

INFORMATION SHARING AGREEMENT (RESEARCH)

for Study

STUDY-NAME (RISe REF-CODE)

BETWEEN

NORTHERN HEALTH AUTHORITY

and

Institution Name

and

Dr. Name1 Dr. Name2

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#

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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 Fax 250-565-2640

AND:

Institution Name (Institution Abbreviation)
Street Address
City, Province
Postal Code

("INSTITUTION")

AND:

Dr. Name1

Having a profession affiliation with (Institution Abbreviation)
Having an office at [Institutional Address]
("Investigator")

Dr. Name2

Having a profession affiliation with (Institution Abbreviation)
Having an office at [Institutional Address]

("Investigator")

(each a "Party", and collectively the "Parties")

RECITALS

- A. WHEREAS the services covered by this Agreement (the "Approved Services"), are services under the management of either one or both Parties;
- **B. AND WHEREAS** the Parties agree that the Approved Services contain confidential and sensitive Personal Information, and that maintaining the confidentiality, privacy and security of such information is of paramount importance;
- C. AND WHEREAS the Parties collect, use and disclose Personal Information through the Approved Services as permitted by the laws of British Columbia,



including the E-Health Act as applicable;

- **D. AND WHEREAS** NHA is a health authority established under the Health Authorities Act, with a statutory mandate to plan, design and deliver health care services within a defined geographic region;
- E. AND WHEREAS the INSTITUTION investigator wishes to access certain information, the details of which are described in Appendix B of this agreement, (collectively, the "research information") for the purpose of provide a detailed description of the purpose here (the "Purpose");
- **F. AND WHEREAS** NHA has the authority to disclose the research information to the INSTITUTION Investigator pursuant to section 33(3)(h) of FIPPA;
- G. AND WHEREAS the Parties agree that, this agreement covers disclosure of information (including Personal Information) from the following NHA systems list the NHA systems from which information will be extracted and disclosed to the study.

NOW THEREFORE, in consideration of the premises and the covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- **1.1** Unless otherwise specified, capitalized terms used in this Agreement have the following meanings:
 - a) "Access", in relation to an Approved Service, means to view, obtain, collect, copy, transmit or otherwise access the Data contained in the Approved Service;
 - b) "Agreement" means this information sharing agreement;
 - c) "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,
 - 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;



- d) "Authorized Personnel" means all Personnel of both Parties that are authorized to Access an Approved Service;
- e) "Commissioner" means the Information and Privacy Commissioner of BC;
- f) "Approved Service" means access of Data;
- g) "Data" means any information (including without limitation Personal Information) that is disclosed or exchanged under this Agreement;
- h) "E-Health Act" means the E-Health (Personal Health Information Access and Protection of Privacy) Act, SBC 2008, c. 38 as amended from time to time, and includes any regulations made thereunder;
- i) "FIPPA" means the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165, as amended from time to time, and includes any regulations made thereunder;
- j) "Least Privilege" means a principle requiring that Personnel be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks. The application of this principle limits the consequences that can result from accident, error, or unauthorized use. Least Privilege implements the Need to Know principle;
- k) "Need to Know" means a principle where Personnel may only Access Data required for the performance of their respective duties, and are not entitled to Access merely based on status, rank or office;
- "Personnel" means all officers and employees (as that term is defined in the E-Health Act) of a Party, and includes any individual retained under contract to perform services for or on behalf of that Party;
- m) "Personal Information" means personal information as defined in FIPPA;
- n) "Privacy or Security Incident" means any circumstance, incident or event that has jeopardized or may in the future jeopardize:
 - i. the privacy of any individual to whom Data relates, or
 - ii. the security or integrity of Data or any electronic system of a Party that is used to access, transmit or store Data

including without limitation any unauthorized access, collection, storage, use or disclosure of Data;

- o) "Research Information" means the information described in Appendix B of this agreement
- 1.2 All references in this Agreement to "Articles", "Sections" and "Schedules"



refer to Articles, Sections and Schedules of this Agreement unless the context requires otherwise.

ARTICLE 2 - PURPOSE

- 2.1 This Agreement governs the exchange by the Parties of Data through an Approved Service for the purposes described herein, and includes measures to:
 - a. ensure compliance with the statutory and policy requirements for the collection, use and disclosure of Personal Information;
 - ensure consistency and accuracy in the authorized identification, collection, use and disclosure of Personal Information under this Agreement; and
 - c. reasonably ensure that the confidentiality, privacy and security of Personal Information is not compromised by virtue of its collection, use or disclosure under this Agreement or by the methods used to facilitate such collection, use or disclosure.
- 2.2 The Parties will exchange Data only during the term of this Agreement and only as permitted herein.

ARTICLE 3 - AUTHORITY FOR COLLECTION, USE AND DISCLOSURE

3.1 The legal authority of each Party to exchange Personal Information under this Agreement is described in Schedule 1 for each of the Approved Services.

ARTICLE 4 - DATA

- **4.1** Each Party will only Access the Approved data as permitted in **Appendix B** in accordance with Applicable Law.
- **4.2** Each Party will keep confidential all Data and, subject to this Agreement, will only use and disclose it as permitted by Applicable Law.
- **4.4** Despite any other term of this Agreement, each Party will not: (a) Access an Approved Service, or (b) use or disclose Data, for the purpose of market research.
- **4.5** Each Party will comply with any additional obligations set out in the Schedules regarding the use, retention, and disclosure of Data.



ARTICLE 5 - ACCURACY OF INFORMATION

- 5.1 Each Party will make reasonable efforts to ensure that Personal Information provided to the other Party under this Agreement is accurate, complete and upto-date. However, the Parties make no representations or warranties regarding the accuracy or completeness of the Personal Information provided under this Agreement.
- Each Party will make reasonable efforts to immediately notify the other Party of any material inaccuracy or error in the Personal Information exchanged under this Agreement upon becoming aware of such inaccuracy or error. The Party responsible for any such inaccuracy or error will take reasonable steps to investigate the inaccuracy, correct it if necessary, and notify the other Party of the steps taken.

ARTICLE 6 - PRIVACY AND SECURITY, DATA TRANSFER

- 6.1 Each Party will make reasonable arrangements to maintain the privacy, security and confidentiality of any Personal Information in its custody that was collected from the other Party under this Agreement, by protecting it against such risks as unauthorized access, collection, use, storage, modification, disclosure or disposal.
- Ouring the term of this Agreement, if a Party becomes aware of an amendment or proposed amendment to its policies and practices that could affect the other Party's ability to comply with this Article, that Party will promptly notify the other Party and will provide reasonable assistance to the other Party in identifying and documenting the obligations under this Article that arise from the amendment or proposed amendment in question.
- Research information described in **Appendix B** will be delivered or transmitted to the INSTITUTION Investigator in accordance with **Appendix C**.

ARTICLE 7 - ACCESS, DISCLOSURE, RETENTION

- 7.1 In accordance with FIPPA S.11, each Party shall immediately notify the other Party in writing, if a Party receives any request for disclosure (Freedom of Information FOI), related to Data held in the Approved Services of this agreement.
- 7.2 Investigator will ensure that only Authorized persons as listed in Appendix A to this Agreement have access to the Research information disclosed by NHA under this Agreement
- 7.3 Investigator will ensure that NHA is notified in advance of any changes to the list of Authorized Persons noted in **Appendix A** so that appropriate addendums to this agreement can be maintained.



