Information and Privacy Commissioner,
Ontario, Canada

Commissaire à l'information et à la protection de la vie privée,
Ontario, Canada

ORDER PO-4372

Appeal PA21-00178

University of Ontario Institute of Technology

March 28, 2023

Summary: The appellant sought access under the *Freedom of Information and Protection of Privacy Act* (the *Act*) to records on the university's email server related to a full-time professor's part-time job as an editor for an academic journal. The university denied access to the records, claiming that it did not have custody or control of them pursuant to section 10(1) of the *Act*. In the alternative, the university applied the research exclusion in section 65(8.1) of the *Act* to deny access to them.

In this order, the adjudicator dismisses the appeal. She finds that the records are not subject to the right of access in section 10(1) of the *Act* because they are not in the university's custody or under its control. As a result, it is not necessary to consider whether they are excluded from the application of the *Act* by reason of the section 65(8.1) research exclusion.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, section 10(1).

Cases Considered: *City of Ottawa v. Ontario*, 2010 ONSC 6835 (Div. Ct.), leave to appeal refused (March 30, 2011), Doc. M39605 (C.A.).

OVERVIEW:

[1] The appellant sought access to records on a university's email server related to a full-time professor's paid part-time job as an editor for an academic journal.

[2] Specifically, the University of Ontario Institute of Technology (UOIT or the

university) received a request under the *Freedom of Information and Protection of Privacy Act* (*FIPPA* or the *Act*) for the following information:

> All email records in [named professor's] email ([university email address of named professor]) to or from [named publisher domain] or including [named publisher] in the text.[1]

[3] In response, the university issued an access decision, denying access to the responsive records in their entirety. The university claimed that the records were not in its custody or control under section 10(1) of the *Act* and, alternatively, that the records were excluded from the scope of the *Act* under the research exclusion in section 65(8.1) of the *Act*.[2]

[4] The requester (now the appellant) appealed the university's decision to the Information and Privacy Commissioner of Ontario (the IPC) and a mediator was assigned to attempt to resolve the issues in this appeal.

[5] As no mediated resolution was achieved, the file was moved to the adjudication stage of the appeals process, where an adjudicator may conduct an inquiry. The adjudicator formerly assigned to this appeal received representations from the university and the appellant. These representations were shared between the parties. Portions of the university's representations were withheld from the appellant as they met the IPC's confidentiality criteria in *Practice Direction 7*.

[6] The appeal was then assigned to me to continue the adjudication. I reviewed the representations submitted by the parties and decided that I did not require further representations to determine the issues in this appeal.

[7] In this order, I find that the records are not within the university's custody or under its control and I dismiss the appeal. Because the university does not have custody or control of the records, I do not need to consider whether they are excluded from the application of the *Act* by reason of section 65(8.1).

RECORDS:

[8] The university located 1999 responsive records in the professor's university email

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[1] The timeframe for the request was from 2016 to the date of the request (December 11, 2020).

[2] Section 65(8.1) reads in part:

> This Act does not apply,
> (a) to a record respecting or associated with research conducted or proposed by an employee of an educational institution or by a person associated with an educational institution;
> (b) to a record of teaching materials collected, prepared or maintained by an employee of an educational institution or by a person associated with an educational institution for use at the educational institution.

account and describes them as follows:

> The majority of the records are submissions of papers or articles to the journal [name of journal] and include evaluations of those submissions and the decisions regarding publication. These records also reveal the selection and assignment of editors to evaluate specific papers derived from research.

[9] The university also indicated that there may be other responsive records, as it was advised by the professor that:

- There may be another category of records which relate to employment matters within the journal, such as the hiring and selection of editors, and conflicts of interest … with editors; and,
- Some of the records contain personal matters related to the professor's travel and a stipend through the journal's publisher[.]

DISCUSSION:

Are the records "in the custody" or "under the control" of the university under section 10(1)?

[10] For the following reasons, I find that the records are not within the university's custody or control.

[11] Section 10(1) reads, in part:

> Every person has a right of access to a record or a part of a record in the custody or under the control of an institution unless . . .[3]

[12] Under section 10(1), the *Act* applies only to records that are in the custody or under the control of an institution.

[13] A record will be subject to the *Act* if it is in the custody or under the control of an institution; it need not be both.[4]

[14] A finding that a record is in the custody or under the control of an institution does not necessarily mean that a requester will be provided access to it.[5] A record within an institution's custody or control may be excluded from the application of the *Act* under one of the provisions in section 65, or may be subject to a mandatory or

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[3] The remainder of section 10(1) is not relevant for the purposes of this decision.
[4] Order P-239 and *Ministry of the Attorney General v. Information and Privacy Commissioner*, 2011 ONSC 172 (Div. Ct.).
[5] Order PO-2836.

discretionary exemption (found at sections 12 through 22 and section 49).

[15] The courts and the IPC have applied a broad and liberal approach to the custody or control question.[6] Based this approach, the IPC has developed a list of factors to consider in determining whether or not a record is in the custody or control of an institution, as follows.[7] The list is not intended to be exhaustive. Some of the listed factors may not apply in a specific case, while other unlisted factors may apply.

- Was the record created by an officer or employee of the university?[8]
- What use did the creator intend to make of the record?[9]
- Does the university have a statutory power or duty to carry out the activity that resulted in the creation of the record?[10]
- Is the activity in question a "core", "central" or "basic" function of the university?[11]
- Does the content of the record relate to the university's mandate and functions?[12]
- Does the university have physical possession of the record, either because it has been voluntarily provided by the creator or pursuant to a mandatory statutory or employment requirement?[13]
- If the university does have possession of the record, is it more than "bare possession"?[14]
- If the university does not have possession of the record, is it being held by an officer or employee of the university for the purposes of his or her duties as an officer or employee?[15]

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[6] *Ontario (Criminal Code Review Board) v. Ontario (Information and Privacy Commissioner)*, [1999] O.J. No. 4072; *Canada Post Corp. v. Canada (Minister of Public Works)* (1995), 30 Admin. L.R. (2d) 242 (Fed. C.A.); and Order MO-1251.
[7] Orders 120, MO-1251, PO-2306 and PO-2683.
[8] Order 120.
[9] Orders 120 and P-239.
[10] Order P-912, upheld in *Ontario (Criminal Code Review Board) v. Ontario (Information and Privacy Commissioner)*, cited above.
[11] Order P-912.
[12] *Ministry of the Attorney General v. Information and Privacy Commissioner*, cited above; *City of Ottawa Ontario*, 2010 ONSC 6835 (Div. Ct.), leave to appeal refused (March 30, 2011), Doc. M39605 (C.A.); and Orders 120 and P-239.
[13] Orders 120 and P-239.
[14] Order P-239 and *Ministry of the Attorney General v. Information and Privacy Commissioner*, cited above.
[15] Orders 120 and P-239.

- Does the university have a right to possession of the record?[16]
- Does the university have the authority to regulate the record's content, use and disposal?[17]
- Are there any limits on the use to which the university may put the record, what are those limits, and why do they apply to the record?[18]
- To what extent has the university relied upon the record?[19]
- How closely is the record integrated with other records held by the university?[20]
- What is the customary practice of the university and institutions similar to it in relation to possession or control of records of this nature, in similar circumstances?[21]

[16] In determining whether records are in the "custody or control" of an institution, the above factors must be considered contextually in light of the purpose of the legislation.[22]

Representations

[17] The university states that the records are neither in its custody nor under its control and that it has only "bare possession" of the records, which does not amount to "custody" within the meaning of the *Act*.

[18] The university acknowledges that the records were created by the professor who is employed by the university and is a member of the UOIT Faculty Association. It states that the professor is subject to a Collective Agreement[23] that protects his academic freedom to determine how and what to teach and research and to engage in outside activities in furtherance of his research interests and activities. The university states that when professors engage in outside activities, they do not do so as representatives of the university.

[19] The university submits that the Collective Agreement explicitly permits faculty members to take on external paid and volunteer positions. It states that the records are being held by the professor distinct from his role as a professor at the university and

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[16] Orders 120 and P-239.
[17] Orders 120 and P-239.
[18] *Ministry of the Attorney General v. Information and Privacy Commissioner*, cited above.
[19] *Ministry of the Attorney General v. Information and Privacy Commissioner*, cited above; Orders 120 and P-239.
[20] Orders 120 and P-239.
[21] Order MO-1251.
[22] *City of Ottawa v. Ontario*, cited above.
[23] The Collective Agreement is found at: https://shared.uoit.ca/shared/department/hr/Working-at-UOIT/faculty-association---collective-agreement,-effective-march-4,-2019-to-june-30,-2021.pdf

purely as part of his external paid engagement as an editor with the journal that is published and owned by a third party outside of the university in the private sector.

[20] The university submits that the professor's role as an editor, and therefore the creation of the records, is not related to the university's mandate under the *University of Ontario Institute of Technology Act, 2002*. It says that the professor's engagement with the journal is not a core, central or basic function of the university nor does the professor's involvement in the journal relate to any core, central or basic function of the university. It states:

> The university has bare possession of the records because the professor used his university-provided email account to generate and store the records. However, the professor did not voluntarily provide the records to the university, and unauthorized disclosure of such records by the university can damage the relationship between the professor and the university, especially given that the records do not relate to the core functions of the university. The unauthorized disclosure may also adversely affect the professor's relationship/employment with the journal, and further adversely affect the journal's interests...

[21] The university submits that its possession of the record by virtue of having it on its information technology resources system does not give the university the right to use the record at its discretion nor is the university responsible for the care and protection of these records. The university relies on the Divisional Court case of *City of Ottawa v. Ontario*,[24] which found that where a City of Ottawa employee used his work-issued email address to send and receive personal emails unrelated to his work, those emails were not in the city's custody.

[22] The university relies on its "Technical Use Policy" to support its position that it does not have a right to deal with the records. It points out that the records are not "University Records"[25] under the policy, nor does the university have any responsibility for their care and protection.[26] It states that the policy distinguishes between a University Record and other information created and stored using the university's information technology resources, indicating that not all records created and stored using the university's IT resources are inherently University Records. The university refers to this policy that states that:

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[24] *City of Ottawa v. Ontario*, cited above.

[25] "University Record" at https://usgc.ontariotechu.ca/policy/policy-library/glossary.php is defined as a fixed unit of information in any format that documents a transaction, decision or relationship made by the university. It has continuing value in the future to complete further work, to provide evidence, to serve as institutional memory of obligations, responsibilities, decisions and actions, or to document the unique character and history of the institution.

[26] The university's "Technical Use Policy" found at: https://usgc.ontariotechu.ca/policy/policy-library/policies/legal,-compliance-and-governance/information-technology-acceptable-use-policy.php

> 13.1 Employees are permitted to use IT Resources for occasional and limited personal use and consistently with this Policy and the Personal Use of University Resources Policy.

[23] The university states that the records relate to private matter of the professor, it has not relied on the records, and that it has no authority to regulate the records' content, use and disposal.

[24] The university states that it did not pay for creation of the records, since the university has no need to access the records, does not access the records to substantiate the professor's provision of service as required by the collective agreement, and would not access the records except to respond to the access request at issue.[27] Regarding this issue, it states:

> Despite the university compensating the professor for providing community service, the university does not closely monitor such community service and does not monitor whether it is provided within or outside of the university community. If the professor's community service was closely monitored by the university, it would be due to such service relating to the mandate, function or core function of the university. While it can be said that the community service of a professor affiliated with the university might enhance the reputation of the university and the professor associated with the university, that does not give the university the right to rely upon, use or otherwise deal with the records of a professor providing services, in this case, paid services, to a private entity wholly outside of the ambit of the *Act*.

[25] The university further states that there are no provisions in any contracts between the university and professor that expressly or by implication give the university the right to possess or otherwise control the records and the professor was not acting as an agent of the university in his external work with the journal. It states that the professor did not have authority to bind the university in relation to his work on the journal.[28]

[26] The appellant, on the other hand, argues that the professor acts as a representative of the university, and prominently features his employment with the university in his work with the publisher of the academic journal.

[27] The appellant states that the university legitimizes and subsidizes the professor's work for the for-profit publisher, because the professor is editing the journal with the expertise the university hired him for in relation to his professorial duties. He argues that that the professor and the university are "intertwined with" the publisher since, in

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[27] Regarding services provided by a professor, see the discussion of Article 16 of the Collective Agreement below.

[28] The university relies Article 14 of the Collective Agreement, which I address below.

his view, the university is providing support to the publisher in the form of the professor's work.

[28] The appellant also submits that the content of the records relates to the university's mandate in the areas of research and academic leadership.

[29] In relation to *City of Ottawa v. Ontario*,[29] relied upon by the university, the appellant argues that the case is wrongly decided and/or not relevant:

> That … employee [in the *City of Ottawa* case] probably should not have been using their … work email address in personal matters, especially if they wanted to preserve personal privacy and autonomy.
>
> Further, using a university email for personal reasons should not absolve someone from [freedom of information] obligations, especially if they are using that email - and the university's images - in questionable or inappropriate contexts.

[30] The appellant argues that the work for the publisher is in fact fulfilling the professor's professional duties in relation to the university. He says that since universities are subsidizing these publishers by providing institutional support for this work, these publishing relationships should be subject to public scrutiny.

[31] The appellant provides examples of three American universities that he says released peer review information in response to freedom of information requests.[30]

[32] In reply, the university reiterates that it does not monitor the professor's work with the publisher, a private corporation not subject to *FIPPA*. It states that this unmonitored editing and publishing work is not teaching, research or service work for the university pursued on behalf of the university or in furtherance of its statutory mandate. The university states that professors have freedom to engage in external pursuits that are complementary to and further their academic work.

[33] The university states that it does not provide institutional or other support for the professor's work with the for-profit publisher. It submits that if it did, then the university would be subsidizing the professor's work with the publisher and supporting a for-profit publisher. It submits that this argument strains credulity.

[34] The appellant argues that the professor's work with the publisher is within the purview of his employment at the university, as is evidenced by the university concession that the professor's work with the publisher could at the very least fall

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[29] Cited above.

[30] The appellant relies on Cohen, Philip N. (2018). Enduring Bonds. Berkeley: University of California Press (Ch. 4); Pickett, Justin (2020). "The Stewart Retractions: A Quantitative and Qualitative Analysis." Econ Journal Watch, 17(1): 152-190.

within the "service" component of his university job.[31]

Findings

[35] The appellant seeks access to emails located in the professor's university email account that were sent to or received from the publisher, as well as emails in the professor's university email account that include the publisher's name in the text. Although the university located responsive records, it maintains that it has merely bare possession of them and that it does not have custody of the records within the meaning of the *Act*.

[36] As noted above, the IPC has developed a list of factors to consider in determining whether or not a record is in the custody or control of an institution.[32] The list is not intended to be exhaustive. Some of the listed factors may not apply in a specific case, while other unlisted factors may apply. I will now examine what I consider to be the most relevant listed factors.

[37] It is not in dispute that the professor is a university employee and that university has possession of the emails on its servers. However, records relating to the personal matters or activities of a professor or teaching professional at a university that are not related to the university's mandate have been found to not be within the university's custody or control.[33]

[38] Bare possession has been found by the IPC to not amount to custody or control. As stated in Order P-239:

> I agree that bare possession does not amount to custody for the purposes of the *Act*. In my view, there must be some right to deal with the records and some responsibility for their care and protection.

[39] I must, therefore, examine all of the circumstances to determine whether the university's possession of the records amounts to custody or control. For the reasons that follow, I find that the university has bare possession of the records and nothing more. Absent some right to deal with the records and some responsibility for their care and protection, the university's possession of these records amounts to bare possession only.[34]

[40] All of the records at issue relate to the professor's work with the publisher. They consist of emails between the professor and the publisher concerning business that

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[31] Section 16 of the Collective Agreement to which the professor is subject provides that Faculty Members have a right and responsibility to engage in an appropriate combination of research, teaching and service. Service may include community and professional service that extends beyond the boundaries of the university.
[32] Orders 120, MO-1251, PO-2306 and PO-2683.
[33] Orders PO-3009-F and PO-3216.
[34] Order P-239.

does not relate to the university's mandate and functions. Under the circumstances, I accept that the university's authority over the creation, content, use and disposal of these records is limited to its role in monitoring the use of its systems in accordance with its Use of Technology Policy. The Collective Agreement, which I discuss in more detail below, does not state that the university has the authority to regulate the records' content, use or disposal.

[41] Section 4 of the *University of Ontario Institute of Technology Act, 2002* provides that the objects of the university are,

a. to provide undergraduate and postgraduate university programs with a primary focus on those programs that are innovative and responsive to the individual needs of students and to the market-driven needs of employers;

b. to advance the highest quality of learning, teaching, research and professional practice;

c. to contribute to the advancement of Ontario in the Canadian and global contexts with particular focus on the Durham region and Northumberland County; and

d. to facilitate student transition between college-level programs and university-level programs.

[42] Other responsibilities of the university are found elsewhere in the statute. However, nowhere does the statute specifically contemplate that a professor's work for an entity outside of the university is part of the university's mandate. I find that the university did not have a statutory power or duty to carry out the activity that resulted in the creation of the records, namely the professor's job as an editor of the journal.

[43] The professor is a member of the UOIT Faculty Association and is subject to 16.01, which provides for three aspects of a professor's activities: research, teaching, and service:

a. Faculty Members have rights, duties and responsibilities which derive from their positions as teachers and scholars working within the University community.

b. Faculty Members have a right and responsibility to engage in an appropriate combination of the following activities:

    i. Research: Whereby Faculty Members make original contributions to their fields of learning.

    ii. Teaching: Whereby Faculty Members convey information and techniques to students and foster critical and creative thinking.

iii. Service: Whereby Faculty Members contribute to the governance of the University through active and engaged participation on its collegial and administrative bodies. Service may also include community and professional Service that extends beyond the boundaries of the University. [My emphasis].

[44] The Collective Agreement also contemplates that service may include serving on editorial boards. Section 16.04 provides in part that:

> a) The University believes that a great university should reach out to the world. Accordingly, the Employer encourages Faculty Members to participate in the activities of professional associations, learned societies, or the voluntary practice of the Faculty Member's profession, activities which support and/or promote the advancement of Research, scholarship, Teaching, artistic creation, or professional development.
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> b) Service may include but is not limited to:
>
> > …ix. serving on editorial boards for journals, conferences, conference proceedings, etc. …

[45] Further, the professor is subject to Article 14 of the Collective Agreement[35] that protects his academic freedom to determine how and what to teach and research and to engage in outside activities in furtherance of his research interests and activities. Section 14 of the Collective Agreement provides in part that:

> 14.01 The University regards academic freedom as indispensable to the pursuit of knowledge and of service to the common good of society, through searching for, and disseminating, knowledge and understanding, and through fostering independent thinking and expression. These ends cannot be achieved without academic freedom.
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> 14.02 Academic freedom of Faculty Members resides at the core of the University's mission and includes the freedom to: teach and discuss; engage in research and define research questions; pursue answers with rigor; disseminate knowledge; produce and perform creative works; engage and participate in Service activities; express one's opinion about the University, its administration, and the system in which one works; participate in professional and representative academic bodies; and select, acquire, disseminate, or critique documents or other materials as is relevant in the performance of the Faculty Member's Teaching, Research, Service, and Other obligations, as applicable. Accordingly, academic freedom is the right of every Faculty Member.

[35] The Collective Agreement is found at: https://shared.uoit.ca/shared/department/hr/Working-at-UOIT/faculty-association---collective-agreement,-effective-march-4,-2019-to-june-30,-2021.pdf

> …
>
> 14.05 Faculty Members shall not purport to speak on behalf of the University or the Association unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the University. [My emphasis].

[46] Finally, Article 25.09 of the Collective Agreement on "External Remunerative Activities" explicitly permits faculty members to take on external paid positions. This section states:

> Faculty Members are permitted to earn additional income from external activities, providing that all such activities are arranged so as not to conflict or interfere with their overriding commitment and primary professional loyalty to the University…

[47] This demonstrates that it is accepted practice for professors to take on external paid work and that such activities are accepted by both the university and the faculty association as being "external" to the university.

[48] I acknowledge that the university expects professors to engage in various types of service. That alone, however, does not mean that such service is conducted on behalf of the university. Its stands to reason that it is in the university's interest to employ professors who are engaged in various pursuits related to their university work. That does not mean, however, that the university has control over the day-to-day of those activities.

[49] I am also not satisfied that the appearance of the professor's university affiliation and qualifications on the publisher's website is any indication that he edits the journal on behalf of the university. Again, it stands to reason that an editor of an academic journal would highlight their credentials.

[50] The IPC and the courts have repeatedly found that private communications about matters unrelated to an employee's work for an institution do not become records within the custody or under the control of that institution simply because the communications went through a work email address.[36]

[51] The professor created the records to perform editing duties for an independent for-profit journal and these duties were to edit an outside academic journal for a for-profit publisher.

[52] I agree with the university that the professor's work with the journal is not monitored by the university. His work with the journal is editing work and is not

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[36] *City of Ottawa v. Ontario,* cited above.

teaching or research work for the university pursued on behalf of the university or in furtherance of its statutory mandate.

[53] The records relate to the professor's paid editing work with the journal, which he undertakes outside of the university, and is not part of his teaching or research duties as a professor at the university. Taking into account the university's purposes, I find that the professor's side editing work is not a core, central or basic function of the university. Whether it is considered under the collective agreement to be a service "outside of the boundaries of the university,", or an external remunerated activity, I am satisfied that it is not undertaken on behalf of the university.

[54] The appellant provided examples of three American (not Canadian) universities that he says released peer review information in response to access requests. I have reviewed the journal article that the appellant relies on in support of this assertion.[37] This article is about a study that analyzes a retraction of five academic articles from three sociology journals. In this article, there is a reference to email correspondence being obtained under freedom of information legislation where certain academics discussed irregularities in the five retracted articles.

[55] The article relied on by the appellant does not indicate what freedom of information legislation the emails were obtained under or what institution held the emails in question. In the circumstances, I find the article to be of limited relevance to the appeal before me.

[56] The Divisional Court, in *City of Ottawa v. Ontario*,[38] found that the personal emails of an employee of a city that were wholly unrelated to the business of the city and not relied upon for any city purpose were not in the "custody or control" of the city. It determined that the City of Ottawa did not have custody or control of its employee's personal emails simply by virtue of such communications being transmitted and stored on its computers and servers.

[57] The Divisional Court found that there is no difference between paper or electronic records and the fact that the city owned the email system and had a proprietary interest in it, and the emails on it, was irrelevant. What mattered was the content of the records. This is consistent with the university's Technical Use Policy, which recognizes that university systems may be used for outside activities.

[58] I acknowledge that the facts in *City of Ottawa* are not all fours with the case before me. In the *City of Ottawa* case, the Court found that there was no connection between the emails in question and the City of Ottawa. In the present appeal, although I find that the professor's work for the publisher is separate from his regular

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[37] The appellant relies on the article at Cohen, Philip N. (2018). Enduring Bonds. Berkeley: University of California Press (Ch. 4); Pickett, Justin (2020). "The Stewart Retractions: A Quantitative and Qualitative Analysis." Econ Journal Watch, 17(1): 152-190.
[38] Cited above.

professorial duties, I accept that his work might benefit the university (by his gaining knowledge that may assist him in performing his university functions), and that there is at least some connection between his two roles in the sense that both are related to the world of academia. On the whole, however, and for the reasons set out above, I am satisfied that his editorial duties are best viewed as a personal matter separate from his duties as a professor employed by the university.

Conclusion re custody or control

[59] I have carefully reviewed the parties' representations in this case, and considering the above listed factors to be considered in determining whether or not a record is in the custody or control of an institution, I find that the university does not have custody or control of the records that the appellant has requested. I find that they were not created as part of the professor's duties to the university, but part of a separate undertaking by the professor in editing the journal, which is published by a for-profit publisher separate from the university. The professor's work with the publisher, though contemplated by the collective agreement, is not a specific requirement of his job as a professor and in my view, the university has no authority over the records created as part of this job.

[60] While I accept that the professor's expertise relevant to his editorial work is the result of his academic background, qualifications and ongoing research and learning, I agree with the university that this expertise does not result in the professor's work for the publisher being part of university's academic, scholarly and research mandates. In other words, the professor's work for the for-profit publisher is not teaching, research or service work for the university pursued on behalf of the university or in furtherance of its statutory mandate.

[61] For these reasons, I find that the records are not in the custody or under the control of the university and are, therefore, not subject to the *Act*. As the records are not within the university's custody or control, I do not need to consider the application of the research exclusion in section 65(8.1).

ORDER:

I uphold the university's decision that the records are not within its custody or control and I dismiss the appeal.

Original signed by: March 28, 2023

Diane Smith
Adjudicator