
Name of Public Body

**Agreement
for
Access to Personal Information
for
Research or Statistical Purposes**

This agreement is used only when a Proposal to Access Personal Information for Research or Statistical Purposes (“the Proposal”) has been approved. The Proposal must be appended to this agreement and forms part of the agreement.

BETWEEN:

Name of Researcher

AND:

Name of Public Body

Description of Research Project

The research project for which the accessed records will be used is referred to in this agreement as:

Details of the purpose of the research, how the information will be used, and linkages that will be done are included in the Proposal.

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Records Requested

Only those records requested in the Proposal will be provided (“the records”). Any changes or additions to the list must be made in writing and will require approval in writing from

Name of Public Body

Clarification of the records requested is shown below if required.

In the event that there is a difference between the records requested above and the records requested in the Proposal, the information about records requested in this agreement governs the agreement.

The expiry date for access to the records listed in the Proposal and this Agreement is _____
(year/month/day)

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Fee

The Researcher is responsible for paying any fees incurred by

Name of Public Body

to search for, copy and or provide the records.

The estimated fee is \$_____.

The Researcher understands that this estimate may be revised at any time by

Name of Public Body

and any revision will be made in writing.

Approval of Terms and Conditions of Access

Name of Public Body

approves the following terms and conditions of access.

Name of Public Body

reserves the right to withdraw access to the records without prior written notice if this becomes necessary under the Act.

Terms and Conditions of Access

The Researcher understands and will abide by the following terms and conditions:

Security

1. The Researcher is responsible for maintaining the security and confidentiality of all personal information found in or taken from the records.
2. The Researcher, and only the following persons, will have access to this personal information in a form that identifies, or could be used to identify, the individual(s) to whom it relates:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Before any personal information is disclosed to the persons listed above, the Researcher will obtain a written agreement from each of them to ensure they will not disclose that personal information to any other person and will be bound by all terms and conditions of the present agreement. The Researcher will keep a copy of each such agreement, and will provide

Name of Public Body

with a photocopy of each agreement.

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3. None of the records (including copies of them or notes containing personal information taken from them) will be left unattended at any time, except under the conditions described in Clauses 4, 5 and 6, below. If the Researcher is using the records on the premises of

Name of Public Body

the Researcher will comply with the security procedures of

Name of Public Body

4. Any copies of the records and any notes which contain personal information taken from them will be kept at the following address(es):

No records will be removed from the above premises without the prior written consent of

Name of Public Body

5. Physical security at the above premises will be maintained by ensuring that the premises are securely locked, except when one or more of the individuals named in Clause 2 are present, as well as by the following additional measures (e.g. locked filing cabinet):

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Security Continued

6. Individually identifiable information from the records will be maintained on a computer system to which users, other than those listed in Clause 2, have access.

☐ Yes ☐ No

If yes, access to the information will be restricted through the use of passwords and by other computer security measures that prevent unauthorized access, and can trace such unauthorized access, including the following methods:

7. _____
Name of Public Body

will be permitted to carry out on-site visits and such other inspections or investigations that it deems necessary to ensure compliance with the conditions of this agreement.

Use of Personal Information

8. Personal information contained in the records will not be used or disclosed for any purpose other than the research project described in the proposal (including additional linkages between sources of personal information), nor for any subsequent purpose, without the express written permission of

Name of Public Body

9. Papers or any other works which describe the results of the research undertaken will be written and/or presented in such a way that no individuals referred to in the records can be identified and no linkages can be made between any personal information found in the records and personal information that is publicly available from other sources. There will be no exceptions to this rule without prior and specific written permission from

Name of Public Body

10. Any case file numbers or other individual identifiers to be recorded on computer will be created by the Researcher or one of the persons listed in Clause 2 and will not relate to any real case numbers found in the records. Any such identifiers are to be used for statistical purposes only.
11. No case file numbers or other individual identifiers assigned for the purposes of the research project will appear in any other work.

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Use of Personal Information Continued

12. No personal information that identifies or could be used to identify the individual(s) to whom it relates will be transmitted by means of any telecommunications device, including telephone, fax, cable, and wireless communication networks.

13. Unless expressly authorized in writing by

Name of Public Body

no direct or indirect contact will be made with the individuals to whom the personal information relates.

14. Individual identifiers associated with the records, or contained in copies of them, will be removed or destroyed at the earliest time at which removal or destruction can be accomplished consistent with the research purpose. At the latest, this will occur by: _____.
(year/month/day)

Any extension to this time limit must be approved in writing by

Name of Public Body

The removal of individual identifiers will be done in a manner that ensures that remaining personal information (including any found in research notes) cannot be used to identify the individual to whom it relates. **If necessary, this will be done by destroying copies of records or pages of notes in their entirety.** All destruction or removal of individual identifiers will be confidential and complete in order to prevent access by any unauthorized persons.

15. The Researcher is responsible for ensuring complete compliance with these terms and conditions. In the event that the Researcher becomes aware of a breach of any of the conditions of this agreement, the Researcher will immediately notify

Name of Public Body

in writing.

16. The Researcher understands that the *Protection of Privacy Act* specifies that a person who knowingly collects, uses, or discloses personal information in contravention of the Act is guilty of an offence. An individual found guilty is liable to a fine of up to \$125,000, and any other person (such as an organization) may be liable to a fine of up to \$750,000. For certain data-related contraventions, fines may be up to \$200,000 for individuals and up to \$1,000,000 for other persons. In addition to liability for an offence, the Researcher understands that

Name of Public Body

may take legal action against the Researcher if there is contravention of the terms and conditions of this agreement.

17. Written consent of

Name of Public Body

must be obtained prior to the transfer of this agreement to another person, or a change in the use of the information is implemented. Consent may be arbitrarily withheld at the sole discretion of

Name of Public Body

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Use of Personal Information Continued

18. _____
Name of Public Body

will receive a copy of the final research product.

Signed at _____, on _____
City/Town/Village Date

Signature of Researcher

Signature of Witness

Name and Position of Witness

Signature of Authorized Official of Public Body

Date

Position