

## Appendix 4a: Data Access Agreement (for Researchers Not Employed by UBC)

Project title: \_\_\_\_\_

### **BETWEEN:**

\_\_\_\_\_ (“**Approved User**”);

\_\_\_\_\_ (“**Approved Institution**”);

### **AND:**

The University of British Columbia (“**Survey Administrator**”)

(each referred to as a “**Party**” and collectively as the “**Parties**”).

### **BACKGROUND:**

This Agreement governs the terms of access to the research dataset generated by the Canadian Campus Wellbeing Survey Data (“**CCWS Data**”).

For the sake of clarity, the terms and conditions of access set out in this Agreement apply to the Approved User and to the Approved Institution. The Approved User and Approved Institution are referred to within this Agreement as “**You**” and “**Your**”, and shall be construed accordingly. The Approved User’s request to access the CCWS Data was approved by the Data Access Committee which is governed by the CCWS Data Access Policy.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration passing between the Parties hereto, the receipt and adequacy of which is acknowledged by both Parties, the Parties hereto covenant and agree as follows:

## **1. DEFINITIONS**

1.1 Unless otherwise defined in the body of this Agreement, capitalized words have the following meanings:

- a. Applicable Laws:** in relation to a Party, any and all federal and provincial laws or regulations to which the Party is subject relating to its activities in connection with this Agreement as are in existence on the Effective Date or come into existence during the Term, as the same may be amended, reenacted, consolidated and/or replaced, from time to time.
- b. Business Day:** any day except Saturday, Sunday or any statutory holiday in the Province of British Columbia.
- c. Data Access Committee (DAC):** a monitoring committee that will review and approve or deny access applications and provide overall oversight.

- d. **Data Access Application Form:** the form submitted to the CCWS Data Access Committee by the Approved User to request access to the CCWS Data.
- e. **Derived Data:** any and all data generated from or based upon the use of CCWS Data.
- f. **Destroy:** with respect to the CCWS Data, to take all necessary steps to: i) physically eliminate all print and other hard copies of it; ii) erase, scrub or otherwise remove all electronic, digital or other versions of it from every item of equipment and all media (including disks, tapes, computers, servers and related peripheral equipment such as disk arrays, tapes or disk backup units) that it has been installed, downloaded or otherwise put onto; and iii) otherwise obliterate it.
- g. **Effective Date:** the date when all Parties have signed a Data Access Agreement.
- h. **Canadian Campus Wellbeing (CCWS) Survey:** a common surveillance tool that provides a necessary basis for assessing the mental and physical health and wellbeing of students and/or employees, identifying priorities for intervention at an institutional level and assessing future interventions targeting the health and wellbeing of students and/or employees.
- i. **CCWS Data:** data from the Canadian Campus Wellbeing (CCWS) Survey to which the Approved User has been granted access by the DAC.
- j. **Research:** the research to be conducted by the Approved User at the Approved Institution using the CCWS Data pursuant to the Data Access Application Form, the protocol, and ethics review for which has been reviewed and approved by the Data Access Committee.
- k. **Research Participants:** individuals who have contributed their data to the CCWS.
- l. **Research Staff:** those individuals who are listed in the Data Access Application Form, who are approved by the Data Access Committee to have access to the CCWS Data for the purpose of conducting the Research.
- m. **Significant Changes:** changes that modify the accuracy and/or scope of the initial information provided by the Applicant in the Data Access Application Form.
- n. **Unanticipated Event:** an event that takes place during an approved research project, that may have an impact on the CCWS Data, Derived Data, and/or the ability of the Approved User to achieve his research goals. These include, but are not limited to, situations of compromised data or material security, integrity or confidentiality, or breaches of ethics.
- o. **Term:** has the meaning given to it in section 7.1.

1.2 The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement. Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing one gender include all genders.

1.3 All rights and obligations of the Approved User shall be interpreted and construed to be joint and several rights and obligations of the Approved Institution. Any breach of the provisions of this Agreement by the Approved User shall be deemed a breach by the Approved Institution, and vice versa.

## **2. ACCESS TO, USE AND DISCLOSURE OF THE CCWS DATA**

2.1 You agree to use the CCWS Data in compliance with the CCWS Data Access Policy.

2.2 This Agreement becomes active upon the Effective Date. Access is limited to one year with a possibility of subsequent annual renewals; thus, You must submit a Data Access Renewal Form to the Survey Administrator, through the DAC, when the year-end date is approaching.

2.3 You agree to use CCWS Data for the approved purpose and research project described in the Data Access Application Form and as approved by your Research Ethics Board or comparable decisional committee in the document requested in Section 6 of the Data Access Policy. Use of the CCWS Data for a new purpose or research project will require a new application and approval.

2.4 You shall reimburse the Survey Administrator \$(insert value) to cover costs incurred when preparing and sending CCWS Data to you.

2.5 You acknowledge and agree that the CCWS Data remain subject to Section 3 of this Agreement and the Approved User has only a royalty free, non-exclusive, non-assignable, non-transferable license to use the CCWS Data solely and only to the extent required to conduct the Research in accordance with the terms and conditions of this Agreement. You shall not make any significant changes relating to the information provided in the Data Access Application Form, without the prior written approval of the Survey Administrator, through the DAC.

