**Data Transfer Agreement** (“Agreement”)

**Research Use of Personal Health Information**

BETWEEN: AND

|  |  |
| --- | --- |
| **[insert name here]**  **[insert address here]**  **(“RECIPIENT Institution”)** | **HAMILTON HEALTH SCIENCES CORPORATION**  **293 Wellington Street North, Suite 120**  **Hamilton, Ontario L8L 8E7**  (“**PROVIDER Institution**”) |
| **RECIPIENT Investigator:**  **Dr. [insert name here]**  **[insert address here]**  **(together with Recipient Institution: “RECIPIENT”)** | **PROVIDER Investigator:**  **Dr. [insert name here]**  **[insert address here]**  **(together with Provider Institution: “PROVIDER”)** |
| **Name of Study (“Study”): [insert study title here]** | |

**WHEREAS** PROVIDER wishes to transfer data pertaining to the Study;

**Data to be provided (“Data”): As per the REB approved Study Protocol, incorporated herein by reference.**

This Agreement, effective as of the last date of signature below, is entered into between the parties to govern the transfer of the Data from PROVIDER to RECIPIENT for use in the Study, in compliance with applicable laws. PROVIDER retains the right to refuse transfer of the Data requested.

PROVIDER will prepare and furnish to RECIPIENT the Data in accordance with Ontario’s *Personal Health Information Protection Act,* and specifically warrants that transfer of the Data by PROVIDER will be in compliance with REB approved subject informed consent forms (“ICFs”) provided by the individuals from whom the Data was collected, or terms of an REB Waiver of Consent (“REB Waiver”), as applicable (incorporated herein by reference).

RECIPIENT shall use the Data in compliance with all applicable laws; and shall specifically only use or disclose the Data for the conduct of the Study in accordance with the permitted uses of the Data specified in the applicable ICFs or REB Waiver, or otherwise as required by law. No right, title or interest in and to the Data is granted or implied to the RECIPIENT hereunder.

RECIPIENT shall have the right to use (1) the analyzed, de-identified data derived from the use of the Data, and (2) de-identified information and results arising out of analysis of the Data, as part of a publication or presentation of the results of the Study, and shall own such de-identified, analyzed data and results. RECIPIENT shall not include any personally identifying information in any publication or presentation. Provider Investigator’s contribution to the Study shall be acknowledged appropriately in any such publication or presentation in accordance with academic standards.

RECIPIENT shall use appropriate safeguards to prevent any unauthorized use or disclosure of the Data and shall report to the PROVIDER any unauthorized use or disclosure of which RECIPIENT becomes aware, or of any breach of this Agreement. RECIPIENT shall not use the Data to identify or contact the individuals from whom such Data were collected. RECIPIENT shall securely destroy the Data as required by the Protocol or PROVIDER and provide a written confirmation of the manner of destruction in a form acceptable to PROVIDER. PROVIDER may conduct audits of the RECIPIENT concerning the maintenance of appropriate security safeguards to ensure compliance with this Agreement, which may include completing a privacy assessment tool questionnaire.

RECIPIENT shall give access to the Data only to its staff with a need to know for the purpose of conducting the Study, and who are bound by RECIPIENT to comply with the terms of this Agreement.

This Agreement may be signed in counterparts, and each counterpart may be delivered by facsimile or signed PDF by email. Each counterpart shall constitute an original, and when taken together, shall constitute one and the same instrument.

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| **[INSERT NAME HERE]** | | **HAMILTON HEALTH SCIENCES CORPORATION** |
| Signature:  I have authority to bind the organization. | | Signature:  I have authority to bind the organization. |
| Date: | | Date: |
| Name & Title: [insert name & title here] | | Name & Title: Frank Naus, Director of Research Administration |
| **[INSERT RECIPIENT INVESTIGATOR NAME HERE]** | | **[INSERT PROVIDER INVESTIGATOR NAME HERE]** |
| Signature: | Signature: | |
| Date: | Date: | |