

# Researcher Services Agreement

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Population Data BC aims to assist the research community in their advancement of research on human health, well-being and development by providing an efficient, user-friendly, supportive platform for the provision, storage and analysis of research data.

This agreement with Population Data BC sets out the terms and conditions relating to the provision of Research Extracts by Population Data BC to Researchers and other Project Members in accordance with a signed Research Agreement.

## Definitions

- a) **“Data”** refers to any information used for research or statistical purposes, including personal information, which is disclosed to Population Data BC by Data Stewards under an Information Sharing Agreement.
- b) **“Data Access Request”** refers to the formal application for data through Population Data BC. Components of this application form include information on the Researchers, the research questions, the proposed methodology, and details of the proposed cohort and data requested.
- c) **“Data Steward”** refers to a public body that has ultimate responsibility for a given data source.
- d) **“Project Member”** refers to the Researcher(s) and other individuals specifically identified in an approved Data Access Request as requiring access to the Research Extract; an individual who has completed and signed Population Data BC’s privacy training and confidentiality pledge under the Research Agreement.
- e) **“Research Agreement”** refers to an agreement between a Researcher and Data Steward(s) for the access and use of specific fields of data for specific research projects and outlining obligations associated with that access.
- f) **“Research Extract”** refers to Data that are extracted in conjunction with an approved Data Access Request and Research Agreement for the purpose of disclosure to a Researcher.

- g) **“Researcher”** refers to a person who is a student, teacher or researcher either enrolled at or employed by any of the following institutions: a) universities as defined in the *Universities Act*, R.S.B.C. 1996, c. 468, b) colleges, university colleges, and Provincial institutes as defined under the *Colleges and Institutions Act*, R.S.B.C. 1996, c. 52, c) the open university continued under the *Open Learning Agency Act*, R.S.B.C. 1996, c. 409, d) Royal Roads University continued under the *Royal Roads University Act*, R.S.B.C. 1996, c. 409, e) any other institutions offering public post-secondary education services that may be described in the statutes above, and f) other comparable institutions in other jurisdictions worldwide.
- h) **“Secure Research Environment” or “SRE”** refers to a study-specific space on a central server at Population Data BC, where Research Extracts are stored and analyses can be performed remotely using Virtual Private Networking.
- i) **“Yellow Folders”** refer to the transfer folders used on the SRE environment which allow transfer of files into and out of the SRE.

## 1. Provision of Research Extract

- 1.1. Population Data BC will prepare and provide the Research Extract in accordance with a signed Research Agreement between the Researcher and Data Steward(s). Only those Data fields authorized for disclosure in the approved Data Access Request will be released in the Research Extract.
- 1.2. Only Project Members who have signed a confidentiality pledge with the relevant Data Steward(s) and who have completed Population Data BC’s Researcher privacy training will be granted access to the Research Extract. Before any team member is granted access to the SRE, the Principal Researcher must complete the Researcher privacy training. Project Members will be required to complete Population Data BC privacy training refreshers every three years while they have access to the Research Extract.
- 1.3. Where any student intends to use the Research Extract for his or her own academic work, he or she must submit a *Student DAR and Researcher Agreement* via Population Data BC for review and approval by the relevant Data Steward(s). Only upon approval by the relevant Data Steward(s) may the student use the Research Extract for his or her own academic work.
- 1.4. In accordance with the Research Agreement between the Researcher and Data Steward(s), the Research Extract may be granted:

- a) Through Population Data BC's Secure Research Environment (SRE), or
- b) On a password-protected and encrypted CD

1.5. Where a Research Extract was provided on encrypted CD as expressly authorized by the Data Steward(s), the Researcher bears full responsibility for the security of the CD and its contents upon receipt (to be acknowledged via signature) and agrees to comply with the terms and conditions of use laid out in the Research Agreement between the Researcher and Data Steward(s).

1.6. Where a Research Extract is provided on the SRE, all Project Members agree to comply with Section 2: The Secure Research Environment below.

## 2. The Secure Research Environment (SRE)

### 2.1. Authentication of Access to the SRE

- a) Each Project Member is responsible for the security and safety of their assigned SecurID token, and will incur charges for lost or damaged tokens as per Section 5: Service Charges and Payments of this agreement.
- b) All Project Members must report to Population Data BC any lost or compromised SecurID token immediately. Population Data BC will promptly suspend the authentication associated with the lost or compromised SecurID token.
- c) Upon project closure, Population Data BC will disable that project's SecurID and password access immediately, for all project members.
- d) Project Members must return their SecurID token to Population Data BC within ninety (90) days of closure of all projects to which they had access.
- e) Project Members must keep their SecurID token and password confidential under any circumstance, including not sharing it with other Project Members working on the same project or any colleagues associated with the project.
- f) Where adding a new Project Member or removing an existing Project Member from the research team with access rights to the SRE, Population Data BC must be notified as soon as possible to facilitate the addition/removal of access rights.

## 2.2. Using the SRE

- a) Population Data BC will provide software programs on the SRE for analytical purposes to Project Members, including the programs listed below. This list may be subject to change from time to time.
  - a) SPSS
  - b) SAS
  - c) Stata
  - d) ArcGIS
  - e) HLM
  - f) Stat Transfer
  - g) GeoDA
  - h) R
  - i) Python
  - j) Microsoft Office Professional
- b) Concerns or inquiries regarding SRE service or disruptions should be submitted to Population Data BC's Researcher Liaison Unit during normal business hours. Concerns or inquiries submitted after hours will not be addressed until the next business day.
- c) Project Members may transfer information into their project folder(s) on the SRE at any time. Where relevant, all legal authorities must be in place. All transfers are subject to audit by Population Data BC staff on behalf of the Data Steward(s).
- d) Only aggregated Data, other research outputs, and the Researcher's (or other Project Member's) own programming scripts and project-specific external data brought in by the Researcher (or other Project Member) may be transferred out of the SRE via the Yellow Folders. Project Members are not permitted to transfer raw and/or record-level Data in or out of the SRE under any circumstance.
- e) Where a Project Member is working on multiple projects which are active on the SRE, Population Data BC will create separate project folders for each research project which the Project Member may access with one SecurID token and password. A Project Member is not permitted to be logged in to more than one project on the SRE at a time and is not permitted to transfer files between project folders to which he or she has access.

- f) Each research project is allotted storage space on the SRE as outlined in Population Data BC Quote. Researchers will be notified when they are within 10% of the storage limit on the SRE. Additional storage on the SRE may be purchased from Population Data BC to house and process growing projects.
- g) Population Data BC will ensure up-to-date virus protection of all files stored on the SRE.

### 2.3. Backups of the SRE

- a) Population Data BC will back up all files on the SRE, including, but not limited to, analytical work of Project Members and external program scripts stored on the SRE. Incremental backups of the SRE will be performed nightly, with full backups being performed weekly.
- b) Backups are intended for use in disaster recovery situations. Any requests from Project Members to restore files on the SRE will incur a service charge. Requests for restored files older than 3 months will not be feasible.
- c) Restored files that have been requested will be placed in the project folder on the SRE.
- d) Restored files will not be available after project closure.
- e) Project folders on the SRE will be archived for seven years following project closure. Future requests by Project Members for access to the archived folders will be subject to authorization and charges.

### 2.4. Logging and Auditing of SRE Access by Population Data BC

- a) All access to the SRE and file transfers into or out of the SRE will be automatically logged on a server by Population Data BC. The logs will identify the time and date of access or file transfer, who accessed or transferred the file(s), and the names and sizes of all files transferred. Data in the Yellow Folder will be similarly audited.
- b) All SRE access and file transfer logs into or out of the SRE will be reviewed at least monthly by authorized Population Data BC personnel and upon request by the Data Steward(s).
- c) At no time will Population Data BC independently add, delete, examine, or otherwise modify any files or programs scripts stored on the SRE.

### 2.5. SRE Technical Support

- a) For technical issues and support please email [sre@popdata.bc.ca](mailto:sre@popdata.bc.ca). You will receive a response within four business hours of submitting the email. Before sending an email please check <https://portal.popdata.bc.ca/sre/available> for server outage and technical issue notices.
- b) SRE technical support hours are 8:30 to 4:30 Monday to Friday

### 3. Amendments and Extensions

3.1. Changes to the research project may require an amendment application to the Research Agreement (or in some cases, a new application), which must be reviewed and approved by the relevant Data Steward(s) and confirmed with new signatures to the Research Agreement. Such changes include, but are not limited to:

- a) Changes to the research question(s)
- b) Changes to Data fields requested
- c) Changes to years of Data requested
- d) Changes to cohort definition
- e) Extension of term the Research Agreement

3.2. Researchers must contact Population Data BC's Researcher Liaison Unit to initiate an amendment application to the Research Agreement. Amendments, like the original Data Access Request, are adjudicated by Data Stewards. Amendments will incur additional service charges with Population Data BC. Where a Researcher is unclear whether a requested change would require an amendment, he or she should contact Population Data BC for clarity.

3.3. Where a Research Extract has already been prepared, Project Members may continue to access the Research Extract as per the existing Research Agreement while an amendment application to the Research Agreement is in progress. Data retention extensions are not considered amendments.

3.4. Where a Research Extract is provided on the SRE, upon the expiry date of either the Research Agreement or Research Ethics Board Certificate, if not extended, Population Data BC will immediately deactivate access to this project on the SRE. This access may be reactivated upon Data Steward Approval.

### 4. Project Closure

- 4.1. Population Data BC will notify Researchers of impending expiry dates of all Research Agreements and Research Ethics Board (REB) Certificates to allow Researchers the opportunity to apply for extensions.
- 4.2. Where a Research Extract is provided via an encrypted CD, Researchers agree to destroy and/or return to Population Data BC all Research Extract data on whatever medium, including, but not limited to paper or CDs, within ninety (90) days of any of the following, as per the Research Agreement:
  - a) Completion of the project;
  - b) Expiration of the term of the Research Agreement;
  - c) Expiration of the REB Certificate;
  - d) The early termination of the Research Agreement or REB certificate; or
  - e) Upon written request of the Data Steward(s).
- 4.3. If destruction of assets (e.g. computer equipment, encrypted CDs) is required of Researchers as per their Research Agreement, Researchers will employ the method of destruction specified in their Research Agreement, and provide Population Data BC with written notice of such destruction within ninety (90) days of any of the events listed in Section 4.2 (a) – (e).

## 5. Service Charges and Payments

- 5.1. Population Data BC will charge, for every project, an annual service fee for maintenance of and access to the SRE.
- 5.2. Population Data BC will provide a Cost Population Data BC Quote at the time of project approval. This must be signed by the Researcher prior to initiation of Research Extract preparation.
- 5.3. The Researcher agrees to pay the invoiced amount, which shall not be more than the amount provided in the Population Data BC Quote.
- 5.4. Amendment applications to the Data Access Request and/or Research Agreement after project approval will incur additional Population Data BC service charges, which will be reflected in a revised or additional quote(s). These may include, but are not limited to, the following:
  - a) Any changes to the cohort definition provided in the Research Agreement once preparation of a Research Extract has commenced will incur a service charge in order to cover additional Population Data BC labour, time and administration costs associated with changing the Research Extract.

- b) In the case of larger projects, additional disk space on the SRE beyond that originally allocated for the project at the time of project approval may be purchased from Population Data BC.
- c) Any request by a Researcher for backup copies of files on the SRE, for reasons other than disaster recovery, will incur a charge per request.
- d) In the case of a lost or damaged SecurID token (through action or inaction by a Project Member), a charge will be applied to cover replacement and administration costs.

## 6. Obligation to Report Breach

6.1. All Project Members are required to report to Population Data BC immediately if they have knowledge of any breach or suspected breach of the terms and conditions of this agreement or their Research Agreement, including any unauthorized access to or use of the SRE or encrypted CD.

## 7. Contribution to Population Data BC Library/Bibliography

7.1. Researchers will be asked to contribute to Population Data BC's data documentation efforts by contributing data analysis concepts and related code fragments, and user experience synopses for publication on Population Data BC's website.

7.2. Population Data BC will seek the Researcher's consent to publish the following information on current projects facilitated through Population Data BC on its website. We are using the following information as a resource on our website in order to provide project examples and contacts for researchers, to demonstrate the benefits and usability of our data resource to Data Providers and to promote the value and public worth of research performed using personal level data to the general public:

- a) the name of the Researcher(s),
- b) the institution or organization of the Researcher(s),
- c) the title of the grant or project title
- d) the name of the granting agency, and
- e) Data sets approved in the application

7.3. Researchers acknowledge that by virtue of their name and research project being published on Population Data BC's website, they may potentially be contacted by other Researchers with similar interests or individuals who would like more information.

## 8. Warranties and Disclaimers

8.1. The Research Extract provided on the SRE and encrypted CD is "as is", and Population Data BC makes no warranty, either express or implied, including but not limited to, warranties of merchantability and fitness for any particular purpose. In no event will Population Data BC be liable for any direct, special, indirect, consequential or other damages arising from a Project Member's use of the Research Extract on the SRE or on encrypted CD.

8.2. Population Data BC does not assume any responsibility for non-compliance, intentional or accidental, by Project Members with these terms or conditions or the terms and conditions contained in the Research Agreement and related appendices between the Data Steward(s) and Researcher(s).

## 9. Acceptance of Terms and Conditions

9.1. Should Population Data BC become aware of any violations or non-compliance of the terms and conditions of a Research Agreement and related appendices, Population Data BC will promptly inform the appropriate Data Steward(s) of the violation or noncompliance and terminate access to the affected data on the SRE.

9.2. It is the undersigned Researcher's responsibility to ensure that use of the Research Extract and the SRE by all Project Members comply with these terms and conditions, and the undersigned shall be personally responsible and liable for non-compliance by any Project member. He or she shall properly advise all Project Members of the terms and conditions of this agreement.

9.3. Any violation of the terms and conditions of this agreement may result in termination or suspension by Population Data BC of a Project Member's access rights (including potentially future access rights) to Population Data BC's SRE and notification of the Data Steward(s) as per Section 9.1.

**The undersigned agrees to the above terms and conditions.**

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Signature of Principal Researcher (on behalf of Project Team)

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Date