

## In-course Use of External Educational Software and Services

Educational software or services developed and owned by third-parties, including those linked to textbooks, in-class surveys, course assignments and quizzes can be invaluable tools for the development and teaching of courses.

When using any external service, instructors should respect the requirements below with respect to student personal information.

Instructors must maintain the confidentiality of student personal information at all times. In accordance with the *Policy concerning the Protection of Personal Information*, SG-9, “personal information” is information that allows a person to be identified (e.g., name, email address, student number, course name/ number, etc.).

Students must consent to the release of their personal information. As a result, **any external service where student personal information is provided to a third party can only be used in a course if each of the students concerned have provided consent. Consent should be provided directly by students to the third party by having the students sign up directly with the external service.** This allows students the opportunity to read the privacy policy and the terms of use of the service and to decide if they are comfortable with using the service. **Student personal information should never be provided directly by an instructor to those external to the University.**

Consent to release personal information must be given freely. It *may not* be mandatory for students to provide their personal information. **Should a student not be comfortable with providing any information to an external party, alternate options, which do not penalize the student and which do not imply the provision of personal information by students, should be made available.** Any such options should be presented to students at the same time as faculty members present the external service and, ideally, in the course outline. The standard wording below may be used in course outlines:

*Students are advised that external software and/or websites will be used in the course and students may be asked to submit or consent to the submission of their work to an online service. Students are responsible for reading and deciding whether or not to agree to any applicable terms of use. Use of this software and service is voluntary. Students who do not consent to the use the software or service should inform themselves of alternative assignments/documentation that may be submitted by consulting the instructor of the course.*

*By using the external software or websites, students agree to provide and share their work and certain personal information (where applicable) with the website/software provider. Students are advised that the University cannot guarantee the protection of intellectual property rights or personal information provided to any website or software company operating anywhere, but especially when that company is located in a jurisdiction outside of Canada, including the US. Intellectual property and personal information held in foreign jurisdictions are subject to the laws of such jurisdictions.*

Should you have any questions about use of a particular external software or service in your course, please contact:

The Centre for Teaching and Learning  
(514) 848-2424 x 2496  
[teaching@concordia.ca](mailto:teaching@concordia.ca)

Legal Services, University Secretariat  
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