DATA SHARING AGREEMENT

THIS AGREEMENT dated for reference the   of   , 20

BETWEEN:

PROVINCIAL HEALTH SERVICES AUTHORITY ("PHSA")
A BRITISH COLUMBIA SOCIETY THROUGH
[PERINATAL SERVICES BC]
("PSBC")
AS REPRESENTED BY THE
PROVINCIAL EXECUTIVE DIRECTOR
(THE "DIRECTOR")

AND:

(the "Applicant")

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

FOR research Project (**R**   )

Project Title:

WHEREAS

A.   PSBC collects personal information in British Columbia under the authority of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ("FIPPA);

B.   the Applicant is receiving information from PSBC for the purpose outlined in Schedule A of this Agreement;

C.   PSBC is satisfied that the potential benefits of the surveillance to be done outweigh the risk to privacy incurred by releasing the requested information; and

D.   it is in the public interest to ensure appropriate measures are in place to protect the confidentiality of the information at PSBC and to protect the privacy of individuals.

THEREFORE, in consideration of the covenants and agreements set out herein, the Parties agree as follows:

1.0   DEFINITIONS
1.1   The following definitions apply in this Agreement:

(a)   "**Addendum"** means an addendum to this Agreement, unless otherwise identified;

(b)   "**Agreement**" means this Data Sharing Agreement and its schedules, addendums, attachments to the schedules, and any amendments to the agreement, addendums or schedules agreed to in writing by the Parties;

(c)   **"Agreement Manager"** means, for PSBC, the Data Steward or delegate;

(d)   **"Applicable Law"** means FIPPA and any other legislation or regulations which may apply to the data collected, used and disclosed under this Agreement;

(e) **"Applicant"** means a Researcher who holds primary responsibility for the Data and conditions of the research project, and who will perform or oversee analysis and interpretation of the data that result from the request. This individual must be listed as the Principal Investigator or a Co-Investigator in the ethics board approval (or official waiver) from an accredited Research Ethics Board (REB). The person with whom PSBC enters into this Agreeent. For student projects, the Applicant is the student; the supervising Researcher is defined below as Supervisor;

(f) "**Article**" means a numbered section of this Agreement, unless the context requires otherwise;

(g) "**Authorization**" means a document signed by the Data Steward explicitly granting permission for the act in question and that is dated before the performance of the act for which permission was sought;

(h) "**Conflicting Foreign Order**" means any order, subpoena, directive, ruling, judgment, injunction, award or decree, decision, request or other requirement issued from a foreign court, agency of a foreign state or other authority outside Canada, or any foreign legislation, compliance with which would likely render a Party or its employees in non-compliance with Applicable Law;

(i) "**Data**" means any information, including Personal Information, that is requested by the Applicant in Schedule A and is in the custody and control of PSBC, or any such information that is in the custody or control of another data steward or stewards but the release of which may be facilitated by PSBC, and includes all Identifiers and individual data elements contained in the Data;

(j) **"Data Steward"** refers to a public body that has ultimate responsibility for a given data source. In practice, an individual is typically named as having the authority to approve or reject research requests involving that data, typically called "the / a Data Steward";

(k) "**Date of Data Release**" refers to the date that PSBC transmits the requested Data to the Researcher and is found on an Addendum (letter from PSBC accompanying data release) to this Agreement;

(l) "**Derived Information**" means information generated using the Data, but which is in a different form from the Data, and includes but is not limited to research notes taken from the Data, aggregations of the Data, and information generated by linking other information to the Data;

(m) "**Electronic Storage Device**" means a portable device on which Data is or can be stored, such as a personal digital assistant (PDA), computer disk, USB drive, CD, or DVD;

(n) "**Expiry Date**" means the end date of the term of this Agreement, as established in paragraph 2.3 of this Agreement;

(o) "**FIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended from time to time;

(p) **"Foreign Demand for Disclosure"** means a foreign demand for disclosure as defined in FIPPA s. 30.2;

(q) **"Identifiers"** means information that, alone or in combination, directly identifies individuals, such as, but not limited to, name, postal code, gender, date of birth, and personal health number;