2.6 You must report to the DAC any Significant Changes and/or Unanticipated Events related to your research project as outlined in Section 6 of the Data Access Policy.

2.7 You accept that it may be necessary for the Survey Administrator or its appointed agent to alter the terms of this Agreement from time to time in order to address new concerns. In this event, the Survey Administrator or its appointed agent will contact You to inform you of any changes.

2.8 You agree to submit a Final Project Report as outlined in Section 6 of the Data Access Policy on completion of the agreed purpose.

### **2.9 Safeguards to Protect CCWS Data**

2.9.1 You shall comply with the Data Access Policy and the terms and conditions contained in the Data Access Application Form.

2.9.2 You agree not to transfer or disclose the CCWS Data, in whole or in part, to anyone not listed in the Data Access Application Form for any purpose without the prior written approval of the CCWS DAC.

- 2.9.3 You shall provide a copy of this Agreement and explain its content to all Research Staff members. The Approved User shall ensure that all Research Staff members comply with the provisions of this Agreement. The Approved User shall take appropriate disciplinary action against any Research Staff member who breaches the terms of this Agreement, and shall deny such individual any further access to the CCWS Data.
- 2.9.4 You shall remain responsible for the acts of the Research Staff. Any breach of the provisions of this Agreement by the Research Staff shall be deemed a breach by the Approved User.
- 2.9.5 You agree to preserve, at all times, the confidentiality of the information and/or CCWS Data. In particular, you undertake not to use, or attempt to use, the CCWS Data to compromise or otherwise infringe the confidentiality of information on Research Participants and their right to privacy. You agree to follow the plans and procedures outlined in Section 4 of the Data Access Application Form.
- 2.9.6 You agree to protect the confidentiality of Research Participants in any research papers or publications that you prepare by taking all reasonable care to limit the possibility of identification. A minimum cell size of 5 is required when publishing CCWS Data.
- 2.9.7 You agree that in case of involuntarily identification of a Research Participant, this information will be destroyed and you will notify the Survey Administrator, through the DAC. You will not collect, use, or disclose any identifying information or attempt to contact a Research Participant.
- 2.9.8 You agree not to link or combine the CCWS Data provided under this Agreement to other information in a way that could re-identify the Research Participants, even if access to that data has been formally granted to You and Your Institution(s), or is freely available without restriction.
- 2.9.9 You shall maintain appropriate administrative, physical and technological safeguards to limit the risk of theft, loss, unauthorized access, copying, modification, use, disclosure or disposal of the CCWS Data consistent with prudent practice, using at least the same means that it uses, or would reasonably be expected to use, to protect its own confidential and proprietary information.
- 2.9.10 Your practices shall include security software and encryption protocols, firewalls, locks and other access controls, staff training and education. You shall ensure that the CCWS Data is only downloaded onto secure servers and not onto any personal devices. You shall not intentionally insert, into any part or component of the CCWS Data, any virus, time lock, clock, back door, disabling device or other code, routine or instruction which tends to destroy, corrupt or disable software, data or systems or allow unauthorized access thereto. The Approved User shall not store or use CCWS Data in any facility outside of the Approved Institution.
- 2.9.11 If the Survey Administrator, through the DAC has concerns about Your compliance with the terms and conditions of this Agreement, the DAC shall provide the Approved User with written notice of such concerns and its reasons for them. You shall, within five Business Days' of receipt of the notice, investigate the matter and provide the DAC with a report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required.

### **3. INTELLECTUAL PROPERTY AND PUBLICATION**

3.1 You agree to recognize the contribution of the CCWS, including a proper acknowledgement in all reports, presentations and publications resulting from your use of the CCWS Data. One of the following statements shall be included, determined by the data that you access:

Student data:

*“The data used for this research were made available by the Canadian Campus Wellbeing Survey (CCWS) with support from The Rossy Foundation. We thank the students and institutions that participated in the CCWS.”*

Employee data:

*“The data used for this research were made available by the Canadian Campus Wellbeing Survey (CCWS) with support from The Rossy Foundation. We thank the employees and institutions that participated in the CCWS.”*

Both student and employee data:

*“The data used for this research were made available by the Canadian Campus Wellbeing Survey (CCWS) with support from The Rossy Foundation. We thank the students, employees, and institutions that participated in the CCWS.”*

3.2 You agree to abide by the terms outlined in the CCWS Publication Policy available in the CCWS Data Access Policy.

### **4. RETENTION, RETURN AND DESTRUCTION OF CCWS DATA**

4.1 You shall retain the CCWS Data only for so long as necessary to complete the Research in accordance with the Data Access Application Form, unless required to retain the CCWS Data longer for archival peer review or audit purposes in conformity with legal requirements.

