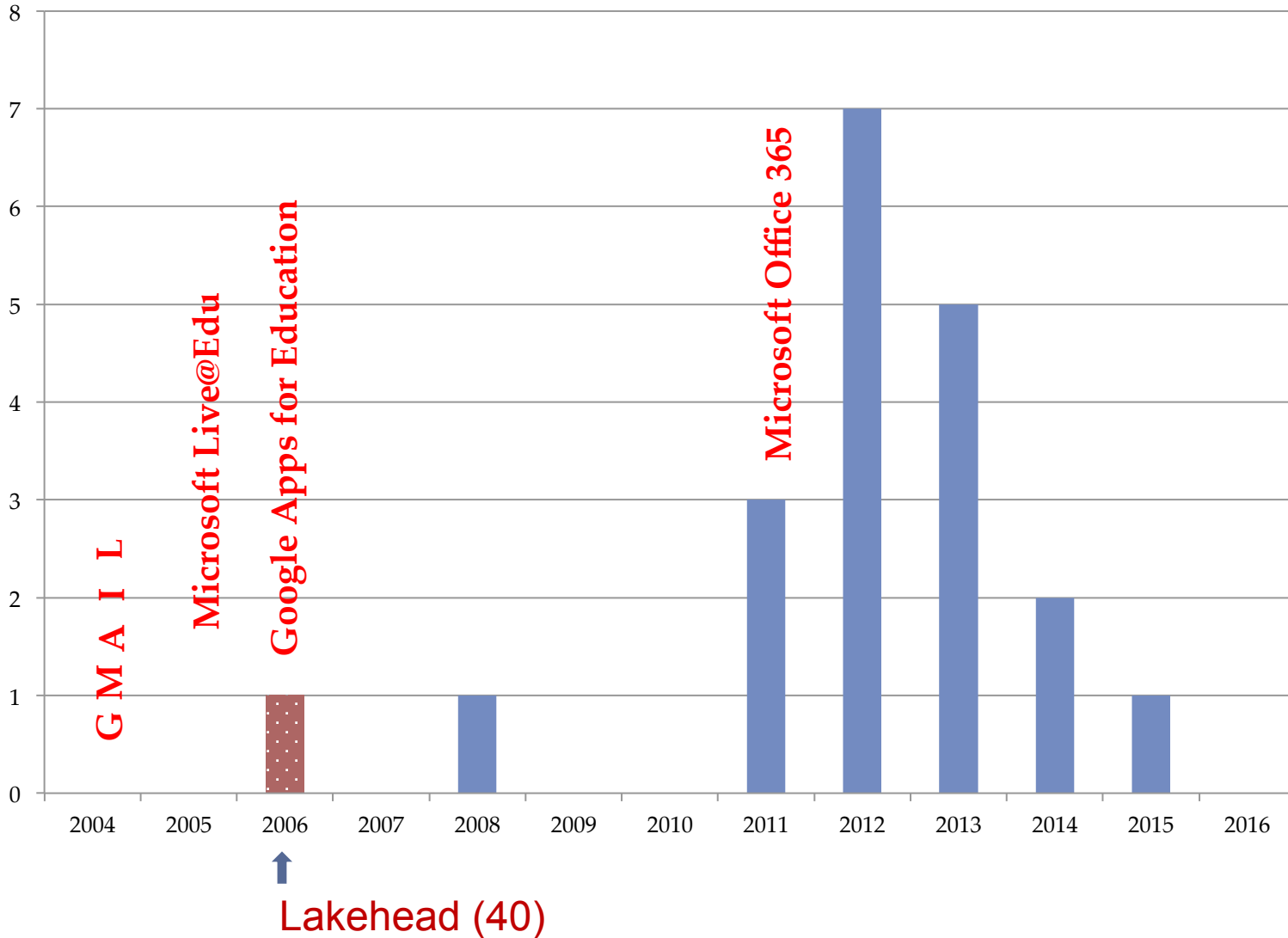
U15 Group

- 1. University of Toronto (ON)
- 2. University of British Columbia (BC)
- 4. Université de Montréal (QC)
- 5. Université Laval (QC)
- 6. University of Ottawa (ON)
- 9. University of Alberta (AB)
- 10. McGill University (QC)
- 12. University of Waterloo (ON),
- 14. McMaster University (ON)
- 15. Western University (ON)
- 16. University of Calgary (AB)
- 18. University of Manitoba (MB)
- 21. Queen's University (ON)
- 24. University of Saskatchewan (SK)
- 26. Dalhousie University (NS)