(r) **"Misuse"** means any:

    (i) access or attempted access to PSBC Information, or any collection, storage, use, disclosure, disposal, modification or linkage of the PSBC Information, that is not authorized by this Agreement or that violates Applicable Law;

    (ii) failure to remove Identifiers from the PSBC Information or Derived Information or to destroy the PSBC Information or Derived Information, or to report such removal of Identifiers or destruction of PSBC Information or Derived Information, as specified in this Agreement;

    (iii) compromised security or attempted compromised security of any computer system network or other device used to store or access the PSBC Information or Derived Information;

    (iv) other circumstance, incident, or event which has jeopardized or may in future jeopardize the privacy of the individuals to whom the PSBC Information relates; or

    (v) other circumstance, incident, or event which constitutes a breach of this Agreement or of a Confidentiality Pledge;

(s) **"Person"** includes an individual, partnership, limited partnership, joint venture, trustee, trust, corporation, company, unlimited liability company, unincorporated organization or other entity, or a government, PSBC, or agency or political subdivision thereof;

(t) **"Personal Information"** means personal information as defined in FIPPA;

(u) **"Project"** means the project identified and described in Schedule A (Data Access Request);

(v) **"Project Member"** means the Researcher(s), co-investigator(s) and/or individuals specifically identified in the Agreement as requiring access to the Data and who has read, understood, and provided a signed Confidentiality Pledge to PSBC. Project Members must be listed on associated REB documentation and grant documentation, if applicable;

(w) **"PSBC Information"** means Data collected by PSBC in compliance with FIPPA and disclosed to the Applicant under this Agreement and includes such Data when they are copied or altered by the Applicant in any way, through data linkage or otherwise, and for greater certainty includes Identifiers and or Personal Information;

(x) **"Researcher"** means a person who is engaged in Research under a Data Sharing Agreement and is either:

    (i) a student, teacher, or another individual enrolled, appointed or employed by any of the following:

        1. A university, where the university status is defined under the *BC University Act*,

        2. A college, university college or provincial institute as defined under the *College and Institute Act*, R.S.B.C. 1996, c. 52,

        3. the Open Learning Agency as continued under the *Open Learning Agency Act*, R.S.B.C 1996, c. 341,

        4. Royal Roads University continued under the *Royal Roads University Act*, R.S.B.C. 1996, c. 409,

        5. another equivalent educational institution in another jurisdiction outside of BC but within Canada; or

    (ii) Any other person agreed to by PSBC;

(y) **"Output"** means any findings, software, data, specifications, drawing, report, document, material, scholarly work or publication of any kind, whether complete or not, that is:

  (i) produced using the Data or Derived Information or using any research done using the Data or Derived Information; and

  (ii) intended to be published or distributed in any form, including on any website or in any presentation, for an audience other than the Applicant or Project Members;

(z) **"Schedule"** means a Schedule to this Agreement, unless otherwise identified;

(aa) **"Schedule A"** means the Application for Access to Health Data for Research Purposes (Data Access Request [DAR]);

(bb) **"Supervisor"** means the Researcher who is acting as the primary supervisor for student Research projects;

(cc) **"Term"** means the time period set out in an Addendum and as per Article 2.3.

2.0 PURPOSE AND TERM OF AGREEMENT

2.1 The purpose of this Agreement is to document the terms and conditions for the collection, use, disclosure, retention, safeguarding and destruction of certain Personal Information by the Parties in compliance with FIPPA.

2.2 More particularly, this Agreement provides a framework for the disclosure of PSBC Information to the Applicant and for the collection, use, disclosure, safeguarding and retention, and destruction of all PSBC Information disclosed to the Applicant under this Agreement.

2.3 The Term will begin on the Date of Data Release as indicated on the accompanying letter (and it is an Addendum to this Agreement) from PSBC to the Applicant and will end on the third anniversary of that date, unless this Agreement is sooner terminated or renewed.

