



## Confidentiality Agreement

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THE FOLLOWING REPRESENTS THE TERMS AND CONDITIONS UNDER WHICH THE HANDLING OF CONFIDENTIAL INFORMATION FOR THE PROJECT SHALL PROCEED. THESE TERMS AND CONDITIONS HAVE BEEN DRAFTED IN COMPLIANCE WITH THE PERSONAL HEALTH INFORMATION PROTECTION ACT AND OTHER PRIVACY LEGISLATION.

1. All information received or exchanged will be held in strict confidence.
2. Information will not be used for any purpose other than for the project for which it was provided. The information will be shared only with those individuals listed on this form, who are working directly on the project, except for authorized oversight of the study.
3. No attempt will be made to contact any individual to whom the information relates, directly or indirectly.
4. Information will be kept in a location that is physically and/or electronically secure and to which access is given only to the individual(s) listed on this form.
5. All direct identifiers will be segregated/stripped from clinical data; a unique study identifier (i.e. a randomly generated or meaningless ID number) will be assigned to each participant record; the Master list linking the ID with identifiable material will be stored in a separate computer file and/or physical location; and the Master list will be locked and password protected.
6. Data sent outside the institution (locally and/or outside the Province of Ontario) will require a data transfer agreement be in place before transfer takes place, and must comply with the PHIPA.
7. Policies and procedures on the retention and destruction of information must be in place by the party undertaking the project.
8. It is strongly recommended that members of the research team read the Personal Health Information Protection Act, Part IV, Sec 44.
9. Publication of confidential information requires adherence to the following principles:
10. The institution agrees to allow the publication of the information as it pertains to the project providing that the institution or its practices are not the main focus of the publication. In cases where the publication focuses on the institution, the institution reserves the right to review and approve the use of this information prior to publication. The institution will be acknowledged within any publication as providing the source information in the following fashion: "e.g. Hamilton Health Sciences Corporation . . . specify year". A copy of the publication will be given to the institution (e.g. Hamilton Health Sciences Corporation, Health Information Services Portfolio).
11. Information which is lost or stolen must be reported to the Chief Privacy Officer of the appropriate institution (i.e. Hamilton Health Sciences, St. Joseph's Healthcare Hamilton, Niagara Health and McMaster University).
12. A breach of institutional policy regarding access to information and protection of privacy may have serious consequences or be just cause for termination of my employment and/or affiliation with the institution.
13. NOTE: any mishandling or unauthorized use of study data will lead to cancellation of HiREB approval for the study –
14. Any changes to this research plan will be submitted to the HiREB for approval prior to proceeding, including any change in persons given access to the data.

Project Number:

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Signature of Research  
Team Member:

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Print Name:

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Date:

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LPI Initials:

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