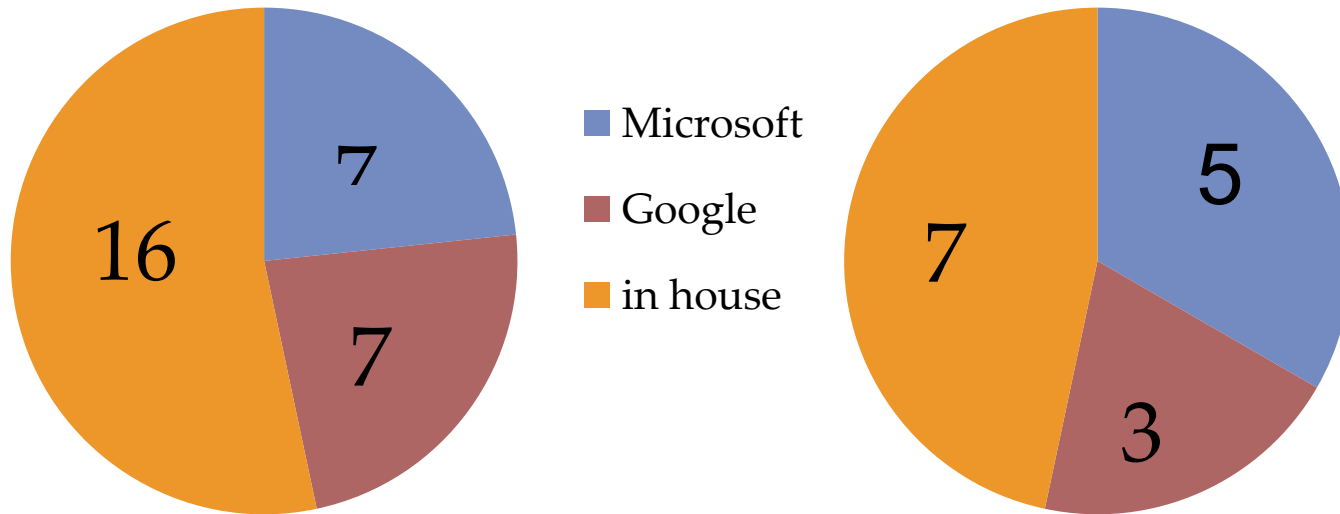
40. Lakehead (ON) first to outsource, 2006

- Leading Provincial
 - 28. Memorial (NL)
 - 35. U New Brunswick (NB)
 - 58. U Prince Edward Island (PE)
- Other Top 30 in Enrollment
 - 3. York (ON)
 - 8. Ryerson (ON)
 - 7. UQAM (QC)
 - 11. Concordia (QC)
 - 13. Athabasca University (AB)
 - 17. Simon Fraser University (BC)
 - 19. Carleton (ON)
 - 20. Guelph (ON)
 - 22. Université de Sherbrooke (QC)
 - 23. University of Victoria (BC)
 - 25. Wilfrid Laurier University (ON)
 - 27. Brock (ON)
 - 29. University of Windsor (ON)
 - 30. U Quebec @ Trois Rivières
- Other GTA
 - 34. UOIT
 - 43. Trent
 - 55. OCAD

of 30 largest enrollment universities outsourcing, by year



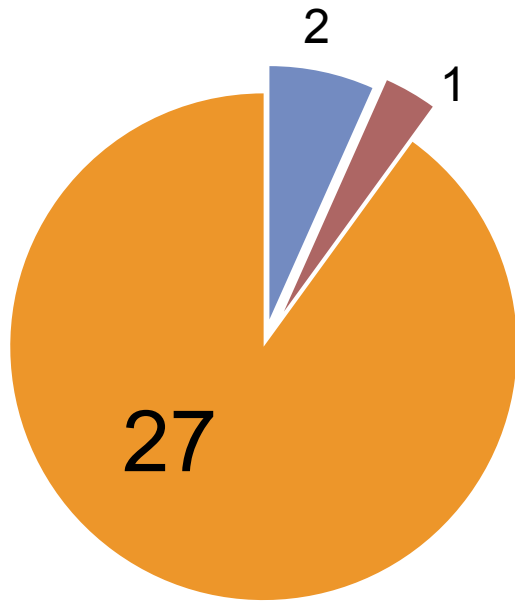
Student/alumni



Top 30 schools by enrollment

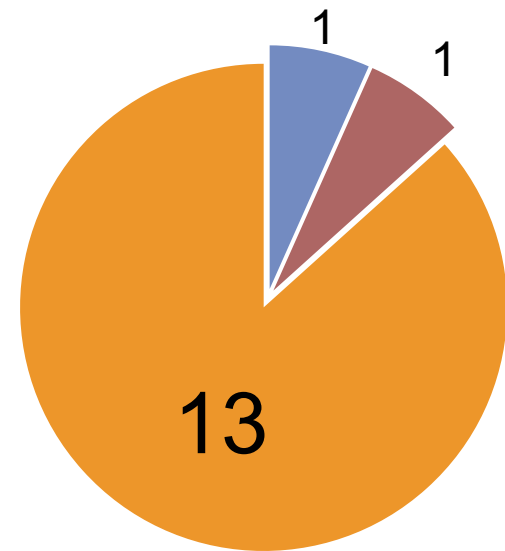
U15 schools

Faculty eCommunications Services:



Top 30 schools by enrollment

■ Microsoft
■ Google
■ in house



U15 schools

Rationale for outsourcing

- Aging, deprecated, failing in-house systems
- Student demand for new services, ability to use on mobile devices
- Free! Free!
- Significantly better service – file storage, inbox size & attachment capacity
- Release IT staff from “routine work” to do “more important” work
- “Catch up” with US/International trends



Privacy Impact Assessments

- **Recognize jurisdictional issue and risk** but vary in assessment of risk level “low/moderate/high” without supporting evidence or definitions of category.
- **Uniformly give Patriot Act as example risk legislation** “such as the Patriot Act”
- Some recognize risk of data mining, some recognize loss of control over hardware, implications for institutional continuity
- No real discussion of ability to access foreign courts for remedy of disclosures.
- **No discussion of implications of metadata exposure.**
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Contracts

- Distinguish between customer data and end user data. University is Customer, End users: faculty, staff, students
- Do not discuss customer or end user metadata
- Vendor does not take responsibility for “compliance with any data protection or privacy law applicable to Institution” ...[MS 0365 2011]
- Will disclose Customer Data to law enforced if “required by law.”
- Indicate that data will likely be stored in multiple jurisdictions for backup



Contract terms:

SO where exactly is your university's e-archive?

- “Google may store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities ...Google agrees that no facilities will exist in Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan (or any other embargoed country)
- “Customer Data that Microsoft processes on Institution's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its Affiliates or subcontractors maintains facilities...



Yes, but the service is free!

Or is it?

Three Considerations from Contract Analysis:

- UNIVERSITIES PAYING WITH THEIR BIG DATA: Metadata NOT covered in contract language – can be analyzed, aggregate data “disclosed” - \$ value here?
- PAYING WITH ASSOCIATION/ENDORSEMENT
- ADS AND DATA-MINING FOR ALUMNI ACCOUNTS

Hidden costs

- At renewal. Service changes/charges
- At termination. How is metadata/data returned? Format? Time? (30 days? Is time sufficient?)

