

INFORMATION SHARING AGREEMENT (RESEARCH)

for Study

STUDY-NAME (RISe REF-CODE)

BETWEEN

NORTHERN HEALTH AUTHORITY

and

Dr. Name1
Dr. Name2

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For any questions related to this information sharing agreement (ISA), you may contact the Northern Health Privacy Office.

Note: Items **highlighted in yellow** require population by the Principle Investigator.

ISA Reference# (assigned by NHA Privacy)

NHA ISA REFERENCE#

PART A – PARTIES, DEFINITIONS AND PURPOSE

THIS AGREEMENT dated for reference the **9th day of December, 2020**.

AMONG:

NORTHERN HEALTH AUTHORITY, at the following address:

NORTHERN HEALTH AUTHORITY (“NHA”)
600-299 Victoria St
Prince George, B.C.
V2L 5B8

AND:

Dr. Name1]
Having a profession affiliation with **[Institution Name]**
Having an office at **[Institutional Address]**
 (“Researcher”)

Dr. Name2
Having a profession affiliation with **[Institution Name]**
Having an office at **[Institutional Address]**
 (“Researcher”)]

(each a “**Party**”, and collectively the “**Parties**”)

Definitions

- a) “**Agreement**” means this information sharing agreement.
- b) “**Applicable Law**” means all applicable laws that are binding on the Parties (or on one Party as applicable) and in effect from time to time, including without limitation:
 - i. Freedom of Information and Protection of Privacy Act of British Columbia (“FIPPA”) and the Personal Information Protection Act (“PIPA”)
 - ii. the E-Health Act and any applicable Designation Orders,
 - iii. any applicable orders of the Privacy Commissioner of British Columbia,
 - iv. any other statutes, regulations, by-laws, treaty or orders that may apply to one or more of the Approved Services,

but does not include any law, statute, regulation or by-law, treaty, order, directive, policy having the force of law, judgment, injunction, award or decree of a foreign jurisdiction outside of Canada.

- c) **“Data”** means any information (including without limitation Personal Information) that is disclosed or exchanged under this Agreement.
- d) **“Personal Information”** means personal information as defined in FIPPA.

Purpose

This Agreement governs the exchange by the Parties of Data through an Approved Service for the purposes described herein. NHA has the authority to disclose Data to Researcher, pursuant to section 33(3)(h) of FIPPA.

The Parties will exchange Data only during the term of this Agreement and only as permitted herein.

For any questions related to this information sharing agreement (ISA), you may contact the Northern Health Privacy Office by email at Privacy@northernhealth.ca.

PART B – DESCRIPTION OF RESEARCH PROJECT

The research proposal available on RISE for study [enter RISE study reference] (“Study”) will be used to inform the following.

- 1) A general description of the research study (e.g. objectives of the project, proposed method(s) of analysis).
- 2) An explanation of why the research study cannot reasonably be accomplished without the requested information.
- 3) An explanation of how the requested information will be used, including a description of any proposed linkages to be made between information in the records requested and any other personal information.
- 4) The expected period of time during which access to these records may be required.
- 5) The benefits to be derived from the research project.

If there is additional information to share, you may enter it below.

PART C – RECORDS REQUESTED

List **all** records containing de-identified personal information to which access is requested.

Access will be given **only** to records listed below. Any changes or additions to this list after the application is approved, must be made in writing and approved by all Parties.

Clearly indicate the records being requested (e.g. source, NHA identifiers, date range).

Source system	Records requested
..	..
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[[
[[
[[
[[
[[
[[
[[
[[

PART D – TERMS AND CONDITIONS

The Parties agree as follows:

- 1) The Parties shall comply with Applicable Law.

Each Party agrees to notify the other(s) of changes to Applicable Law of which the Party becomes aware that may necessitate an amendment to the terms of this Agreement.

The Parties shall promptly and in good faith take all necessary action to ensure that the terms of the Agreement remain compliant with Applicable Law.