3.0 PROVISION OF PSBC INFORMATION

3.1 PSBC provides the PSBC Information listed in Schedule A to the Applicant, provided that PSBC is satisfied that:

  a) the contemplated release of PSBC Information complies with applicable legislation and with applicable policies and procedures of PSBC;

  b) the information in Schedule A is complete and correct and continues to be complete and correct throughout the Term;

  c) the representations the Applicant has made in this Agreement are true and continue to be true throughout the Term;

  d) the certificate of ethics approval granted to the Project is from an appropriate ethics board and continues to be current throughout the Term; and

  e) the Applicant has not breached and will not breach this Agreement in any way.

3.2 Notwithstanding Article 3.1, PSBC may revoke provision of PSBC Information to the Applicant at any time.

3.3 The Applicant represents that the Applicant is familiar with the sections of FIPPA and of the Personal Information Protection Act, S.B.C. 2003, c. 63 that govern the collection, use and disclosure of personal information.

3.4 The Applicant shall comply with all Applicable Laws.

4.0 STEWARDSHIP OF INFORMATION

4.1 This Agreement does not modify or transfer any intellectual property rights held by PSBC.

4.2 The Applicant does not have any right to permit, authorize or sublicense any third party to access or use PSBC Information in any manner, whether or not PSBC Information has been aggregated or anonymized, unless such third party access or use is expressly permitted by this Agreement.

4.3 PSBC Information provided to the Applicant by PSBC remains under the stewardship of PSBC.

5.0 BREACHES OF AGREEMENT

5.1 The Applicant agrees that Misuse by the Applicant or by a Project Member is a fundamental breach of this Agreement.

5.2 Unauthorized access to, use, modification of use, unauthorized destruction or disposal, or unauthorized disclosure of PSBC Information provided under this Agreement is a fundamental breach of this Agreement and may result in termination of the Agreement by PSBC, at the sole discretion of PSBC.

5.3 The Applicant must immediately investigate any situation in which there are reasonable grounds to believe that compliance with the terms of this Agreement and with the security standards approved by PSBC pursuant to this Agreement have been or is likely to be breached. This includes, but is not limited to, any case in which it is alleged, suspected, or there is evidence that there has been unauthorized access to, use, disclosure or modification of PSBC Information, modification of a permitted use of PSBC Information provided under this Agreement, misuse of PSBC Information, a breach of confidentiality or any incident that might jeopardize or has jeopardized the security or integrity of Applicant's storage or computer facilities.

5.4 The Applicant must immediately advise PSBC of any of the events described in paragraph 5.3 of this Agreement, and provide a detailed written report of the circumstances and of any remedial actions taken, as soon as is reasonably possible after the occurrence of the event.

5.5 Upon being notified, under Article 5.4 of this Agreement, of an instance of Misuse of the PSBC Information, breach of confidentiality, of computer or network security breach, PSBC may do any of the following:

    a) Review the steps the Applicant proposes to take to address or prevent a recurrence of the Misuse;

    b) Direct the Applicant to take steps specified by PSBC to prevent a recurrence of the Misuse, and the Applicant shall comply with any such directions to the satisfaction of PSBC;

    c) Notify the Office of the Information and Privacy Commissioner of BC and provide that Office with a copy of any documentation;

    d) Initiate an audit or require a further investigation, and cause an auditor or investigator it appoints to enter and inspect the Applicant's premises and produce records relating to the Misuse, and despite Article 5.7, an audit or investigation commenced under this provision is not limited to normal business hours and notice to the Applicant's is not required;

    e) Immediately suspend the disclosure of PSBC Information to the Applicant; and

f) Immediately suspend the Applicant's authority to collect, use or disclose PSBC Information, until PSBC is satisfied that the Applicant has complied with the Agreement and any directions issued under Article 5.5(b).

5.6 Upon confirmation of an instance of Misuse, PSBC may do any of the following:
a) Request that the Applicant destroy all PSBC Information in its custody, and the Applicant shall comply with any such request to the satisfaction of PSBC; and

b) Terminate this Agreement, effective immediately, upon verbal notice, to be confirmed in writing within a week.

