

An Agreement Respecting a Research Project Data Set Comprised of Information provided by Manitoba Health, Seniors and Active Living to <Organization> for use by Insert Researcher Name for Insert Project Title (HIPC#20/20**-**) (the ‘Agreement’).**

THIS AGREEMENT made as of the _____ day of _____, 20__

BETWEEN:

THE MANITOBA GOVERNMENT
as represented by the
Minister of Health, Seniors and Active Living
(called “Manitoba”)

- and -

THE
<ORGANIZATION>
(called the “Organization”)

For the research project entitled: Insert title (HIPC#20/20**-*)**

WHEREAS:

- A. This constitutes an agreement of the conditions under which anonymized electronic data from Manitoba will be disclosed by Manitoba to the Organization for use by the Principal Investigator in accordance with the provisions stated in *The Personal Health Information Act* of Manitoba and all other applicable Canadian Federal and Manitoban legislative Acts governing the use of such data.
- B. Name of principal investigator, position at <Organization> (hereinafter referred to as the “Principal Investigator”) has certain expertise in area of research.
- C. The Principal Investigator has requested access to information owned by Manitoba. The Principal Investigator needs to access this information to conduct the Research Project.
- D. This Agreement shall apply to the Research Project Data Set disclosed by Manitoba to the Organization for the Research Project to be conducted within the premises of the Organization set out in section 3.02(a).
- E. The Principal Investigator has obtained ethics approval for the Research Project from the Organization’s Research Ethics Committee or such other Research Ethics Committee approved by The Health Information Privacy Committee (HIPC).
- F. HIPC has approved the Principal Investigator’s access to the information for the Research Project described in subsection 2.02 of this Agreement, in accordance with the provisions of section 24 of *The*

Personal Health Information Act of Manitoba (the “Act”), subject to the Organization entering into a research agreement with Manitoba.

MANITOBA AND THE ORGANIZATION AGREE AS FOLLOWS:

SECTION 1.00 – DEFINITIONS AND INTERPRETATION

1.01 In this Agreement:

- (a) “Aggregate Level Data” means information not at the level of an individual person. It may include summary statistics or categorical descriptors. Aggregate Level Data does not include identifying information or potentially identifying information;
- (b) “De-identified Individual Level Information” means information about an individual that has been modified or from which identifying or potentially identifying information has been removed in a way that minimizes the likelihood that an individual’s identity can be determined by any reasonably foreseeable method. Methods of de-identifying information can include scrambling or encrypting identifying or potentially identifying information;
- (c) “Health Information Privacy Committee” or “HIPC” means the Health Information Privacy Committee established under subsection 59(1) of the Act;
- (d) “Personal Health Information” has the meaning given to this term in the Act and includes any information about an individual’s health or health care history, provision of health care to the individual or payment for health care provided to the individual which, alone or in combination with other information, could potentially identify an individual and for the purposes of this Agreement includes Personal Information;
- (e) “Personal Information” has the meaning given to this term in *The Freedom of Information and Protection of Privacy Act* of Manitoba, and includes any information about an identifiable individual which, alone or in combination with other information, could potentially identify an individual. As Personal Information in the context of the Research Project is associated with Personal Health Information, for the purposes of this Agreement, Personal Information is deemed to be Personal Health Information;
- (f) “Principal Investigator” means **Insert name**, **Insert position** at **<Organization>**;
- (g) “Research Project” means **Insert title of study as per HIPC submission** (HIPC#**20**/20**–****);
- (h) “Research Project Data Set” means the individual level data provided by Manitoba Health, Seniors and Active Living for the Research Project including any information which may inadvertently be identifying or potentially identifying, as detailed in Schedules “A” or “B”;
- (i) “Research Team Members” means the Principal Investigator, co-investigators and data analysts listed in the HIPC application attached in Schedule “A”;
- (j) “Schedules” - the following schedules are incorporated into and form part of this Agreement:

