![populationdata BC — A PLATFORM SUPPORTING RESEARCH ON HUMAN HEALTH, WELL-BEING AND DEVELOPMENT.]

# Researcher Services Agreement

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, governing legislation and Population Data BC's/ University of British Columbia's policies.

Capitalized terms in this Agreement are defined in Population Data BC's glossary of terms, which is accessible via the following link: https://www.popdata.bc.ca/dataaccess/glossary

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. Research Extracts are provided as ASCII flat files, as this format can be imported into a wide variety of software programs for analysis.

   1.3. Researchers are responsible for analyzing the data they receive and it is expected that Researchers will have the capability and necessary resources to carry out their own analyses. Population Data BC's Researcher Liaisons are not permitted to provide data analysis services.

   1.4. Only Project Members, the Researcher(s) and other individuals specifically identified in an approved Data Access Request, 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.

   1.5. Before any team member is granted access to the Secure Research Environment (SRE), the Principal Investigator must complete and maintain up-to-date 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.

   1.6. Where any student intends to use the Research Extract for his or her own academic work, he or she must submit a *Student DAR* via Population Data BC for review and approval by the relevant Data Steward(s).

a) Only upon approval by the relevant Data Steward(s) may the student use the Research Extract for his or her own academic work.

b) Use of Research Extract for purposes beyond those approved for student's thesis/dissertation/project under the *Student DAR* is prohibited. No other parties, including the student's supervisor, are permitted to use the Research Extract for their own Research Purposes or Materials.

1.7. 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),
   b) Through Population Data BC's secure file transfer site,
   c) On a password-protected and encrypted CD

1.8. Where a Research Extract was provided through a secure file transfer site or on encrypted CD, as expressly authorized by the Data Steward(s), the Researcher bears full responsibility for the security of the Research Extract upon receipt and agrees to comply with the terms and conditions of use laid out in the Research Agreement between the Researcher and Data Steward(s).

1.9. Where a Research Extract is provided on the SRE, it is the responsibility of the undersigned to ensure all Project Members are made aware of their responsibilities and agree to comply with *Section 5: The Secure Research Environment* below.

## 2. Amendments and Extensions

2.1. Researchers must inform Population Data BC of the following changes to their projects, which may require review and approval by the relevant Data Steward(s).  Such changes include, but are not limited to:
   a) Changes to the research question(s)
   b) Changes to fields requested
   c) Changes to years of Data requested
   d) Changes to cohort definition
   e) Changes to the data storage location (i.e. projects outside the SRE)
   f) Changes to funding
   g) New data linkages (whether or not publically available)
   h) Extension of term the Research Agreement
   i) Addition or removal of project team members, regardless of whether they will be accessing data.

2.2. 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.

## 3. Project Closure and Archival Storage

3.1. Upon the following scenarios listed below, Population Data BC will contact the Researcher to initiate project closure:

a) Completion of the project;
b) Expiration of the term of the Research Agreement (i.e. Data Retention Date);
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).

3.2. Projects accessed on the SRE:
a) Upon project closure, Population Data BC will immediately disable YubiKey tokens and password access for all Project Members.
b) Project Members must return their YubiKey token to Population Data BC within ninety (90) days of closure of all projects to which they had access.
c) Prior to project expiry and closure, Project Members must transfer any supporting documentation or research outputs that they wish to retain  off the SRE. SRE access will not be granted to download files following closure or expiry.
d) Following project closure, projects will be archived for seven years or as per Data Steward instructions.
e) During the archive period, subject to Data Steward approval and charges paid to Population Data BC, the Researcher may request to access the Archived Project. Data Stewards will adjudicate on a case-by-case basis whether a new Data Access Request and Research Agreement or a stand-alone request for access to the Archival Project is required.
f) Access to an Archived Project is all-or-nothing, i.e. no partial access is possible. The Researcher is only permitted to request access to the entire Archived Project.

3.3. Projects accessed outside of the SRE:
a) 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, or as per the Research Agreement.
b) Subject to a service charge, Researchers may apply to Population Data BC for archival storage of the project's research extract and working files.

**4. Research Materials Review and Data Citation**

4.1. As per the Research Agreement(s), Researchers acknowledge that all written materials intended for publication or distribution as an outcome of the research project must be submitted to Population Data BC for distribution to Data Steward(s) for review and comment prior to dissemination.

4.2. As per the Research Agreement(s), Researchers are obliged to follow the data citation standards as outlined at:
https://www.popdata.bc.ca/publishing_research_materials/citingsources.

4.3. As per the Research Agreement(s), Researchers are obliged to reference Population Data BC as outlined at: https://www.popdata.bc.ca/publishing_research_materials/referencingPopData

**5. The Secure Research Environment (SRE)**

5.1. Each Project Member is responsible for the security and safety of their assigned YubiKey token, and will incur charges for lost or damaged tokens as per *Section 6: Service Charges and Payments* of this agreement.

5.2. Project Members must keep their YubiKey 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.

5.3. All Project Members must report to Population Data BC any lost or compromised YubiKey token immediately. Population Data BC will promptly suspend the authentication associated with the lost or compromised YubiKey token.