5.7 If the Applicant breaches any term of this Agreement, PSBC may take any of the steps described in Articles 5.5 and 5.6. The foregoing does not limit any other rights that PSBC may have at law, in equity, or otherwise under this Agreement.

6.0 **COLLECTION, USE, AND DISCLOSURE OF PSBC INFORMATION**
6.1 PSBC has the authority to collect PSBC Information pursuant to sections 26(c) and 27(1)(b) of FIPPA.

6.2 PSBC has the authority to disclose PSBC Information to the Applicant pursuant to sections 33.2(c), and 34(1) and 35 of FIPPA.

6.3 The Applicant covenants that the PSBC Information provided to the Applicant by PSBC under this Agreement will be collected, retained and used by the Applicant only as permitted under this Agreement, FIPPA, other applicable legislation and any applicable court orders. Where this Agreement imposes obligations in addition to those imposed by FIPPA, this Agreement will govern.

6.4 The Applicant acknowledges that the PSBC Information is at all times under the control of PSBC.

6.5 Applicant represents that the Applicant will use the PSBC Information only for the purpose of the Project.

6.6 The Applicant shall not use or disclose PSBC Information or Derived Information, or permit the PSBC Information or Derived Information to be used or disclosed, for any purpose other than the purpose or purposes described in Schedule A without Authorization.

6.7 Except as expressly permitted by this Agreement or by Authorization, the Applicant shall not sell, distribute or copy PSBC Information, retransmit or combine PSBC Information into another database, or provide access to PSBC Information to any Person by any means.

6.8 The Applicant shall not make any linkages of PSBC Information or Derived Information other than those detailed in Schedule A without Authorization.

6.9 The Applicant shall not contact any individual whose contact information was disclosed to the Applicant within PSBC Information for the purpose of requesting that individual's participation in the Project or in other research conducted by the Applicant or a Project Member.

6.10 In the absence of Authorization, the Applicant shall not contact any individual whose information is used in the project either directly or indirectly, unless the Applicant:
a) received the individual's contact information by that individual or by that individual's authorized representative;

b) received explicit written consent for such contact from each individual or from each individual's authorized representative in a form satisfactory to PSBC in its sole discretion; and

c) provided a copy of all such signed consent documents to PSBC before the Date of Data Release.

7.0 INFORMATION ACCURACY

7.1 PSBC will make every reasonable effort to ensure that the PSBC Information is accurate and complete, but the Parties agree that PSBC will not be held responsible for any inaccuracies in the PSBC Information it provides to the Applicant pursuant to this Agreement.

7.2 The Applicant will immediately notify PSBC of any perceived inaccuracies in the PSBC Information, and the Applicant agrees that it will not make any unauthorized changes to the PSBC Information provided pursuant to this Agreement.

8.0 ACCESS TO AND USE OF PSBC INFORMATION BY PROJECT MEMBERS

8.1 The Applicant shall only grant access to PSBC Information and Derived Information to Project Members to the extent necessary to complete the Project.

8.2 The Applicant shall not allow any individual to be a Project Member unless that individual has completed and signed a Confidentiality Pledge (Schedule B).

8.3 The Applicant shall ensure that in the absence of Authorization, Project Members do not:
   a) disclose all or any part of PSBC Information or Derived Information to any Person who is not the Applicant or a Project Member;

   b) use the PSBC Information or Derived Information for any purpose not detailed in Schedule A; or

   c) perform any linkage of PSBC Information not detailed in Schedule A or in an authorized Amendment.

8.4 The Applicant is responsible for maintaining appropriate records regarding access approvals granted to any Project Members, and shall provide them to PSBC at PSBC's request.

8.5 The Applicant is responsible for protecting the confidentiality of all passwords, encryption keys, and user accounts that permit access to PSBC Information or Derived Information assigned to Project Members by the Applicant.

8.6 The Applicant shall:
   a) be personally responsible and liable for anything done by any Project Member in relation to PSBC Information or Derived Information;

   b) assume all responsibility for the breach by any Project Member of the Confidentiality Pledge; and

   c) to the extent legally permissible, discipline all Project Members who commit such breaches unless the Applicant receives Authorization not to do so.