4.2 Upon expiration, early termination of this Agreement, or the reasonable request of the DAC, the Approved User shall:

4.2.1 Cease accessing and using the CCWS Data :

4.2.2 Destroy copies of the CCWS Data downloaded onto its computers and servers, or otherwise in its possession or control, in accordance with the DAC’s directions as to timing of destruction and method of secure destruction of records, unless obliged to retain the CCWS Data for archival purposes in conformity with audits, peer review or legal requirements, upon: a) the reasonable request of DAC; b) on expiration of this Agreement; c) in the event that You or Your Institution are in breach of any of the conditions of this Agreement; or d) in the event of a withdrawal by a participating institution contributing data to the research database. When requested by the DAC, You shall certify that the transferred data and all copies thereof were Destroyed.

4.2.3 You agree to return Derived Data that arose from analyses of CCWS Data back to the Survey administrator within one year of completing the analyses.

## 5. DATA BREACHES

- 5.1 If You becomes aware that there has been a breach or suspected breach of this Agreement, or that a person has or is suspected as having obtained unauthorized access to the CCWS Data other than as contemplated in this Agreement, or that the CCWS Data have been stolen or lost, You shall, at the first reasonable opportunity notify the Survey Administrator by telephone, followed by a written notice report, within 48 hours, using the Unanticipated Event/Significant Change Report Form. You shall take the steps that are reasonable in the circumstances to contain the breach and prevent reoccurrence and shall notify the DAC in writing of the steps taken.
- 5.2 The Survey Administrator reserves the right to use legal action against You for any damages caused by the breach of this Agreement.

## 6. GENERAL

- 6.1 You agree not to transfer or disclose the CCWS Data in whole or in part, or any identifiable material derived from the CCWS Data, to anyone not listed in the Data Access Application Form, except as necessary for safety monitoring, audits or program management. Should You or Your Institution wish to share the CCWS Data with an external collaborator, this third party must complete a separate Data Access Application Form and follow the normal access procedures.
- 6.2 **Governing Law.** This Agreement shall be construed, interpreted and governed by the laws of Canada and the province of British Columbia and the Parties attorn to the jurisdiction of the B.C. courts.
- 6.3 **Amendment.** This Agreement may be amended, modified or supplemented only by written agreement signed by each Party.
- 6.4 **Assignment.** No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, not to be unreasonably withheld, except that a Party may, without consent, assign its rights under this Agreement to a successor entity, or an acquirer of all or substantially all of its assets. This Agreement ensures to the benefit of and binds the Parties and their respective successors and permitted assigns.
- 6.5 **Survival.** Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect

## 7. TERM AND TERMINATION

- 7.1 **Term.** This Agreement shall be effective for a period of one (1) year from the Effective Date ("Term"). This Agreement may be extended by mutual agreement of the Parties or terminated in accordance with the provisions of this Agreement.
- 7.2 **Termination without Cause by Notice.** Any Party may terminate this Agreement without cause upon the provision of 30 days' prior written notice.

- 7.3 **Automatic Termination.** This Agreement shall automatically and immediately terminate if a Party becomes bankrupt or insolvent, ceases to carry on business, or is subject to an order made or a resolution passed for the winding up of its operation or if the Survey Administrator ceases to be funded or is terminated for any other reason.
- 7.4 **Suspension of Access.** Notwithstanding any other provisions in this Section 7, the Survey Administrator, through the DAC, acting in its sole discretion, may immediately suspend the Approved User's access to the CCWS Data if it believes that there is: (a) a breach of any material term of this Agreement; or (b) an extreme circumstance that would warrant such action including a compromise of the integrity or security of the CCWS Data. The Survey Administrator shall notify, through the DAC, the Approved User in writing of such suspension including when the suspension is to take effect.

## **8. NO WARRANTY/LIMITATION OF LIABILITY/INDEMNIFICATION**

8.1 You accept that the Survey Administrator:

8.1.1 bears no legal responsibility for the accuracy or comprehensiveness of the CCWS Data and the Survey Administrator makes no representations and extends no warranties of any kind, either express or implied of merchantability or fitness for a particular purpose, or that the use of the CCWS Data will not infringe any patent, copyright, or trademark, or other rights or any other express or implied warranties.

8.1.2 accepts no liability for indirect, consequential, or incidental, damages or losses arising from acceptance or use of the CCWS Data for whatever reason and shall not be liable for any lost profits or other economic loss; and

8.2 You agree to indemnify, hold harmless and defend the Survey Administrator, its members, officers, employees, contractors, subcontractors, students and agents against any and all third party claims, suits, proceedings, costs, or expenses resulting from any negligence or from any injury (including death), damage, or loss or the alleged infringement of any copyright, patent, trademark, trade secret or other intellectual property or proprietary right arising out of You or Your Institution use of the CCWS Data or any products or services derived therefrom.

This Agreement is hereby signed by the duly authorized signatories with the power to bind the Parties. This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A counterpart signed by a Party hereto and transmitted by facsimile or scanned into Portable Document Format (PDF) and transmitted by e-mail shall have the same effect as a counterpart originally signed by such Party.

**SIGNATURE**

**Approved User:**

Name	
Position	
Signature	
Date	

**Approved Institution:**

Name	
Position	
Signature	
Date	

**Survey Administrator:**

Name	
Position	
Signature	
Date	

Please e-mail a PDF of the signed *Data Access Agreement* to [survey@ccws-becc.ca](mailto:survey@ccws-becc.ca)