5.4. Project Members may transfer non-individual level information (data/records/information) that is publicly available into their project folder(s) on to the SRE. 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). **Researchers may not upload any data into their folder at any time.** For projects involving Researcher-collected or other external data, a protocol will be put in place to allow Population Data BC to transfer the data into the SRE on the Researcher's behalf.

5.5. Only research outputs (e.g. maps, frequency and summary tables, graphs) and supporting documentation (e.g. scripts, research notes, data dictionary) may be transferred out of the SRE via the Yellow Folders. Researchers and Project Members are **prohibited** from transferring Research Extracts (including subsets), Researcher-collected data or other external data out of the SRE under any circumstance.

5.6. Each research project is allotted storage space on the SRE as outlined in Population Data BC Cost Quote. Additional storage on the SRE can be purchased from Population Data BC to house and process growing projects.

5.7. 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. Researchers and Project Members will also be required to complete an electronic attestation form for all transfers into or out of the SRE. Population Data BC will review the transfer form and activities.

5.8. At no time will Population Data BC independently add, delete or otherwise modify any files or programs scripts stored on the SRE.

5.9. 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. The primary purpose of backups is for business continuity and disaster recovery.

5.10. In the event of an inadvertent deletion, Population Data BC may be able to facilitate file restoration requests. 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. Restored files will not be available after project closure.

5.11. 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(s) approval. Population Data BC has the right to suspend access to the SRE for the project during the investigation of a suspected or actual privacy or security-related incident/event.

5.12. Further information about the SRE and technical support, please see:
https://my.popdata.bc.ca/static/sre/home.html

## 6. Service Charges and Payments

6.1. Population Data BC will provide a Cost Quote at the time of project approval.  The Researcher must sign this prior to initiation of Research Extract preparation.

6.2. In signing, the Researcher agrees to pay the invoiced amount, which shall not exceed the amount provided in the Cost Quote.

6.3. Amendment applications to the Data Access Request and/or Research Agreement after project approval may incur additional Population Data BC service charges, which will be reflected in a revised or additional quote(s).

6.4. Population Data BC will charge an annual service fee for access to the SRE. The basic SRE package is outlined in the Cost Quote.

6.5. Disk space usage on the SRE will be assessed monthly and overages beyond that allocated in the Cost Quote will be charged on a bi-annual basis. The research team is responsible for monitoring SRE usage via my.popdata.bc.ca.

6.6. Additional SRE users beyond outlined in the Cost Quote will incur additional fees.

6.7. In the case of a lost or damaged YubiKey token (through action or inaction by a Project Member), a charge will be applied to cover replacement and administration costs.

## 7. Researcher Response Obligations

7.1. Population Data BC has guidelines for response times by Researchers, which apply to data retention and ethics expiry notices, and requests for communication around amendments or clarification/modifications to a submitted DAR.

7.2. If Population Data BC does not receive acknowledgement or receipt from the Researcher they will:
   a) Send initial "Response Required" email stating withdrawal/closure date;
   b) Give final notice at 30 days before withdrawal/closure date;
   c) Formally withdraw the application/close the request at 60 days (withdrawal/ closure date given in initial email).

7.3. Researchers must proactively inform Population Data BC of changes to their contact information.

## 8. Obligation to Report Breach

8.1. 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.

## 9. Inclusion on Population Data BC website (www.popdata.bc.ca)

9.1. For reasons of transparency and to communicate the value of research facilitated though linked administrative data, Population Data BC will publish basic information on projects on its website. This basic information may include the Applicant and PI name, project number and title, institution, funding agency, research objectives, approved data sets, publications and project approval timelines. It will not include methodology without your direct consent.

9.2. 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.

## 10. Warranties and Disclaimers

10.1. The Research Extract provided on the SRE, encrypted CD or through the secure file transfer site, 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, in encrypted CD or transferred Data.

10.2. 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). This includes but is not limited to:
   a) Maintaining up-to-date data retention date;
   b) Maintaining up-to-date Research Ethics Board approval(s).

**11. Acceptance of Terms and Conditions**

11.1. Should Population Data BC become aware of any violations or non-compliance of the terms and conditions of a Research Agreement and related appendices, governing legislation and Population Data BC's / University of British Columbia's policies, 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.

11.2. Any violation of the terms and conditions of this agreement may result in termination or suspension by Population Data BC of access rights (including potentially future access rights) to Population Data BC's SRE and notification of the Data Steward(s) as per Section 11.1.

11.3. Should Population Data BC become aware of non-compliance of terms and conditions within the Researcher Services Agreement and related appendices, governing legislation and Population Data BC's / University of British Columbia's policies, Population Data BC has the responsibility to amend these terms to ensure compliance.

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

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

**Project Number:**  _____

**Project Title:**  _____


_____          _____
Signature of Applicant (on behalf of Project Team)                   Date


_____          _____
Signature of Witness                                                              Date


_____          _____
Signature of Principal Investigator (if different from Applicant)       Date


_____          _____
Signature of Witness (if Principal Investigator is different from Applicant)   Date

*Please note that for student applications the Principal Investigator must be a supervisor or thesis committee member.