- 7.4 Investigator will not use the research Information for contacting the individual to whom the information pertains to participate in the Purpose or other research, unless the individual has provided written consent or NHA has provided written approval after establishing that Section 33(3)(h)(ii) of FIPPA has been complied with and the applicable Research Ethics Board has approved the manner in which contact with the individuals is to be made.
- 7.5 Investigator agrees that it will not link records using Research information for any purpose that is harmful to the individuals that the information is about and that any benefits to be derived from the record linkage are clearly in the pubic interest.
- 7.6 Any Research information provided to the Investigator by NHA under this agreement will be retained by INSTITUTION Investigator only until such time as the Purpose has been achieved.
- 7.7 Investigator may not disclose any research information obtained from NHA under this Agreement, other than Aggregate level data, to anyone other that the Authorized persons, unless NHA provides written consent and the disclosure is done in accordance with FIPPA or other applicable legislation.
- 7.8 The Investigator agrees that it will collect, retain, use and disclose the Research information provided by NHA under this Agreement only as permitted under this agreement, FIPPA, other applicable legislation, and as required by any orders of the courts of BC or Canada. Where this agreement imposes obligations additional to those imposed by FIPPA or other applicable legislation, this agreement will govern.
- **7.9** The Investigator acknowledges that the Research information remains at all times the property of and within the control of NHA.
- 7.10 The Investigator will ensure that no Research information is transferred or stored outside of Canada, unless it is done in compliance with FIPPA and NHA has provided the Investigator with written authorization to do so.

ARTICLE 8 - PROTECTION OF WHISTLEBLOWERS

- **8.1** Each Party will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any person, or deny any person a benefit, because:
 - a) the person, acting in good faith and on the basis of reasonable belief, has notified the Province or the Commissioner that the one Party has breached or is about to breach this Agreement or Applicable Law, or
 - **b)** there is reason to believe that a person will do anything described in (a) above.



ARTICLE 9 - OBLIGATIONS REGARDING AUTHORIZED PERSONNEL

- 9.1 Each Party will assign Authorized Personnel one or more access role(s) that correspond to their duties (each an "Access Role"). The applicable Access Role(s) for this purpose are listed in Appendix A and are to be assigned in accordance with:
 - a) the Least Privilege and Need to Know principles, and
 - b) any further conditions identified in Appendix C.
- 9.2 Each Party will ensure that the Access Role(s) assigned to Authorized Personnel under Section 9.1 are approved by the appropriate individual(s) responsible for each Party's obligations under this Agreement before the Authorized Personnel in question are permitted Access to an Approved Service.
- 9.3 During the term of this Agreement, each Party will maintain appropriate and upto-date records identifying all Authorized Personnel and the Access Role(s) to which they have been assigned.
- **9.4** Each Party will ensure that Authorized Personnel:
 - a) only Access the Approved Services and collect, retain, use, or disclose Data in accordance with each Party's obligations under this Agreement and Applicable Law;
 - b) only Access the Approved Services to the extent necessary to fulfill their duties, in accordance with the Need to Know principle;
 - upon having reason to believe that a Privacy or Security Incident has or may have occurred, promptly convey that belief to the appropriate individual(s) responsible for a Party's obligations under this Agreement;
 - d) are reasonably informed, through ongoing education and training, of their obligations under this Agreement (including without limitation the obligations under (a), (b) and (c) above and Section 4.1) and Applicable Law on an ongoing basis during the term of this Agreement; and
 - e) acknowledge acceptance of their obligations under this Agreement (including without limitation the obligations under (a), (b), and (c) above and Section 4.1) and Applicable Law in a manner acceptable to each party. Upon the request of either party, a Party will provide evidence to ensure that all Authorized Personnel have acknowledged these obligations as required by this Section, and each Party must create and retain records sufficient to provide such evidence.

For greater certainty and without limiting the foregoing, each Party acknowledges that the material failure of any Authorized Personnel to comply with (a) or (b) above constitutes a material breach of this Agreement.



9.5 During the term of this Agreement, each Party will reasonably monitor the use and disclosure of Data by Authorized Personnel to ensure ongoing compliance with Applicable Law and the terms of this Agreement.

