

## SCHEDULE B – Pledge of Confidentiality

### Research Project R

#### Project Title:

1. I (please print name) acknowledge  
that all data and other information (including personal information):

- (a) disclosed by PSBC for the purpose of the Project; or
- (b) derived from or generated using any information disclosed by PSBC, including without limitation any research notes, aggregations, and linkages to other information

**(collectively, the "Information")** is, by necessity, sensitive to PSBC and provided in confidence. I acknowledge that some of the Information is personal information and is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ("**FIPPA**").

2. I agree that:

- (a) I will use the Information solely for the purposes of the Project and will not, either directly or indirectly, use the Information for any other reason without the prior written consent of PSBC;
- (b) I will keep the Information strictly confidential and, subject to the exceptions in paragraph 3 below, I will not disclose any portion of the Information to any other person, organization, corporation or other entity, nor will I permit or offer any of the Information to be used, divulged, given or released to any other person, organization, corporation or other entity;
- (c) I will comply with the requirements of FIPPA and I will respect and uphold the privacy of patients and providers about whom the Information pertains in accordance with FIPPA; and
- (d) at the end of my involvement with the Project, or at any other time upon the request of PSBC, I will immediately return to PSBC or destroy all copies of the Information (including electronic copies) that I may possess.

3. The exceptions to my confidentiality obligations are as follows:

- (a) disclosure to person(s) PSBC has expressly authorized as a participant in the Project **(collectively, the "Project Participants")**;
- (b) disclosure with the prior written consent of PSBC.

#### **SPECIFIC OBLIGATIONS WHEN ACCESSING AND USING INFORMATION**

4. Respecting this Agreement, I will not:

- (a) make any record linkages using the Information other than those detailed in the Agreement without authorization;
- (b) transmit, store or combine the Information with any other data;
- (c) sell, distribute, or copy the Information;
- (d) permit analysis of the Information to be subcontracted or otherwise performed in any manner by anyone other than Project Participants;
- (e) permit Information to be stored or transmitted in any manner outside of Canada;
- (f) store or maintain Information on any personal computer, laptop, CD, DVD, USB drive or other removable media;
- (g) email data/information that identifies a person, place or provider;
- (h) fax data/information that identifies a person, place or provider unless absolutely necessary and only under the following circumstances: The outgoing fax must be sent with a standard cover sheet identifying both sender and receiver information (full name, title and contact information) and summary pages count. The recipient fax machine is in a secured area; the recipient fax number has been confirmed, the recipient is alerted that a fax is being sent; the recipient phones to confirm receipt of faxed information;



- (i) remove any records or devices containing Information from the premises listed in the Agreement;
- (j) leave Information unattended in an unlocked room; contact any individual identified in the Information or
- (k) unless such action is expressly permitted by the Agreement, in which case I will act only as permitted therein.

**5. Furthermore, I will:**

- (a) maintain the confidentiality, security and integrity of all passwords, codes, keys and other mechanisms that permit access to or use of the Information;
- (b) immediately notify PSBC if I suspect there has been any misuse or potential misuse of the Information, including any unauthorized access or security breach;
- (c) keep any pre-existing or external data files containing identifiers (whether or not encrypted or anonymized) separate from the Information used for analysis;
- (d) place printed records and reports identifying a person, place or provider in locked confidential bin for disposal and destruction;
- (e) have a firewall installed on my dedicated internet link;
- (f) have current virus detection software running and configured to automatically update daily on my remote device. I also agree to update, on an automatic basis, recommended security patches for the operating system and other applications in use; or
- (g) use proper data removal software/technology and practice to remove any identifiable personal health data/information from mobile/portable devices after it is no longer required for data transmission.

**GENERAL**

- 6. I agree that my obligations under this agreement will continue after my involvement with the Project has ended.
- 7. If any portion of this agreement is found to be invalid or unenforceable then that portion shall be severed and the remaining portion shall remain in full force and in effect.
- 8. This agreement shall be governed and construed in accordance with the laws in force in province of British Columbia.
- 9. I acknowledge that:
  - a. this Confidentiality Pledge is legally binding;
  - b. the obligations described in this Confidentiality Pledge are not exhaustive, and are in addition to any other obligations I may owe by law;
  - c. any breach by me of this Confidentiality Pledge may result in disciplinary sanction and civil court action;
  - d. any breach of these terms is a breach of the Agreement.

Signature

Print Name

Date

Witness Signature

Print Name

Date