Reproductive Care Program of Nova Scotia

Reproductive Care Program
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Data Sharing Agreement

This Data Sharing Agreement made this ____ day of _____, [*insert year here]*

BETWEEN:

Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Department of Health and Wellness, (hereinafter referred to as "the Department")

-and-

[*insert researcher name here]*

-and-

[insert facility/DHA here if applicable]

The Department, as represented by the Reproductive Care Program of Nova Scotia, a provincial program of the Department, agrees to disclose to the Researcher the data [*insert details of data and append list of necessary]* (hereinafter referred to as "the Data") for the study [insert title of study] (hereinafter referred to as "the Study") subject to the following terms:

1.0 Agreed Usage

1.1 The Researcher agrees that the Data may only be used

1.1.1 for the permitted purposes, details of which are set out in Schedule "A" ("the Study"); and

1.1.2 by the Researcher's staff, agents, subcontractors and other authorized users ("authorized users") who have a need to access and use the Data for the Study.

1.2 The terms of the Study, including the permitted purposes for which the Data may be used by the Researcher, must not be varied without the prior written consent of the Department/RCP.

2.0 Publication of Data

The Researcher agrees to comply with the following publication conditions:

2.1 All references to the Data in the publications and presentations of the Researcher,

and by the Researcher with respect to the project, will acknowledge the source of the Data as the Department/RCP and the Nova Scotia Atlee Perinatal Database;

2.2 Use the Data in professional and academic publications, provided the Researcher provides to the Department/RCP, through RCP's Joint Data Access Committee, a copy of the publication and an outline of the presentation not later than one month before the date of earliest release of the publication or first presentation;

2.3 The Department/RCP will notify the Researcher within 10 days of receiving a copy of the publication and/or presentation if any issues are identified;

2.4 Not to publish the data in a form where it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify an individual;

2.5 No publication or presentation by the Researcher will disclose cell sizes less than 5 (Note: A cell with 0 may be published/presented);

3.0 Confidentiality, Privacy and Security

The Researcher shall:

3.1 Comply with any terms and conditions imposed by a Research Ethics Board and the Joint Data Access Committee or the RCP Data Access Committee;

3.2 Ensure the data is not linked with any other information, except as approved by the Research Ethics Board and the Joint Data Access Committee, where it is reasonably foreseeable in the circumstances that it could be utilized to identify the individuals

3.3 Take reasonable steps to ensure the Data is protected against theft, loss, or the use, disclosure, copying, modification or disposal in any manner not authorized under this Agreement or law.

3.4 Allow the Department/RCP to access or inspect the Researcher's premises to confirm that the researcher is complying with the terms and conditions of the *Personal Health Information Act* and of this agreement;

3.5 Immediately report to the Department/RCP, in writing, any and all incidents of the Data being stolen, lost, accessed by unauthorized persons, or the unauthorized use, modification or disposal at the first reasonable opportunity.

3.6 Be responsible for the actions of its employees, agents and contractors concerning the collection, use, disclosure, retention or disposal of the Data that is the subject of this Agreement.

3.7 Agree to destroy all Data received from the Department/RCP and provide proof of such destruction once the Study is complete or within 7 years of disclosure, whichever occurs first, in accordance with research ethics board requirements or in compliance with institutional policy. *Note: With prior agreement, all data may be returned to RCP and will be held in a secure environment for the required time period.*

4.0 Intellectual Property Rights

4.1 Any and all intellectual property rights in the Data are the sole and exclusive property of the Department/RCP.

4.2 Subject to subsection 4.1, all rights to any intellectual property developed by the Researcher while using the Data in accordance with this Agreement are the sole and exclusive property of the Researcher.

5.0 Term & Termination

5.1 This Agreement shall commence on the date set out above and shall continue until terminated in accordance with its terms.

5.2 Either the Department/RCP or the Researcher may terminate this Agreement, upon written notice to the other, if the other party materially breaches any term or provision of this Agreement and fails to cure that breach within 15 days after receiving written notice from the non-breaching party.

5.3 Within 15 days after the termination of this Agreement, the Researcher shall (at the Department/RCP's option) destroy or return to the Department/RCP any of the remaining Data in its possession or under its control, and the Researcher will certify to the Department/RCP that all of the Data has been destroyed or returned as appropriate.

6.0 Conflict of Interest

6.1 The Researcher states that no circumstances exist which constitute a conflict of interest or which would result in the appearance of a conflict of interest with respect to the performance of obligations under this Agreement.

6.2 In the event that circumstances arise which result in a conflict of interest or the appearance of a conflict of interest on the part of the Researcher with respect to this Agreement, the Researcher will forthwith give notice to the Department/RCP in writing of the full particulars of such circumstances.

7.0 Severability

7.1 In the event that any provision of this Agreement is determined to be illegal, void or not

enforceable, such provision shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and be binding upon the Parties notwithstanding such illegality, invalidity or non-enforceability

8.0 Non-Waiver

8.1 The failure by any Party to insist on the strict observance of its rights under this Agreement shall not be deemed a waiver of such rights, which shall be determined in accordance with the express provisions of this Agreement.

9.0 Amendment

9.1 All amendments or changes may be made upon mutual agreement of both parties

10.0 Governing Law

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia.

Dated at Halifax, Nova Scotia, this ____ day of **[*insert month here*]**, **[*insert year here*]**

Her Majesty the Queen in Right of Nova Scotia Department of Health and Wellness as represented by the Reproductive Care Program of Nova Scotia

Per:_____

Witness:_____

Dated at Halifax, Nova Scotia this ____ day of **[*insert month here*]**, **[*insert year here*]**

[researcher]

Per:_____

Witness:_____