<u>ARTICLE 10 - COMPLIANCE AUDITS</u>

10.1 On 24 hours written notice, the INSTITUTION Investigator shall permit NHA to have access to its business premises, records, Personnel and equipment to perform an audit for the purpose of ensuring compliance with the terms of this Agreement. The conduct of any such audit or review is subject to Applicable Law and the applicable confidentiality policies of each Party. Each Party will reasonably cooperate with any audit or review under this Section.

ARTICLE 11 - AUDIT LOG MONITORING

11.1 INSTITUTION must be able to provide list of those that have accessed the information, should NHA request it at anytime.

ARTICLE 12 - PRIVACY AND SECURITY INCIDENTS

- 12.1 If either Party knows or has reason to believe that a Privacy or Security Incident has occurred or is occurring, that Party (the "Notifying Party") will immediately notify the other Party (the "Notified Party") and use best efforts to ensure a quick, effective and orderly response to the Privacy or Security Incident.
- 12.2 The Parties will make every reasonable effort to assist each other in the investigation and resolution of Privacy or Security Incidents.

ARTICLE 13 - AMENDMENT

- **13.1** Any amendment to this Agreement, including to any of its Schedules, must be approved in writing and duly executed by both Parties.
- 13.2 If Applicable Law changes during the term such that this Agreement no longer complies with the requirements thereunder, the Parties will promptly and in good faith take steps to amend this Agreement as necessary to ensure its ongoing compliance with Applicable Law.

ARTICLE 14 - TERM OF AGREEMENT, RENEWAL AND TERMINATION

14.1 The term of this Agreement will commence upon the date it is signed by both parties and may be terminated in the following manner:



- a) this agreement may be terminated anytime, upon mutual agreement written agreement of all the parties: or
- b) Either Party may terminate this Agreement by providing written notice to the other Party thirty (30) days prior to the date on which the notifying Party intends the Agreement to terminate
- **14.2** NHA may terminate for convenience this Agreement or modify the Access Rights granted hereunder at any time from time to time by 60 days written notice to:

Dr. Name1]
Having a profession affiliation with INSTITUTION
Having an office at [Institutional Address]
("INSTITUTION" Investigator)

Dr. Name2
Having a profession affiliation with INSTITUTION
Having an office at [Institutional Address]
("INSTITUTION" Investigator)

- 14.3 In the event of a breach of this agreement by INSTITUTION investigator, NHA may terminate this Agreement subject to the following provisions:
 - a) NHA shall give written notice of termination to INSTITUTION Investigator by notice given within fine (5) days thereafter, Investigator shall be provided a further period of (10) days from such notice to remedy or cure such default or mediate the dispute;
 - b) If no notice is given under subparagraph 14.1 hereof, termination shall be effective seven (7) days after the notice given under subparagraph 14.2 hereof:
 - c) In all other circumstances, unless the breach has been cured or remedied, or the parties have otherwise agreed as a result of mediation, termination shall be effective twenty (20) days after the notice given under subparagraph 14.3(a) hereof; and
 - d) The provisions of paragraph 18.1 hereof shall not apply;
- 14.4 In the event of any termination of access under this agreement, the parties shall reasonably cooperate with respect to any transition processes and procedures to ensure that patient care is not compromised.

ARTICLE 15 - COSTS

15.1 Unless the Parties otherwise agree in writing, each Party is responsible for its own costs associated with the implementation of this Agreement.



ARTICLE 16 - INDEMNITY

- **16.1** For the purpose of this Article, "**Loss**" means costs, losses, damages, liabilities and expenses (including all reasonable legal costs, fees and disbursements);
- 16.2 Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party, its officers, its employees and its agents (each an "Indemnified Party") for any and all Loss resulting directly or indirectly from the acts and omissions of the Indemnifying Party, its officers, employees, agents, or contractors in connection with this Agreement, except to the extent such Loss arises out of the acts or omissions of the Indemnified Party. This indemnity will survive the termination of this Agreement.
- 16.3 An Indemnified Party must take all reasonable steps to minimize the Loss it has suffered or is likely to suffer as a result of the event-giving rise to an indemnity under this Article.