- 2) Without limiting the obligation set out in preceding item #1, Researcher agrees to:

- a. maintain Data in confidence, and not disclose Data except as permitted by this Agreement;
- b. use Data solely for the purposes of the Study, in compliance with
 - (i) the approved Study protocol;
 - (ii) any written conditions imposed by the NHA Research Ethics Board (REB);
 - (iii) the informed consent form approved by the NHA REB or, if the requirement to obtain consent has been waived by the NHA REB, the waiver of consent approved by the NHA REB;
 - (iv) any other conditions or restrictions imposed by NHA relating to the use, security, disclosure, return or disposal of the Data, as set out in this Agreement.
- c. not use the Data to identify or attempt to identify any individuals;
- d. not use the Data to contact or attempt to contact any individuals;
- e. not transfer the Data disclosed under this Agreement to any third parties, without prior written consent of NHA and without obligating such third parties to comply with the terms and conditions no less stringent than the terms of this Agreement; and
- f. securely destroy the Data as required by the Study protocol or by NHA and provide a written confirmation of the manner of destruction to NHA.

- 3) Researcher shall use appropriate safeguards, which must be no less stringent than those safeguards that Researcher employs to protect its own confidential and proprietary information, to prevent any unauthorized use or disclosure of the Data. Researcher shall report promptly to NHA of any unauthorized use or disclosure of which Researcher becomes aware.

- 4) Researcher shall ensure appropriate physical safeguards (e.g. locked doors, cabinets) and technical safeguards (e.g. user authentication, passwords, encryption) are in effect to properly enforce the terms and conditions of this Agreement.
- 5) Researcher shall ensure that only the following persons may additionally be granted access to the Data and that each person has been obligated to comply with the terms of this Agreement:

Name	Title	Role
..

Researcher will maintain a copy of each such obligation (NHA may request a copy).

- 6) Researcher shall have the right to use the analyzed Data as part of a publication or presentation of the results of the Study, and shall own the analyzed Data that has been stripped of any personally-identifying information and incorporated into its Study database. Researcher shall not include any personally identifying information in any publication or presentation.
- 7) Researcher shall ensure that none of the Data (including copies of the Data or notes containing Data information) will be left unattended at any time. If Researcher is using the Data on NHA premises, NHA standard security policies will be followed.
- 8) Researcher shall ensure the Data, copies of the Data or any notes containing Data information will be kept, in a secure manner, at the following location(s) (may include physical address and/or computer network storage folder location):

Physical Address / Network folder location	Method to secure Data
..	..

Researcher will not remove Data from above Location(s) without prior written NHA consent.

- 9) Data destruction. Researcher shall retain the Data until the Expiry Date indicated below.
Expiry Date: **[Enter the Expiry Date]**

On or before the expiry date, Researcher will securely destroy all Study Information. Researcher will ensure that qualified information technology staff are available to complete the secure destruction activity. The expiry date may be extended through a written agreement, signed by all Parties in advance of the expiry date.

- 10) If the Researcher has reason to believe that a Data breach or breach of this Agreement has occurred, Researcher will immediately notify NHA.

- 11) Researcher shall comply with audit requests that NHA may issue from time to time, to determine compliance with the terms and conditions of this Agreement. Such measures may include, but are not limited to:
- a. on-site inspection of premises or computer databases to confirm that stated security precautions are in effect;
 - b. receipt, upon request, of a copy of any written or published work based on research carried out under the terms of this agreement;
 - c. written verification from the Researcher that the destruction of all Data has been carried out in accordance with this Agreement.
- 12) This Agreement shall come into effect on the date of signature of the last Party to sign this Agreement, and shall continue in effect until the completion or earlier termination of the Study.
- 13) This Agreement may be terminated in the following manner:
- a. anytime, upon mutual written agreement of all the Parties; or
 - b. either Party providing written notice to the other Party thirty (30) days prior to the date on which the notifying Party intends the Agreement to terminate.
- 14) The rights and obligations set forth in this Part shall survive the completion or termination of the Study.
- 15) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

PART E - SIGNATURES

IN WITNESS WHEREOF this Agreement has been signed and delivered on behalf of the Parties by their duly authorized representatives.

ISA Reference# (assigned by NHA Privacy)

NHA ISA REFERENCE#

Researcher

Signatory #1 Name]
Signatory #1 Title]

Date: _____]

Signatory #2 Name]
Signatory #2 Title]

Date: _____]

Signatory #3 Name
Signatory #3 Title

Date: _____]

Signatory #4 Name
Signatory #4 Title

Date: _____]

NORTHERN HEALTH AUTHORITY

Signature of Authorized Signatory

Name (Printed)

Date

Regional Director - Research, Evaluation &
Analytics

Title

Signature of Authorized Signatory

Name (Printed)

Date

Regional Manager Privacy

Title

Signature of Authorized Signatory

Name (Printed)

Date

Regional Director, Legal Affairs, Enterprise Risk
Management & Compliance, CPO

Title