

## Privacy Policy and Usage Instructions – Online Exams

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Institutions of higher education, including Bar-Ilan University (hereinafter: “**Bar-Ilan**”), have, in recent years, begun to conduct distance learning and to use technological means that allow exams to be administered remotely. Such systems allow examinees to be tested from any location at any time, both because of the many advantages of doing so, and due to the worldwide coronavirus pandemic, which included lockdowns and social isolation imposed on the public as safety measures due to the virus.

Bar-Ilan views preservation of exam integrity as a matter of great importance, in order to guarantee credibility of grades and degrees conferred even during times of remote exams. Bar-Ilan has thus selected use of the TomaEtest online exam platform (hereinafter: “**the platform**”) of Tomax Technologies (hereinafter: “**Tomax**”).

Before the decision was made to put this platform into place, multiple meetings and discussions were held by the Bar-Ilan administration and representatives from information security, information technology and the Bar-Ilan Supervisor for Privacy Protection with representatives of Tomax, who carried out a survey on privacy impact, so that privacy protection and data security for examinees could be guaranteed. Use of the platform is subject to a commitment by Tomax to adhere to the data security and privacy policy defined for it by the Bar-Ilan Supervisor for Privacy Protection in accordance with stipulations of the law, including guidelines of the Privacy Protection Authority. The decision to conduct exams in the manner described in this document was taken by weighing several considerations, among which are: the importance of exams for reliable and accurate reflection and evaluation of student knowledge, command and achievements in the university subject matter; concern over cheating; the wish to maintain exam integrity; and, the importance of privacy protection for the examinees. As you can see from this document, harm to examinee privacy is minimal, and the balance achieved with the other important goals is a reasonable one.

Bar-Ilan respects the privacy of its students and views privacy protection as a first-degree value alongside the other values listed above. The information presented in this document is intended to aid examinees in understanding the kind of data that is collected, the manner of collection, the use of the data and examinee rights regarding it, with the understanding that

protecting privacy and protecting the data are an important component in the relationship between Bar-Ilan and its students, and is required by law.

We request that you read this document carefully, including the portion that describes instructions for the examinee, before actually taking an exam.

Thank you for taking time out to read this document.

### **Explanation of exam format**

The list of exams to be held on the Tomax platform has been published by the Bar-Ilan administration, and is also available on the [Exam Office website](#).

Students must download the platform to their personal computers several days prior to their exam, to be sure it is operating properly and to take a trial exam, whether in an exam conducted on the platform or via the simulation exam provided by Tomax. The platform allows locking of the computer environment during the exam, and, no less important, allows for offline work in the event of a network disconnect (a solution in the event that such a problematic situation arises in middle of the exam). The platform does not take control of the computer; rather, it locks it during the exam, to guarantee that the examinee does not move to another window or use other applications, for the sake of preserving exam integrity. The platform **does not have access** to personal information the students have on their computer, and the data transmitted during the exam are student answers, and the video and audio of the exam itself.

The exam is conducted in its entirety with an open camera and microphone, with video and audio recorded (retention of recorded material – method and duration – will be addressed below), as a condition for exam submission.

The platform is operational **only** during the exam itself and shuts down when the allotted time of the exam has elapsed or when the examinee has pressed the 'exam termination' button, the earlier of the two.

[In this link](#) you can find the instruction booklet for installation and operation of the platform. Please read the instruction booklet carefully before using the platform. The link includes 5 topics:

- Step 1 – to be read before proceeding
- Step 2 – platform installation
- Step 3 – logging into an exam
- Step 4 – the course of the exam
- Step 5 – preparations before taking an exam

### **Means for preserving exam integrity**

During the exam, students are identified by their Israel ID cards (or passports). Identification takes place manually by an exam proctor appointed by Bar-Ilan, before the exam or during the course of it per university discretion, and not via technological means, so that student biometric data is not collected, other than the recording, which will be deleted after a short time as specified below.

The platform is based on examinee behavior patterns during the exam, without creation of a biometric profile of any kind, such as redirecting their gaze and/or their head for an unreasonable amount of time, etc. The platform also issues a warning if it detects an additional sound or voice in the room, or shutting of the camera and/or microphone, in order to preserve exam integrity.

Let us stress that the platform does not make decisions; rather, it notifies the authorized parties at Bar-Ilan that it identified an event raising suspicion of an exam integrity violation, indicating the point in the exam at which the event occurred. Thus, for example, when the platform identifies an additional sound, it does not know what the sound is and/or what was said, and there is a likelihood that it is simply the sound of a passing vehicle that the platform picked up. Only authorized parties of Bar-Ilan may enter the video and examine the warning event.