8.7 For student projects, the student Applicant and Supervisor are both subject to the conditions and responsibilities outlined in 8.6 and throughout this Agreement.

8.8 The Applicant shall properly advise all Project Members of the Applicant's obligations under this Agreement, and of all laws and security procedures that are relevant to this Agreement.

9.0 TRANSMISSION OF PSBC INFORMATION FROM PSBC TO THE APPLICANT
9.1 PSBC will transmit PSBC Information to the Applicant in a manner in conformity with the government's Information Security Policy and any other applicable government policies, directives and guidelines for the secure transmission of Personal Information.

10.0 SECURITY
10.1 PSBC will be responsible for the confidentiality and security of the PSBC Information while it is being transmitted to the Applicant.

10.2 The Applicant will be responsible for the confidentiality and security of the PSBC Information while it is in the custody of persons permitted access to and use of the PSBC Information.

10.3 Applicant shall maintain the security and confidentiality of the Data and Derived Information at all times using the security measures in this Agreement.

10.4 In addition, the Applicant shall make the following arrangements to ensure the security of PSBC Information or Derived Information:

   a) In the absence of Authorization, PSBC Information or Derived Information, either in paper or electronic form, shall not be accessed, stored, nor used in any location not listed in Schedule A, nor removed from the premises listed in Schedule A. If such Authorization is received, then the Applicant shall ensure compliance with FIPPA and the Applicant shall implement additional security measures to protect PSBC Information and Derived Information, as specified by PSBC;

   b) No PSBC Information nor Derived Information shall be left unsecured at any time, except with Authorization and all PSBC Information or Derived Information printed on paper and any electronic storage devices which contain PSBC Information or Derived Information must be stored in a locked receptacle which cannot be easily removed, such as a filing cabinet, and all PSBC Information or Derived Information that is in electronic form must be kept on a secure server or mainframe computer that is password-protected;

   c) PSBC Information or Derived Information shall not be maintained on a laptop or an electronic storage device without Authorization; and

   d) All intermediate paper or electronic files made from PSBC Information are to be shredded or otherwise rendered unusable when the use for which they are required has ended.

10.5 Upon PSBC's written request, the Applicant shall provide to PSBC in writing the details of the Applicant's procedures for processing, accessing, transmitting, storing, and disposing of PSBC Information or Derived Information.

10.6 The Applicant shall not permit PSBC Information processing or analysis to be subcontracted or otherwise performed by anyone other than Project Members without Authorization. Even if such Authorization is obtained, PSBC Information analysis or processing may not be performed by an individual or organization outside of Canada.

10.7 If the Applicant accesses or uses PSBC Information or Derived Information on the premises of the PSBC, the Applicant shall comply with the PSBC's security procedures.

10.8 The Applicant shall immediately notify PSBC and investigate all cases where it is alleged, suspected, or there is evidence that Misuse has occurred or may occur, and shall provide full details of the Misuse. The Parties shall co-operate with each other in preventing the recurrence of such Misuse and in taking remedial steps to the extent feasible, such as recovering any disclosed PSBC Information or Derived Information, including any copies thereof.

10.9 Within 30 days of notification of Misuse, the Applicant shall provide PSBC with a detailed report of:

   a)   the results of any investigation undertaken pursuant to Article 10.8;

   b)   the circumstances surrounding the investigation;

   c)   any remedial actions taken;

   d)   the steps taken to address any remaining issues or concerns about the security of PSBC Information or the computer system used to access or store PSBC Information or the privacy of the individuals to whom the PSBC Information relates; and

   e)   the Applicant shall assist PSBC in any investigation PSBC decides to undertake in their sole and absolute discretion.