ARTICLE 17 - DISPUTE RESOLUTION

17.1 Any issue, matter of general concern or dispute arising from this Agreement will be first directed to the Parties' designated representatives for resolution, and if not then resolved within thirty (30) days it will be a matter of consultation and resolution between the Parties' senior executive in such manner as they see fit. The Parties will identify to the other their representative for the purpose of this Article.

ARTICLE 18 - GENERAL

18.1 Any notice contemplated by this Agreement, to be effective, must be in writing and either personally delivered, or sent by registered mail or facsimile to the addressee's address or fax number as specified in this Agreement. Notices, if personally delivered or sent by facsimile will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days after mailing. Either Party may give notice to the other of a substitute address or fax number from time to time for the purpose of providing notices under this Agreement.

For NHA:

Attention:

VP, Planning, Quality & Information Management

Suite 600-299 Victoria Street Prince George, BC V2L 5B8

For Investigator:

Attention: [Investigator Name]

[Institutional Street Address

City, Province Postal Code



For INSTITUTION:

Attention: [Institution Contact Name]

Contact Title

Institution Street Address

City, Province Postal Code

18.2 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

- 18.3 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, and all such counterparts may be delivered by facsimile transmission and such transmission will be considered an original.
- **18.4** This Agreement is governed by and is to be construed and interpreted in accordance with the laws in force in the Province of British Columbia.
- **18.5** Articles 4, 6, 8, 9, 17, 18, and any other provision of this Agreement that expressly or by its nature continues after termination, shall survive the termination of this Agreement.
- **18.6** No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the Parties under this Agreement.
- **18.7** Nothing in this Agreement requires either Party to contravene the law of any jurisdiction outside of Canada unless such contravention is required to comply with FIPPA and the E-Health Act.
- **18.8** The Schedules listed below are the Schedules attached to this Agreement and are incorporated by reference and deemed to be an integral part of this Agreement:

SCHEDULE 1 - Research Ethics Board Approval;

Appendix A - Authorized parties

Appendix B - Description of Research Information

Appendix C - Data Sharing Security and Information Flow Description

Appendix D - Certificate of destruction

18.9 If there is a conflict between a provision in a Schedule and any other provision of the Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless the provision in the Schedule states that it operates despite a conflicting provision of this Agreement.



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#

Institution Name (INSTITUTION)	
Signatory #1 Name] Signatory #1 Title	Signatory #2 Name Signatory #2 Title
Date: []	Date:
Signatory #3 Name	Signatory #4 Name
Signatory #3 Title	Signatory #4 Title
Date:	Date:
Signature of Authorized Signatory	Date
	Regional Director - Research, Evaluation &
	Analytics
Name (Printed)	Title
Signature of Authorized Signatory	Date
Name (Drinted)	Regional Manager Privacy
Name (Printed)	Title
Signature of Authorized Signatory	Date
	Regional Director, Legal Affairs, Enterprise Risk Management & Compliance, CPO
Name (Printed)	Title



SCHEDULE 1 -RESEARCH ETHICS BOARD APPROVAL

Insert a copy of the Research Ethics Board Approval Here.





<u>APPENDIX A – PERSON(S) AUTHORIZED TO ACCESS & USE RESEARCH INFORMATION</u>

List the name, position and organization/institution for those who are authorized to access and use the Research Information on behalf of the Investigator.

Name	Title	Organization/Institution
*		
	a =	
<pre>IT Infrastructure Services**</pre>	Manager, IT Infrastructure	INSTITUTION
	-	

^{*}Additional students of Investigator may also engage on project and sign on underneath their supervision with a non-disclosure/confidentiality agreement. In these cases, students will need to log in to access data with INSTITUTION credentials and passwords which are controlled and monitored by INSTITUTION IT as well. They will be unable to take any data off the server.