### **Collected data; objectives; manner of use; retention period**

Tomax will receive from Bar-Ilan University, in advance, Israel ID numbers (and passport numbers where appropriate) of active students, their contact information including cellphone numbers, and the list of exams for each student. This information is required by Tomax to link exams with students and identify them when they log in to the platform. **This information will be discarded at the end of the official Bar-Ilan exam period.**

The data collected during the exam is:

1. Event warning report from the platform on suspicion of exam integrity violation. This report includes video and audio recordings of the exam. **In the event of a “valid” exam – that is, a report** indicating no problematic event activation – no one will view the exam video after the exam is completed and the data will be deleted in full after 30 days.  
**In the event of a problematic exam** – that is, where a warning was activated on suspicion of exam integrity violation – the exam video will be examined by the authorized party at Bar-Ilan within 30 days of the exam date. If no disciplinary or exam integrity violation is found, the recordings will be deleted immediately. If there is a basis for apparent disciplinary procedures, the recordings will be forwarded as a file to the disciplinary authorities of Bar-Ilan University. In any event, all recordings that have not yet been deleted, will be deleted from the Tomax servers in their entirety after 60 days. Data and recordings sent to Bar-Ilan for disciplinary investigation against an examinee or for administering such procedures, will be retained on Bar-Ilan servers until the end of the appeal of the exam, if such is submitted, or until the culmination of the disciplinary procedure – if such is opened, the later of the two. Tomax is not authorized to access this information in any way. Access shall be given to authorized parties at Bar-Ilan only for exams for which event warnings were activated, to examine the event and to take the necessary decisions, both on an academic and a disciplinary level. The authorized party shall view the video recordings and determine whether or not exam integrity was violated.
2. The platform includes a mechanism for logging user activity for monitoring and control. The mechanism records who accessed the platform, from where and when; logs include basic data on the operating system, the browser and the IP address of the computer on which the examinee took the exam. This information is collected and stored in accordance with Regulation 10 of Protection of Privacy Regulations (Data Security), 2017, for at least 24 months, and for identifying the examinee and measuring the efficacy of the platform, data security, minimizing risk and preventing cheating.

### **Examinee consent and the examinee's right of refusal**

Taking exams in the manner described in this document requires collection of personal data about the examinee, as described above. It is hereby clarified that you are not obligated by law in any way to submit the aforementioned data, unless indicated otherwise, and that submission of such data depends on your own will to do so and your consent. Nevertheless, the aforementioned data collection is a necessary condition for taking exams in the said format.

Taking the exam in the format described shall be considered as consent by you in principle to the means described in this document for maintaining remote exam integrity; Bar-Ilan shall not ask for your consent for each exam individually.

Bar-Ilan University believes, and will do everything in its power to guarantee, that the solution selected meets the entirety of considerations that Bar-Ilan has considered and harm to examinee privacy is minimal, as you can see in this document.

If you choose not to consent to taking your exams on the platform, you must register to take exams in a computer room on campus, through the In-Bar portal. Bar-Ilan will allow you to take your exam in an alternative manner, including physically on campus on university computers, under human supervision which is not photographed nor recorded, provided that this is possible. If on-campus exams are not possible by law or practically, you will be able to take your exam physically during Moed Bet of the corresponding exam, retaining your right to an additional exam, if you wish to take one, and this, too – provided it is possible by law. In any event, student rights to two exam periods shall be retained, but not more than that.

Your refusal to take remote exams on the platform will not affect your existing rights at Bar-Ilan or your evaluation at the end of the academic year.

### **Transfer of information to third parties**

Bar-Ilan shall not transfer your personal details to any third party, including all data collected with regard to you in the course of the exam (if this data identifies you personally), except in the following cases:

1. To Tomax, as described in this document; let us stress that Tomax is not authorized under any circumstances to view photographs produced while the exams are taking place.

2. Tomax stores its data using cloud services on the secure servers of Amazon Web Service (AWS) in Ireland. AWS is compliant with the strictest standards of security and privacy, such as ISO27001:2013, 27017:2015, 27018:2019, 9001:2015, CSA STAR CCM v3.0.1, as can be viewed in the following link: <https://aws.amazon.com/security/>.
3. In accordance with a request by the examinee and/or their explicit consent.
4. In any case in which the examinee violated examinee instructions and/or privacy policy conditions and terms of use and/or cases in which the examinee violated or attempted to violate exam integrity, or the examinee carried out or attempted to carry out and/or someone on their behalf, via the platform and/or related to it, activity that contraindicates instruction in this document and/or stipulations of the law and/or examinee instructions.
5. Due to a judicial order obligating Bar-Ilan to hand over information to third parties.
6. Due to a dispute, claim, suit, demand and/or legal proceeding and/or disciplinary proceeding taking place between the examinee and/or someone on their behalf and Bar-Ilan University and/or someone on its behalf.
7. In any event in which Bar-Ilan University believes that transfer of information is necessary in order to prevent serious harm to Bar-Ilan property and/or to the body or property of the examinee and/or of third parties and/or to avoid other severe harm, in accordance with the exclusive discretion of Bar-Ilan University.
8. Anonymously – Bar-Ilan is liable to share anonymous information, that does not allow personal identification, with the general public, such as developers or rights holders, for purposes of research and/or statistics and/or improving services, etc.

#### **Rights to view and correct information**

You have the right to view the information related to you that is retained in the data repositories of Bar-Ilan, personally or via your representative who has been authorized in writing or by a custodian. Bar-Ilan shall respond to your request as soon as possible and will allow you to view the information related to you no more than 30 days from the data the request was submitted.