10.10 Upon notification by the Applicant of an instance of Misuse, PSBC in its sole and complete discretion may do any of the following:

   a)   review the steps the Applicant proposes to take to address, or prevent recurrence of, the Misuse;

   b)   direct that the Applicant take steps specified by PSBC to prevent a recurrence of the Misuse;

   c)   immediately suspend the Applicant's access to PSBC Information and the Applicant's right to disclose or use PSBC Information in any way, until PSBC is satisfied that the Applicant has complied with this Agreement and with any directions issued by PSBC;

   d)   terminate this Agreement, with the termination being effective immediately upon PSBC providing notice of the termination to the Applicant; and

   e)   pursue any and all other remedies available to PSBC at law or in equity.

11.0   **FOREIGN DEMAND FOR DISCLOSURE**
11.1   The Applicant shall immediately notify PSBC if the Applicant or a Project Member:

   a)   receives a Foreign Demand for Disclosure of PSBC Information or Derived Information;

   b)   receives any request for disclosure that the Applicant or the Project Member knows or has reason to suspect is for the purpose of responding to a Foreign Demand for Disclosure of PSBC Information or Derived Information; or

   c)   becomes aware of any unauthorized disclosure that the Applicant or a Project Member knows or has reason to suspect has occurred in response to a Foreign Demand for Disclosure of PSBC Information or Derived Information.

11.2   If the Applicant becomes legally compelled or otherwise receives a demand to disclose PSBC Information other than as permitted by FIPPA or this Agreement, including without limitation any Conflicting Foreign Order, the Applicant shall not disclose that PSBC Information until:

   a)   PSBC has been notified;

   b)   the Applicant and PSBC (at PSBC's option) have appeared before a Canadian court of competent jurisdiction; and

   c)   the Canadian court of competent jurisdiction has ordered the disclosure.

11.3   Except as permitted by Article 11.2, the Applicant shall not disclose PSBC Information outside Canada or permit Data to be disclosed outside Canada.

12.0   STORAGE OF PSBC INFORMATION

12.1   The Applicant will make reasonable arrangements to maintain the security and confidentiality of any PSBC Information in its custody that was collected from PSBC under this Agreement, by protecting it against such risks as unauthorized access, collection, use, storage, modification, disclosure or disposal.

12.2   Without limiting the generality of the foregoing, the Applicant will implement security measures to ensure the proper and secure storage of PSBC Information containing PSBC Information, including measures to prevent Misuse of PSBC Information.

12.3   The Applicant will ensure that the information systems that store and use the PSBC Information are located in a physically secure environment and that access to these systems is controlled, monitored and restricted to those individuals authorized.

12.4   For disaster recovery purposes, the Applicant will store, with a third-party service provider approved by PSBC in writing, encrypted backup copies of the PSBC Information on portable digital media at a frequency determined at the Applicant's discretion, approximately monthly.

12.5   The Applicant will not change the off-site storage facility referred to in Article 12.4 without Authorization.

12.6   The Applicant will ensure that PSBC Information is not removed from the secure storage facility referred to in Article 12.5 without Authorization, with the exception of the routine encrypted backups described in Article 12.5

13.0   DESTRUCTION OF PSBC INFORMATION

13.1   Immediately following the Expiry Date or earlier termination of this Agreement, the Applicant will destroy the PSBC Information by any of the means permitted under paragraph 13.2 of this Agreement. The Applicant will notify PSBC that the destruction has taken place, describing the means used to destroy the PSBC Information.

13.2   Destruction of PSBC Information by the Applicant will occur as follows: the PSBC Information will be destroyed using standard data removal software or a method of destruction that will render PSBC Information unreadable through the use of an appropriate mechanical, physical or electronic process and converted in such a form that cannot be reconstructed in whole or in part. The key used for encryption (in cases of storage of PSBC Information in an encrypted manner) will be destroyed in a similar manner as above.

13.3   If any storage devices for PSBC Information are removed from the location identified in paragraph 12.4 of this Agreement, other than for the purpose of backup, they will be destroyed by physically shredding the data storage and computing devices and rendering the data on them irretrievable.

14.0   PUBLICATION OF OUTPUT

14.1   The Applicant shall not distribute, submit for publication, or publish any proposed Output until after PSBC has reviewed that proposed Output and has provided written confirmation of approval to the Applicant.

