

Data Use Agreement
Research use of Personal Information

Between St. Michael's Hospital ("The Hospital")

And _____ ("The Recipient")

Name of Study *[Insert title]:*

Recipient Investigator *[Insert name]:*

Data/Samples to be provided *[Insert data/samples etc.]:*

Provider Investigator *[Insert Name and Title]:*

This Data Use Agreement ("Agreement"), effective as of _____, is entered into between the parties for the purpose of providing Recipient with access to personal health information for use in Recipient's research activities in compliance with applicable privacy laws and regulations.

The parties will comply with the Study Protocol, attached as Appendix 1, and the subject consent forms as those are approved by the research ethics board. The parties will comply with all applicable laws, regulations and guidelines.

Hospital will prepare and furnish to Recipient the Data/Samples in accordance with Ontario's Personal Health Information Protection Act. Data/Samples will not be provided until Recipient provides a copy of its research ethics approval for the Study. Recipient may use or disclose the Data/Samples for the conduct of the Study named above only in accordance with the subject's consent form or as required by law.

In the event that the requirement to obtain subject consent has been waived by the Hospital's research ethics board:

- a) Recipient shall not use or disclose the Data/Samples except in strict compliance with the Study Protocol and any conditions imposed by applicable research ethics boards, or as required by law;
- b) Recipient shall not publish the Data/Samples in a form that could reasonably enable a person to ascertain the identity of any individual subject;
- c) Recipient shall not make contact or attempt to make contact with any subject; and
- d) Recipient shall comply with any other conditions and restrictions imposed by the Hospital relating the use, security, disclosure, return or disposal of the Data/Samples.

Recipient shall use appropriate safeguards to prevent any unauthorized use or disclosure of the Data/Samples and shall report to Hospital any unauthorized use or disclosure of which Recipient becomes aware. Recipient shall not use the Data/Samples to identify or contact the individuals who provided such Data/Samples.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please have an authorized representative of your institution sign two copies of this Agreement and return to:

**Mark Robson
Director Research Operations
Office of Research Administration
St. Michael's Hospital
Suite 913, 2 Queen St. East
Toronto, ON M5C 3G7**

Hospital retains the right to refuse the transfer of the Data/Samples requested hereunder.

Recipient:	Recipient Investigator:
Signature:	Signature:
Date:	Date:
Name and Title:	Name and Title:
Telephone:	Telephone:

St. Michael's Hospital	Provider Investigator:
Signature:	Signature:
Date:	Date:
Name and Title:	Name and Title:
Telephone:	Telephone: