



DALHOUSIE UNIVERSITY

Health Data Nova Scotia

THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS WHICH ARE BINDING
PLEASE READ IN FULL. SIGN, WITNESS AND RETURN ORIGINAL COPY

NAME: _____

CONFIDENTIALITY AGREEMENT

This Agreement describes the obligations and responsibilities of confidentiality of the Researcher (Recipient) in connection with his/her association with Health Data Nova Scotia, which is part of the Department of Community Health and Epidemiology within the Faculty of Medicine, Dalhousie University ("HDNS").

WHEREAS:

- A. The Recipient recognizes:
- (a) That HDNS, which is part of the Department of Community Health and Epidemiology within the Faculty of Medicine at Dalhousie University, is engaged in work involving research and quality assessment, utilizing data obtained from the Nova Scotia Department of Health and Wellness ("DHW").
 - (b) That during his/her period of association with HDNS, he/she may have access or be exposed to and have an opportunity to learn about confidential and personal information of third parties to whom the University and/or DHW owes a duty of confidentiality.
 - (c) That HDNS has established policies and procedures to govern the security, use and disclosure of information contained in HDNS databases.
- B. The Recipient acknowledges and agrees that execution of a confidentiality agreement substantially similar to this Agreement was one of the terms of association upon the Recipient commencing association with HDNS.

THEREFORE in consideration of the Recipient's period of association with HDNS, and other good and valuable consideration, the sufficiency of which is acknowledged, the Recipient agrees as follows:

ARTICLE 1 – DEFINITIONS

1.1 “Confidential Information” means technical data and other information including but not limited to products, devices, mechanisms, substances, organisms, technology, research results or plans, formulas, patterns, compilations, programs, methods, technique processes, know-how, reports, descriptions, drawings compositions, strategies, trade secrets, business and financial information, computer software, and Personal Information that

- (a) is subject to HDNS's Data Access Guidelines and Procedures;
- (b) is provided to the Recipient as a result of, or in connection with, the Recipient's association with HDNS;
- (c) is the subject of agreements under which Dalhousie University owes a third party a duty of confidentiality and it is identified as such to the Recipient; or
- (d) is, or may be developed from the results of work done under research contracts or other research funding arrangements between Dalhousie University and third parties and is identified as such to the Recipient.

but excludes information which:

- (a) is or becomes part of the public domain other than by a breach of confidentiality obligations to the University or privacy laws; or
- (b) is lawfully obtained from third parties other than pursuant to 1.1 (c) or 1.1(d).

1.2 “Personal Information” means any information about an identifiable individual including but not limited to name, age, personal characteristics, contact information, health information, employment information and financial information.

1.3 “Recipient” has the meaning ascribed thereto on Page 1.

ARTICLE 2 – CONFIDENTIAL INFORMATION

2.1 Recipient acknowledges that the Confidential Information is a special, valuable, and unique asset which either belongs to or has been entrusted to HDNS. The Recipient agrees:

- (a) to maintain all Confidential Information in trust and confidence, taking all reasonable precautions to protect the Confidential Information;
- (b) to comply with HDNS’s policies and procedures, as amended from time to time, and with all other University regulations, policies, procedures and guidelines and any applicable legislation relating to the protection of confidential or Personal Information; and
- (c) not to directly or indirectly use or disclose the Confidential Information to any other person except in the course of performing clearly authorized duties as a Recipient or with HDNS’s prior written consent.
- (d) **Individual level data may not be copied or exported in any format from the secure HDNS servers and workstations.**

2.2 Recipient agrees not to use, disclose to HDNS, or induce HDNS to use, any trade secret, confidential information or documents belonging to others during his/her period of association. The Recipient represents and warrants that his/her research period will not require him/her to violate any obligation to or confidence of another.

ARTICLE 3 – RETURN OF MATERIALS AT TERMINATION

3.1 Upon completion of the Recipient’s association with HDNS, the Recipient will promptly deliver to HDNS all tangible Confidential Information and copies thereof in his/her possession and shall destroy all Confidential Information in non-deliverable form, including, without limitation, the deletion of all documentation, information or data from his/her computer or other electronic systems, and shall provide written confirmation of such destruction to HDNS within the confines of any Ethical Approvals to carry out said research.

ARTICLE 4 – MISCELLANEOUS

- 4.1 If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement, and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed as to preserve the enforceability hereof.
- 4.2 This Agreement shall be binding upon the Recipient whether or not his/her period of association was terminated for any reason and whether or not validly or for cause.
- 4.3 Article 2 hereof shall survive termination of this Agreement and the termination of the Recipient's association with HDNS for any reason and whether or not validly or for cause.
- 4.4 No license or transfer of ownership of the Confidential Information, express or implied, is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.
- 4.5 Neither this Agreement nor any interest herein may be assigned in whole or in part by the Recipient hereto without the prior written consent of Dalhousie University.
- 4.6 This Agreement is effective as of the date the Recipient commences his/her period of association with HDNS as evidenced by the date appearing on the first page of this Agreement.
- 4.7 The Recipient acknowledges that he/she has had time to review this Agreement. The Recipient acknowledges that he/she fully understands its contents and has had the opportunity of obtaining legal advice concerning its interpretation and effect on him/her.

ACKNOWLEDGED AND AGREED TO:

Please complete all fields

Institution	
Street Address	
City	
Phone	
email	

Researcher Name	
Researcher Signature	
Date	

Witness Name	
Witness Signature	
Date	

Mail signed and witnessed ORIGINAL to:

HDNS
Dalhousie University
5850 College Street, Room 4L05
Halifax, NS B3H 4H7



Health Data Nova Scotia