14.2   The Applicant shall not publish or present any Outputs that contain cell sizes less than 5 or contain any risk of re-identification of an individual. PSBC reserves the right to request additional measures to ensure that privacy and confidentiality requirements are upheld.

14.3   The Applicant shall provide complete copies of all material intended to be an Output to PSBC for review at least 45 days prior to submission for publication. The citations and disclaimer required by Article 14.5 for the intended publication or presentation must be

included in these copies. Data Stewards recognize that Research Materials such as conference presentations may change after submission for review. Data Stewards also need to know what information about the project has been made public. As such, the Applicant shall commit to provide as final a draft as possible for review, notify PSBC of any material changes, and then share the document actually presented.

14.4 No further linkages are to be made between any information provided by PSBC and other data sources, unless Authorization has been obtained to do otherwise.

14.5 In all Outputs, the Applicant shall appropriately reference the source of PSBC Information as Perinatal Services BC; shall include the date parameters used in the analysis; and shall include the following disclaimer: "All inferences, opinions, and conclusions drawn in this publication are those of the authors, and do not reflect the opinions or policies of Perinatal Services BC".

14.6 Upon receiving written confirmation of approval by PSBC of a proposed Output, the Applicant shall at the earliest opportunity inform PSBC of the expected publication date, including early release, and the Applicant shall submit a final copy to PSBC for their records.

15.0 TERMINATION, AMENDMENT, OR RENEWAL
15.1 Either Party may terminate this Agreement at any time on providing 30 days' written notice to the other Party.

15.2 Notwithstanding Article 15.1, PSBC may terminate the Agreement immediately on providing written notice to the Applicant if PSBC determines, in its absolute and sole discretion, that:
   a) the terms and conditions of this Agreement have been violated by the Applicant or a Project Member;

   b) changes to applicable legislation affect the Data such that the disclosure to the Applicant no longer complies with that legislation.

15.3 This Agreement may be amended if the Parties agree to do so, but no amendment to this Agreement is effective unless it is in writing and signed by the Parties.

15.4 Amendment requests are to be submitted using the formal process for data requests as indicated on the PSBC website.

15.5 There is no automatic right to renewal of this Agreement.

15.6 The Parties may renew this Agreement, but no renewal of this Agreement is effective unless it is in writing and signed by the Parties.

16.0 NOTICE
16.1 Any notice, document, statement, report, or demand that either Party may desire or be required to give or deliver to the other Party pursuant to this Agreement shall be in writing, and shall be given or delivered by personal delivery, by mailing in BC with postage prepaid, or by facsimile transmission, delivered or addressed:

   a) If to Perinatal Services BC:
   Data Steward
   [Robert Finch
   Executive Director
   Perinatal Services BC
   Suite 260, 1770 W7th Ave., Vancouver, BC, V6J 4Y6]

b) If to the Applicant, the address noted in **Schedule A.**

17.0 DISPUTE RESOLUTION
17.1 Any matter of general concern, dispute, or new issue arising from this Agreement will be directed to the designated representatives listed below for resolution. The designated representatives are:

a) For Perinatal Services BC:
Data Steward
[Robert Finch
Executive Director
Perinatal Services BC
Suite 260, 1770 W7th Ave., Vancouver, BC, V6J 4Y6]

b) The Applicant:
To the address noted in **Schedule A**

17.2 Notwithstanding Article 17.1, in the event of a matter of general concern, dispute, or new issue arising from this Agreement, PSBC may at its sole and absolute discretion request the immediate return or destruction of PSBC Information pending resolution and the Applicant shall immediately comply with that request.

18.0 DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY
18.1 PSBC Information is provided without warranty of any kind including warranty of fitness for a particular purpose. PSBC does not warrant the accuracy or completeness of PSBC Information, or that access to PSBC Information will function without error, failure or interruption.

18.2 The Applicant acknowledges that the information in PSBC Information is not exhaustive and therefore cannot be relied upon as complete.

18.3 The Applicant agrees that PSBC Information and any other information received or otherwise obtained through this Agreement are to be used at the Applicant's own risk.

