



Research Confidentiality Agreement

Principal Investigator/Research Nurse/Research Health Care Professional/Research Assistant/Chart Abstractor (Hereinafter the “PI/ResN/RHCP/RA/CA”)

This agreement applies to all research studies in which the PI/ResN/RHCP/RA/CA is involved, which have been approved by Markham Stouffville Hospital (MSH) Research Ethics Board (REB).

Whereas The Ontario *Personal Health Information Protection Act, 2004* requires PI's/ResN's/RHCP's/RA's/CA's to enter into an agreement with MSH in which the PI/ResN/RHCP/RA/CA agrees to comply with the conditions and restrictions, if any, that MSH imposes relating to the use, security, disclosure, return or disposal of the information prior to the disclosure of personal health information;

And whereas The PI/ResN/RHCP/RA/CA requests access to MSH Confidential Information (defined below) for the purposes of research;

And whereas The PI/ResN/RHCP/RA/CA and MSH share a common interest in facilitating, promoting and supporting healthcare knowledge evolution through research;

And whereas MSH is the custodian of the Confidential Information that is required by the PI/ResN/RHCP/RA/CA in the conduct of the research.

In consideration of the terms and conditions set out in this Agreement, the PI/ResN/RHCP/RA/CA agrees as follows:

1. For the purposes of this Agreement, “Confidential Information” means any personal health information as defined in the Ontario *Personal Health Information Protection Act, 2004*, as amended from time to time which is provided by MSH to the PI/ResN/RHCP/RA/CA for the purposes of research.
2. The PI/ResN/RHCP/RA/CA acknowledges that the Confidential Information is and will remain the confidential information of MSH and agrees that all such information, other than information:
 - (a) which, at the time of disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no action or fault of the PI/ResN/RHCP/RA;
 - (b) which the PI/ResN/RHCP/RA/CA can show is in its possession at the time of disclosure and was not acquired, directly or indirectly, from MSH; or
 - (c) which was received by the PI/ResN/RHCP/RA/CA from a third party having the legal right to transmit the information,

shall be kept confidential and shall be treated by the PI/ResN/RHCP/RA/CA as being valuable confidential information of MSH and shared only within the scope of approved REB research protocol(s) and only with those research administrative personnel supervised by the PI/ResN/RHCP/RA/CA who shall also be governed by this agreement.

3. The PI/ResN/RHCP/RA/CA shall only use the Confidential Information for the purpose outlined in the research protocol(s) and under the conditions, if any, specified by the REB in respect of the research plan(s).



4. The PI/ResN/RHCP/RA/CA will:
 - (a) not publish the information in a form that could reasonably enable a person to ascertain the identity of the individual without patient consent;
 - (b) comply with the restrictions on disclosure set out in this Agreement and will not disclose the information except as required or permitted by law;
 - (c) notify MSH immediately in writing if the PI/ResN/RHCP/RA/CA becomes aware of any breach of this Agreement by any person involved in the research.

5. When conducting research without expressed patient consent, PI/ResN/RHCP/RA/CA will not make contact or attempt to make contact with the individual, directly or indirectly, unless MSH first obtains the individual's consent to being contacted.

6. The Principal PI/ResN/RHCP/RA/CA shall take all reasonable steps to protect the Confidential Information from inadvertent disclosure including but not limited to maintaining the Confidential Information in a secure area, ensuring that appropriate electronic passwords are used to protect the Confidential Information, encrypting mobile devices, restricting access to the Confidential Information based on individual work duties; and providing adequate training on appropriate security measures to other members of the research team.

7. The PI/ResN/RHCP/RA/CA acknowledges and agrees to comply with all applicable laws, regulations, codes, standards, practices and MSH's policies concerning the protection of personal health information. MSH agrees to make its policies available to the PI/ResN/RHCP/RA.

8. Unless otherwise agreed to in writing by MSH, the PI/ResN/RHCP/RA/CA shall destroy, in a confidential manner, all Confidential Information provided by MSH upon completion of the research and following the record retention period required by law.

9. The PI/ResN/RHCP/RA/CA acknowledges and agrees that any disclosure of the Confidential Information other than that permitted or required by law could cause MSH harm. The PI/ResN/RHCP/RA/CA further understands and agrees that MSH may pursue any legal remedy available to it in the event of a breach or potential breach of confidentiality to protect the confidentiality of the information.

10. The PI's/ResN's/RHCP's/RA's/CA's obligation to maintain the confidentiality of the Confidential Information shall survive the termination of the researcher's affiliation with MSH.

I have read the information contained in this Confidentiality Agreement and agree to comply with the terms and conditions set out herein. I have signed this Agreement in duplicate in the presence of a witness on the date set out below and retained one copy for my records.

Print Name

Contact Information (email, telephone, extension)

Department

Position

Signature PI/Sub-I/ResN/RHCP/RA/CA

Date