After you have viewed the information related to you and found it to be incorrect, incomplete, unclear or not up-to-date, you may request that the information related to you be corrected or deleted. Bar-Ilan shall respond to your request as soon as possible and no later than 30

days from the data the request was submitted, all in accordance with the particular circumstances and the directives established in the Privacy Protection Law, 5741-1981.

To that aim, you may contact the Student Services Unit at Bar-Ilan via email: [Students.Services@biu.ac.il](mailto:Students.Services@biu.ac.il)

### **Privacy policy updates and terms of use**

Bar-Ilan reserves the right to modify and update this document at any time and at its own exclusive discretion, and requests all students to revisit this page as frequently as possible. Bar-Ilan shall notify students about any significant change to the terms of this privacy policy on the home page of its website and/or by notifying users on changes via their current contact information on the Bar-Ilan systems. Continued use of the platform after the latest update of this document shall serve as consent to the changes.

### **Data repositories and information security**

The information that will be collected about you while you use the platform will be stored in the registered data repositories of Bar-Ilan, and will be used as per directives of the law, in accordance with the stipulations of this document for the aforementioned retention periods.

Tomax (which operates the platform) and Bar-Ilan University, as the case may be, implement information security systems and dedicate much effort in application and protection of the security of the platform and the personal information of examinees, including via information security policies and regulations as accepted in the domain in order to guarantee information security and privacy of the examinees and to prevent any unauthorized use of such information. Tomax is compliant with information security standards such as 2013: ISO27001 and 2015: ISO27017.

The aforementioned notwithstanding, you as an examinee are required to implement your own basic protection mechanisms on the device on which you will be taking your exam to preserve and protect your information as indicated below:

1. Define a means of identification for your device, such as: a password of at least seven characters, fingerprint, pattern, etc.
2. Automatic locking of the device after 20 minutes of inactivity.

3. Installation of standard up-to-date antivirus software.
4. Up-to-date implementation of information security as per manufacturer guidelines.
5. You may not divulge and/or to give to anyone your one-time password obtained for purpose of logging into the platform.
6. You may not allow anyone else to use your account. You must report any unauthorized use of your account to Bar-Ilan so that we could take the appropriate steps.
7. Since identifying yourself to the platform is based on your own personal details, you are required to notify Bar-Ilan about any changes in such details.

**Instructions for examinees (these instructions will also be presented by the platform)**

You hereby declare that the exam you are submitting was written by you completely independently, without any assistance from another person, and that no one other than yourself has edited, added or modified anything in the exam.

You are aware that non-independent writing of an exam and/or full and/or partial copying of the exam and any attempt to do so (even if unsuccessful), are a violation of Bar-Ilan directives and will be interpreted as an attempt to mislead Bar-Ilan and to achieve a degree fraudulently, and that severe disciplinary procedures may result.

You are aware that your work environment at the time of the exam must be clear and must include only material permitted for use per exam instructions. Furthermore, you must adhere to the [Bar-Ilan exam policy](#), student disciplinary policy, disciplinary committee guidelines published from time to time, and rules and regulations of academic integrity as described in the Bar-Ilan University bulletin.

Bar-Ilan makes sure to collect only the minimum data necessary for holding exams in the format described. As such, before activating your video, we recommend you remove anything personal that the camera may pick up that could violate your privacy from the room in which you are taking the exam.

Below are general instructions of conduct expected from examinees during the exams:

1. Examinees are to sit at a desk and not on a couch or a bed.
2. Written materials should not be left on the desk or on the surrounding walls, unless they have been authorized for the exam.

3. The room in which the exam is taken must be quiet, the examinee must be alone in the room, with no communication with anyone else, with no television and/or radio and/or additional computer and/or voice recorder or any other broadcast device turned on.
4. The room in which the exam is taken must be lit by daylight level brightness. Ceiling lighting is preferable.
5. On the desk must be one computer only, with one screen only.
6. During the exam, all software on your computer is to be shut down other than the exam platform itself.
7. Examinees must be fully dressed, as they would be if they were going out to the public domain. Inappropriate dress will be considered a violation of exam policy.
8. If support material is permitted for the exam, such as a calculator or a formula sheet, a notification of such will be made before the start of the exam and the examinee is to present the support material to the proctor at the start of the exam.
9. It is the responsibility of the examinee to connect to the exam 30 minutes before the exam start time and to verify that the video and audio components of the device are operating properly. An examinee who arrives late or does not check their camera and microphone in time before the exam will not obtain an extension.
10. Examinees may not disconnect from the platform and leave the room or move to another room during the exam. Restroom breaks are permitted for pregnant women or by presenting a medical note in advance, after obtaining permission from the Exam Office and the proctor.
11. Examinees may not use earphones during the exam.
12. It is strictly prohibited for students to be in possession of cellphones, smart watches or any other electronic devices during the exam, even if they are turned off. If a cellphone is needed for purposes of photography, explicit notification will be given.
13. The exam will appear in the platform, and answers should be provided there.

### **Contact us**

Feel free to contact us with any questions or problems related to these matters via phone at \*9392 or through the other communication channels indicated [here](#).