# Data Use and Confidentiality Agreement

This Data Use and Confidentiality Agreement explains the terms and conditions of access to the Data. **ANY RESEARCHER WHO WISHES TO ACCESS THE DATA MUST READ AND AGREE TO THE FOLLOWING TERMS BY ENTERING THE INFORMATION REQUESTED BELOW, PRINTING, SIGNING, AND RETURNING THE AGREEMENT TO PARTNERS AS DIRECTED BELOW.**

Project title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Researcher** is either (check one):
\_\_\_ an individual, requesting Data under this Agreement on behalf of himself/herself

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Professional Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Institution or Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR
\_\_\_ a corporation, requesting Data under this Agreement on behalf of itself and its agents and employees

Principal Place of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Registrant understands and agrees that any Data / Datasets provided to Researchers are proprietary and confidential to University of Ottawa.
2. Researcher agrees that Researcher will use the Data / Datasets solely for research purposes and for no other purpose.
3. Researcher agrees that Researcher will not attempt to identify, re-identify, contact, or influence any individual or group from the Data / Datasets. Furthermore, Researcher agrees that Researcher will not reproduce any portion, excerpt, or example of the Data / Datasets in any published works or public venues, to prevent re-identification from others.
4. Researcher agrees that Researcher will not disclose, disseminate, or otherwise share the Data / Datasets to or with any other person or entity except with persons or entities on Researcher’s Research team, as expressly listed below, each of which persons/entities Researcher will inform of the obligations with respect to use and confidentiality of the Data under this Agreement:

Persons/Entities on Researcher’s Research team Signature E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Researcher shall be responsible for compliance by these persons/entities with the terms of this Agreement and any breach thereof. Registrant shall also be responsible to protect the Data / Datasets from unauthorized access and under security protocols afforded to all other IRB- approved or sensitive Data / Datasets.

1. All Data / Datasets disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of University of Ottawa. Upon termination of this Agreement as provided in Section 7 below, Registrant shall cease using the Data / Datasets.
2. Partners may terminate Researcher’s access to Data / Datasets under this Agreement for any reason upon written notice to Researcher.
3. Researcher’s obligations under this Agreement shall survive the expiration or termination of the Agreement.
4. This Agreement may be modified or amended only in a writing signed by duly authorized representatives of both Researcher and University of Ottawa.

Return completed Agreement to:

Diana Inkpen, Ph.D.
Professor, University of Ottawa
Tel: (613) 562-5800 ext. 6711, Fax: (613) 562-5664
Email: diana@site.uottawa.ca

**BY ENTERING THE INFORMATION REQUESTED IN THIS AGREEMENT AND BY PRINTING, SIGNING, AND RETURNING THE AGREEMENT AS DIRECTED ABOVE, REGISTRANT AFFIRMS THAT REGISTRANT HAS READ THE TERMS AND CONDITIONS OF ACCESS TO DATA AND AGREES TO THEM.**

REGISTRANT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Registrant or Registrant’s Duly Authorized Representative

Title: 
Date: