

RESEARCH AGREEMENT

AGREEMENT BETWEEN

The Good Samaritan Society, hereafter referred to as “the Custodian”

And

(Name of Lead Researcher) hereafter referred to as “the Researcher”

Introduction

- 1) The Researcher has applied to the Custodian for disclosure of personal health information for the research purposes described in the project plan or research proposal – application for disclosure of health information to be used in research including the research purpose(s).
- 2) A description of the Research Project is as per the Research Application form.
- 3) The Good Samaritan Society Ethics Committee is satisfied that the Researcher has met the requirements of the *Health Information Act (Alberta)* or the *Freedom of Information and Protection of Privacy Act (British Columbia)*, and has approved the project as of _____ (date of approval).
- 4) The Researcher must obtain the consents of the individual subjects prior to disclosure of their identifiable health information.
- 5) The Researcher must provide a process for subjects to withdraw consent and withdraw from participation at any time and for their information to be removed from the research.
- 6) The Custodian has decided to disclose the health information applied for to the Researcher.
- 7) The Research Agreement applies for the duration of the research project, which will begin on _____ (start date) and end on approximately _____ (end date). The Research Agreement may be extended with approval of the Custodian.

Responsibilities of the Researcher

- 8) The Researcher agrees to comply with
 - the *Health Information Act (Alberta)* or *Freedom of Information and Protection of Privacy Act (British Columbia)* and all regulations made under it.
 - any conditions imposed by the Custodian relating to the use, protection, disclosure, return or disposal of the health information.
 - any requirements of the Custodian to provide safeguards against the identification, direct or indirect, of an individual who is the subject of the health information.

Responsibilities of the Custodian

- 9) The Custodian agrees to disclose the health information or data in a specific format at a specific time(s) as timelines indicated in the proposal and
- 10) Obtaining consents is the responsibility of the researcher.

Restrictions on use and disclosure of health information

- 11) The Researcher agrees to only use the research information for purposes identified in the research proposal.
- 12) The Researcher agrees not to use or disclose the information for any subsequent or other purposes not identified in the research proposal without the prior written approval of the Custodian and/or the consent of the individual who is the subject of the information, if required by the Custodian.
- 13) The Researcher agrees to disclose information only to individuals with a need-to-know who are working with the Researcher on the Research Project.
(Names of individuals: _____)
- 14) The Researcher agrees to ensure that all individuals on the research team that have access to the health information comply with the *Health Information Act* (Alberta) or *Freedom of Information and Protection of Privacy Act* (British Columbia) and regulations and with any conditions imposed by the Custodian.

Publication of Results

- 15) The Researcher agrees that no identifying information or information that could be manipulated to identify an individual, GSS site will be published.
- 16) The Researcher agrees to provide the Custodian with the proposed report (or publication) of the results of the research for the Custodian's review and the Custodian agrees to acknowledge its receipt. The report (or publication) must include a statement that some of the information used in the study was provided by the Custodian and the Custodian expresses no opinion on the interpretation and conclusions in the publication.

Requirements to Safeguard / Retain Data

- 17) The Researcher agrees to adequately safeguard the confidentiality and security of the health information obtained by the custodian. The researcher also agrees to safeguard the privacy of the individuals who are subjects of the information by ensuring that the individuals who are the subject of the information cannot be identified directly or indirectly. The requirements of confidentiality and security survive the termination or completion of this agreement.
- 18) The Researcher agrees to report to the Custodian any breaches of confidentiality and/or security respecting the information and to take steps to both remedy the breach and prevent similar occurrences in the future.
- 19) Research data must be kept in a secure locked area. Data on which publications are or will be based are retained, or their location recorded, not materials. Data should be safely held for as long as readers of publications might reasonably expect to be able to raise questions that require reference to such information. Where it is impossible or impractical to hold data, a written

indication of the location of the data or key information regarding the location (eg. The way in which the data is called up from a limited-access database), must be identified by the researcher. The location of the researcher's diary may be sufficient if the key information is recorded in it.

- 20) The Researcher agrees to allow the Custodian to access and inspect the Researcher's premises to confirm that the Researcher is complying with the act and regulations, any imposed conditions on use, protection, disclosure, return or disposal of the information and any requirements related to the provision of security safeguards.
- 21) The Researcher agrees to dispose of the information by _____ (date of disposal) after the research has been completed by _____ (method of destruction), or by returning it to the Custodian by _____ (date of return).

Financial Arrangements

- 22) The Researcher agrees to pay the Custodian the amount of _____ (fee) to cover the cost of preparing information, transmission, photocopying, obtaining consents, etc.

Termination

- 23) In the event the agreement is breached and/or health information is disclosed or used in contravention of the terms and conditions of the agreement or the act or the regulations, the agreement may be immediately cancelled by the Custodian, the research privileges of the Researcher may be withdrawn, all research information may need to be returned to the Custodian and the Researcher may be found guilty of an offence under the appropriate legislation HIA or FIPPA or FOIPP.
- 24) The agreement may be terminated by either party under certain conditions prior to its completion.

Indemnity

- 25) The Researcher agrees to hold the Custodian harmless from any third-party claims, demands or actions for which the Researcher is legally responsible, including those arising out of negligence, willful harm or crimes by the Researcher.
- 26) The Researcher agrees to indemnify the Custodian for any and all costs or expenses paid or incurred by the Custodian as a result of any breach of any term or condition of this agreement or contravention of the act or a regulation under the act or arising out of any unauthorized disclosure by the Researcher of the health information that is subject to this agreement in any manner contrary to the agreement. Such indemnification will survive the termination of the agreement.

- 27) The Custodian is not responsible for any bodily or personal injury or property damage or business losses that may be suffered or sustained by the Researcher, or any other member of the research team.
- 28) The Researcher has no recourse against the Custodian for any loss or damage arising from any advice provided by the Custodian about the research information.

Termination of Agreement

- 29) This agreement may be terminated by either party at any time subject to the following conditions (state the conditions for termination by Custodian or Researcher, and address the retention, disposition or return of health information).

- 30) The Researcher agrees that the consent of the Custodian has been obtained prior to the transfer of the agreement to another person. Consent may be arbitrarily withheld at the discretion of the Custodian. Successors must be bound by the terms and conditions of the agreement.

Signature of Researcher

Printed Name of Researcher

Signature of Custodian Representative
Representative

Printed Name of Custodian

Date of the Agreement