



*Promoting excellence
and innovation in HIV
research and care*

CONFIDENTIALITY AGREEMENT

BETWEEN:

_____ (“the Researcher”)

- and -

The Ontario HIV Treatment Network (“the OHTN”)

WHEREAS the Researcher is employed by the OHTN or is engaged in research activities related to the OHTN Cohort Study using the Central Research Database of the OHTN or the HIV Ontario Observational Database for or under the auspices of the OHTN pursuant to a contractual or other relationship with the OHTN and has access to Confidential Information as defined herein;

AND WHEREAS it is essential to the OHTN and its funding agencies that information provided to the OHTN for use in its research endeavours is kept strictly and absolutely confidential and in particular is handled in compliance with the Personal Health Information Protection Act of the Province of Ontario;

AND WHEREAS the Researcher agreed, at the time he or she entered into employment with the OHTN or commenced his or her engagement to perform research or related activities for or under the auspices of the OHTN, to enter into an agreement with respect to confidential information and that he or she has received good and valuable consideration for entering into such agreement;

NOW THEREFORE THE PARTIES HERETO AGREE:

1. For the purposes of this Agreement:
 - (a) “Confidential Information” means information provided to the OHTN or gathered, known or used by or in the name of the OHTN in connection with its research endeavours or research activities performed under its auspices including but not limited to any data provided or gathered that contains Personal Health Information, De-Identified Participant Information, data, programmes, codes, methods, techniques or processes, formula design,

prototype, device, equipment or machine, Financial Information, Intellectual Property and Research and Development, but does not include any which is or becomes a matter of Public Knowledge;

(b) "Financial Information" means information pertaining to the OHTN's funding, costs or operation.

(c) "OHTN Cohort Study Research Policies" means the OHTN policies of the same name as it is from time to time;

(d) "Public Knowledge" means information known generally in the scientific, research and health care communities, or which is easily obtained through lawful, non-confidential sources such as publications.

(e) "Research and Development" means information pertaining to any research, development investigation, study, analysis, experiment, or test carried on or proposed to be carried on by or under the auspices of the OHTN;

(f) "De-identified Participant Information" means information under the custodianship of the OHTN about a living or deceased OHTN Cohort Study participant that has been stripped of all uniquely identifying data elements, such as name, address, health number or social insurance number. De-identified Participant Information can contain both demographic information, that is, information about an individual such as gender, ethnic origin age, level of education, etc., and health information, that is, information about an individual's health care, such as conditions, treatments or medications.

(g) "Personal Health Information" has the same meaning as that provided in the Personal Health Information Protection Act . Personal Health Information means identifying information about an individual in oral or recorded form, if the information,

- i) relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family,
- ii) relates to the providing of health care to the individual, including the identification of a person as a provider of health care to the individual,
- iii) is a plan of service within the meaning of the Long-Term Care Act, 1994 for the individual,
- iv) relates to payments or eligibility for health care in respect of the individual,
- v) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any such body part or bodily substance,
- vi) is the individual's health number, or
- vii) identifies an individual's substitute decision-maker.

2. The researcher shall hold in confidence and keep confident all Confidential Information.
3. The researcher will not use Confidential Information for any purpose other than that for which it was provided to him or her unless the researcher has the OHTN's written authorization to do so.
4. If applicable, the researcher will comply with the conditions and restrictions specified by the research ethics board approval submitted with the researcher's application to use Confidential Information.
5. The researcher will disclose or provide access to Confidential Information in a form in which the individual to whom it relates can be identified only to persons who have entered into Confidentiality Agreements with the OHTN and the researcher and shall be responsible to satisfy himself or herself in that regard. Written confirmation from the Scientific and Executive Director that named individuals have executed such Agreements shall be deemed to compliance with this provision.
6. The researcher will keep all Confidential Information in a physically secure location to which access is given only to the researcher and the persons mentioned above.
7. The researcher will not contact any individual to whom Confidential Information relates, directly or indirectly, without the prior written authority of the OHTN.
8. The researcher shall ensure that no Confidential Information will be used or disclosed in a form in which the individual to whom it relates can be identified without the written authority of the OHTN unless the use or disclosure is otherwise in compliance with this Agreement.
9. The researcher shall notify the OHTN in writing immediately upon becoming aware that any of the conditions set out in this agreement have been breached.
10. The researcher shall handle all Confidential Information in a manner consistent with the "OHTN Cohort Study Research Policies" unless the Policies are in some respect inconsistent with the terms herein, in which case the terms herein shall apply.

ENTERED INTO this _____ day of _____ 20__

The Researcher

per: The Ontario HIV Treatment Network