This Privacy Impact Assessment (PIA) is intended to help departments and units make informed decisions about a contractor’s proposed modifications to the PDPA by documenting and assessing if and how the modifications:

* Impact individuals’ privacy; and/or
* Introduce risk for the UW.

The UW Privacy Office does not recommend modifying or negotiating the PDPA unless your department or unit has or engages with individuals with appropriate privacy or legal expertise. If you have questions about the PDPA or using this PIA, you may request assistance from the UW Privacy Office through its PDPA Support Request Form.

INSTRUCTIONS

Begin by providing information about departmental or unit roles and responsibilities as well as the contractor in Steps 1 and 2. Then complete Steps 3 through 6 in the pages to follow. Be as clear and concise in your responses as needed for the appropriate individual(s) in your department or unit to make informed decisions about proposed modification(s) to the PDPA. You may write “N/A” in any of the sections below for which the contractor has not proposed modification.

STEP 1: ESTABLISH ROLES AND RESPONSIBILITIES

Identify and document who in your department or unit will:

Complete the Privacy Impact Assessment for PDPA Modifications: [insert Name and Title]

Be responsible for the risks, compliance obligations, budgets, and financial costs associated with privacy, including making decisions about PDPA-related risks: [insert Name and Title]

STEP 2: CONTRACTOR INFORMATION

UW Department or Unit: [insert Name]

Contractor: [insert Name]

Contractor Product, Service, or Activity: [insert name of product, service or activity]

Name of Underlying Agreement with Contractor: [insert name of underlying agreement with contractor]

Desired PDPA Finalization Date: [insert month day, year]

| STEP 3:  DESCRIBE PROPOSED MODIFICATION(S) TO PDPA | STEP 4:  DESCRIBE IMPACTS TO INDIVIDUALS’ PRIVACY | STEP 5:  DESCRIBE RISKS TO UW | STEP 6:  DOCUMENT DECISION ABOUT MODIFICATION(S) TO PDPA |
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| 1. **Introduction, Parties and Effective Date**   Creates clarity as to the contracting parties and the role of the PDPA in the larger contracting relationship. | | | |
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| 1. **Definitions**   Gives meaning to terms that help UW articulate its privacy expectations, consolidate varying definitions in applicable laws, and address an evolving privacy landscape. | | | |
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| 1. **Standard of Care**   Articulates a contractor’s accountability for quality and sufficient personal data protection practices. | | | |
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| 1. **Purpose and Limits of Data Processing**   Establishes that personal data may only be used to fulfill the specific purpose for which UW engaged a contractor; prohibits a contractor’s secondary use of personal data; and establishes UW’s control of lawfulness, notice, and consent determinations. | | | |
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| 1. **Non-Disclosure and Data Requests**   Requires a contractor to keep personal data confidential and to assist UW in responding to individuals who exercise legal rights relating to their personal data (such as access, correction, limitation of use, erasure, etc.) | | | |
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| 1. **Compliance and Data Transfers**   Helps ensure that the contractor is aware of and adheres to the legal and regulatory requirements that relate to the University Personal Data that is processed by the contractor on UW’s behalf. Also establishes a mechanism for cross-border data transfers from the European Economic area and Switzerland to the United States. | | | |
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| 1. **Safeguarding Data**   Requires a contractor to implement appropriate administrative, technical, and physical security measures to protect personal data. | | | |
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| 1. **Data Breach Response**   Articulates how a contractor should respond if it experiences a data breach. Also enables UW to determine how to best manage its compliance obligations and its communications with and/or support to individuals who entrusted UW with their personal data. | | | |
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| 1. **Disposition of University Personal Data Upon Termination or Fulfillment of Purpose**   Enables UW to determine what happens to personal data when it is no longer needed for data processing by the contractor or when the underlying agreement (ex. a service contract) comes to an end. | | | |
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| 1. **General Terms**   Creates contractual mechanisms to maintain the integrity of the PDPA and clarify aspects of its use. | | | |
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| **Description of Data Processing Exhibit**  Requires the parties to the PDPA to articulate certain details such as why personal data will undergo data processing; what data processing activities will take place; and what specific personal data will undergo data processing. | | | |
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