18.4 PSBC is not responsible for any loss or damage that may result from access to PSBC Information or delayed access to PSBC Information.

18.5 The Applicant shall not bring an action against PSBC for any loss or damage of any kind caused by any reason or purpose related to the release of, reliance on or use of PSBC Information.

18.6 The Applicant agrees to indemnify and save harmless PSBC and their employees, servants, directors, contractors and agents for any and all losses, expenses, costs including legal costs, and damages resulting directly or indirectly from the actions of:

a) the Applicant, a Project Member or any other officers, employees, contractors, or agents of the Applicant; and

b) any other Person who obtains access to PSBC Information either on or off the Applicant's premises, as a result of the Applicant's or a Project Member's negligence or failure to comply with the terms of this Agreement.

This indemnification survives the termination of this Agreement and shall not detract in any way from any other rights or remedies which the PSBC may have under this Agreement or otherwise at law or in equity.

19.0 LEGAL RELATIONSHIP

19.1 No partnership, joint venture or agency will be created or deemed to be created by this Agreement or by any action of the Parties under this Agreement.

20.0 AUDITING

20.1 The Applicant must permit PSBC to have access to the Applicant's premises on 24 hours' notice during regular business hours, to inspect for compliance with the terms of this Agreement.

20.2 PSBC will investigate all cases where it is alleged that there may be unauthorized access to or modification of PSBC Information covered by the Agreement, or Misuse of PSBC Information or breaches of confidentiality. If unauthorized access or use is found and if it may, now or in the future, jeopardize confidentiality of PSBC Information or the privacy of individuals, the Applicant will immediately advise PSBC. The Applicant will also provide a detailed report of the circumstances of any unauthorized access or use and any remedial actions taken and agrees to assist PSBC with any investigations and/or inquiries.

21.0 GENERAL

21.1 All Schedules including addendums to this Agreement form an integral part of this Agreement as if they were written into the body of the Agreement.

21.2 This Agreement comprises the entire Agreement between the Parties and supersedes all previous Agreements between the Parties regarding the subject matter contained in this Agreement, but does not override or replace any other agreements between the Parties.

21.3 The Applicant acknowledges that the Applicant is bound by the terms of this Agreement regardless of the terms of any other agreement the Applicant may enter into with a third party.

21.4 The Applicant must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Agreement unless expressly permitted by this Agreement or an Authorization.

21.5 The headings in this Agreement are inserted for convenience only and do not form a part of this Agreement.

21.6 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.

21.7 In this Agreement, a reference to an enactment of British Columbia includes a reference to any amendments and subsequent enactments of like effect and unless the context otherwise requires, all statutes referred to in this Agreement are enactments of British Columbia.

21.8 If there are any changes to relevant privacy legislation during the Term of this Agreement, the Parties shall review and, if necessary, amend this Agreement to ensure ongoing compliance with that legislation.

21.9 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal, and enforceable.

21.10 No term of this Agreement and no breach of this Agreement by the Applicant will be considered to have been waived by PSBC unless such waiver is in the form of Authorization.

21.11 The Parties may execute this Agreement in separate counterparts, and the Parties shall consider each such counterpart when so executed and delivered to be an original copy of the Agreement. The Parties may deliver such counterparts by facsimile transmission, and the Parties shall consider any such counterpart delivered by facsimile transmission to be an original copy of the Agreement.

21.12 The Parties agree that Articles 4, 8, 11, 13, 14, and 21.3 continue in force indefinitely, even after this Agreement ends or has been terminated.

IN WITNESS WHEREOF the Parties have executed this Agreement.

SIGNED on behalf of the Provincial
Health Services Authority

_____   _____

Robert Finch   (Witness)
Executive Director   Title:
Perinatal Services BC   Organization:

DATE:

SIGNED
by the Applicant

_____   _____

                                                            (Witness)

                                                            Title:

                                                            Organization:

DATE:

SIGNED
by the Supervisor (student projects only)

_____   _____

                                                            (Witness)

                                                            Title:

                                                            Organization:

DATE: