

Resources for Remote Proctoring Tools

Privacy and Security Terms Negotiated by Queen's University with Examity

Queen's negotiated an agreement, dated 29 June 2020, with Examity for the use of its remote proctoring service. The terms negotiated are more stringent than, and modify, the Privacy Policy posted on the Examity website.

Privacy Policy (<http://examity.com/product-privacy-policy/>) updated 24 September 2020

The following outlines the privacy and security terms negotiated by Queen's with Examity with respect to students' use of Examity.

Item	Queen's Terms in Negotiated Agreement
Definition of "personal information"	"Personal information" includes any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (including an identification number, location data or online identifier such as an IP address or a cookie identifier).
Collection of personal information	Examity shall not directly or indirectly collect any personal information for any purposes not authorized by Queen's. Personal information submitted to or created by Examity under this Agreement is owned in its entirety by Queen's.
Use of personal information	Examity will use the personal information for the purpose of supplying the Services and for no other purpose.
Disclosure of personal information	Examity will not disclose personal information for any purpose not authorized by Queen's. Only those employees and agents of Examity who require access to personal information to fulfill the services under the agreement shall have access to such information, and all such employees and agents shall have entered into a confidentiality agreement with Examity.

Storage location	Data is stored in Canada in a Rogers data centre.
Retention and disposal	Exam recordings are made available to Queen's for 30 days and archived for an additional 30 days, except for red-flagged exams which will be archived for an additional year. After these timeframes, recordings will be permanently and irretrievably destroyed in a secure manner.
Destruction of data	At any time during the agreement, including upon termination or expiration, Queen's can request that Examyty permanently and irretrievably destroy all personal information (including, but not limited to, student profile/registration information) held by Examyty in any format no later than 30 days following such request.
Governing law	The governing law is Ontario and Canada. All parties agree to comply with all laws, including without limitation the <i>Freedom of Information and Protection of Privacy Act</i> (Ontario) and the <i>Personal Information Protection and Electronic Documents Act</i> (Canada).
Security standards	Examyty shall, in accordance with industry best practices, implement, use and maintain the most appropriate administrative, physical and technological security measures and procedures to fulfill its obligations with respect to ensuring the security and integrity of the personal information. These measures and procedures will be extended by contract to all subcontractors used by Examyty.
Security audits	Examyty will conduct annual independent third party audits of its security measures and information handling practices, and upon request, provide the results to Queen's.
Breach notification	Examyty must notify Queen's of a breach within 24 hours.
Insurance	Examyty warrants it has computer security and privacy liability insurance.
Assignment	Examyty cannot assign the agreement without the prior written consent of Queen's.