^{**}INSTITUTION IT Staff (Systems Administrators) will, under the direction of the Manager of IT Infrastructure, have access to the data referenced and scoped by this agreement. Access will be granted for the purposes of ensuring data systems availability, integrity, and confidentiality.

<u>APPENDIX B – DESCRIPTION OF RESEARCH INFORMATION</u>

Provide a description of the information that NHA will be disclosing to the Investigator, including a list of the data elements.

Cohort Description: all clients with a [..fill in detail selection criteria as appropriate ..] for [..insert from-to date range (in MMM DD, YYYY format)..] in the following NHA owned Site(s): [..insert list here..].



APPENDIX C -DATA TRANSFER, SECURITY, ACCESS AND DESTRUCTION

Describe how the Research Information will be provided to the Investigator and the security measures used to protect the information. Provide a point by point description of the flow of information starting at subject identification through information extraction to the destruction of data, if applicable.

Data transfer

Each dataset (data from each source identified in Appendix B) will be uploaded to INSTITUTION via an encrypted data transfer method. The specific data transfer technology will be chosen at the discretion of the NHA Information Security team. Once received, data will be stored on INSTITUTION servers that have been configured specifically for this study.

Details on the data transfer process are listed below.

Provide details here

Data access – Minimum security requirements

Information will only be accessed from within the private network of the INSTITUTION - either via computing device(s) physically located at INSTITUTION or via network services. INSTITUTION is responsible for all information management, information security and secure destruction activities associated with this study. Data will only be stored on INSTITUTION servers and associated server back-up system. No additional copies of the data will be created or placed on other storage devices.

- VDI set up will not allow for users to copy/export Study information off of the INSTITUTION network or to an external device of any kind:
- INSTITUTION Server and VDI set-up are subject to the privacy and security policies of INSTITUTION:
- Other than as described in this document, the Study information will not be moved transmitted unless prior written authorization has been given by NHA.
- Only software authorized by INSTITUTION will be permitted on devices accessing or study information;

Person authorized to access information for research purposes

Authorized person described in Appendix A will access study data stored on the network file server using a INSTITUTION computing device or remote encrypted access. INSTITUTION networking accounts will be used to access the server.

- Any physical device used to access the data will have reasonable controls in place to ensure integrity and security of the data (institutional computing devices will be used when at all possible):
 - Any device that connects to the internet, or network, will employ up -todate firewall and antivirus software;



- Access rules will be present on all devices, and all computers with access to the information will employ logical access controls (strong password) at the device and network level;
- All devices accessing or retaining the information will be locked and password protected (strong passwords) while unattended with an automatic access timeout period of no more that 15 minutes;
- Study information will not be displayed on any screen or monitor that is left unattended or is positioned in such a way as to allow for the compromise of the confidentiality of that information;
- Use of peer-to-peer websites or file-sharing services over the internet will not be permitted on devices accessing or retaining study information;

Destruction of data

Data will be retained for enter number of years requested] years from the effective date of this agreement unless an extension is agreed upon, in writing, by all parties. At the date of destruction, all Study Information will be securely destroyed. INSTITUTION will ensure that qualified information technology staff are available to complete the secure destruction activities.



APPENDIX D - SAMPLE CERTIFICATE OF DESTRUCTION



CERTIFICATE OF DESTRUCTION Insert NHA ID # here

Organization Contact: insert research contact name and phone/email	
Requested By: insert NHA contact requiring disposal	all
Description of Information Disposed Of/Destro descriptors	yed: data file name or other
Inclusive Dates Covered: date range of data coll	ection
	data was destroyed giving details of
method and standard used.	data was destroyed giving details of
method and standard used. Records Destroyed By (Please Print Name):	data was destroyed giving details of
METHOD OF DESTRUCTION: describe how the of method and standard used. Records Destroyed By (Please Print Name): Records Destroyed By (Signature): Organization Contact Name (Please Print):	data was destroyed giving details of