- (i) Schedule “A” – HIPC Submission(s)
 - (ii) Schedule “B” – Final Approval Letter(s)
 - (iii) Schedule “C” – Procedures Regarding Data Security and Confidentiality for the Research Project
 - (iv) Schedule “D” – *The Personal Health Information Act* and the Personal Health Information Regulation 245/97
 - (v) Schedule “E” – Certification of Destruction of Information.
- 1.02 If in this Agreement an obligation is imposed on the Principal Investigator or the Research Team Members, the obligation is deemed to be an obligation of the Organization.
- 1.03 Manitoba represents that each trustee whose information forms a part of the Research Project Data Set has approved the Research Project.

SECTION 2.00 - RESEARCH PROJECT

- 2.01 The requirements and obligations in this Agreement respecting the Research Project Data Set apply to any and all information received by the Organization from Manitoba for the Research Project in whatever manner, form or medium.
- 2.02 The Principal Investigator will have access to the Research Project Data Set for the Research Project described in the HIPC submission. The complete HIPC Submission is attached hereto as Schedule “A” and the Final Approval Letter(s) are attached as Schedule “B”.
- 2.03 The Organization acknowledges that much of the information to be received is information about the health of individuals and would, if it was not de-identified, constitute Personal Health Information. The Organization acknowledges the sensitivity of Personal Health Information and the necessity for this Agreement and the approval of HIPC in order to conduct the Research Project.
- 2.04 The Organization agrees to deal with and protect the Research Project Data Set which it receives as if it were Personal Health Information falling under the Act.
- 2.05 Manitoba makes no warranty or representation with respect to the Personal Health Information provided by Manitoba, with respect to its accuracy, completeness or currency.
- 2.06 The Organization represents that the Research Project described in Schedule “A” complies with the current policies and procedures regarding data security, attached as Schedule “C”.
- 2.07 The Organization represents and acknowledges that any restriction or obligation regarding the Research Project Data Set applies to the Research Project Data Set in whole and in part.
- 2.08 Subject to subsection 11.01 and 11.02 (early termination) and subsection 17.01 (survival of terms) this Agreement is in force from Current date will be inserted until Four years from current date.
- 2.09 Manitoba has the option to extend the term of this Agreement for an additional term of two years.

SECTION 3.00 - ACCESS TO INFORMATION BY THE ORGANIZATION

- 3.01 The Research Project Data Set is the minimum amount of information necessary to conduct the Research Project. Manitoba will permit the Principal Investigator and the Research Team Members access only to the Research Project Data Set.
- 3.02 Subject to the terms and conditions of this Agreement, the Principal Investigator may access the Research Project Data Set described in Schedule “A” in the following form and manner only:
- (a) access the Research Project Data Set through a computer terminal within the Organization’s premises located at the **insert room number, floor number, street address, city, and province**; and
 - (b) access with a unique user ID and a password that will permit access to the Research Project Data Set.
- 3.03 The Organization agrees and acknowledges that Manitoba owns all title to and rights and interest in the Research Project Data Set including copyright, intellectual property and other proprietary rights.
- 3.04 The Organization primarily acting through the Principal Investigator is responsible for ensuring that the Research Team Members comply with all obligations, requirements and restrictions in this Agreement.
- 3.05 The actions of the Research Team Members, whether authorized by the Organization through the Principal Investigator or not, can result in a breach of this Agreement by the Organization.

SECTION 4.00 - USE OF INFORMATION BY THE PRINCIPAL INVESTIGATOR

- 4.01 The Principal Investigator may analyze and manipulate the Research Project Data Set referenced in subsection 3.01 for the purpose of carrying out the Research Project and may produce Aggregate Level Data that may be printed, placed on a disc or otherwise transmitted outside the Organization’s premises, in accordance with any policies the Organization has in place regarding Personal Health Information.
- 4.02 Research Team Members may take steps authorized by the Organization through the Principal Investigator under subsection 4.01 for the purpose of the Research Project in accordance with this Agreement, including steps regarding publication or presentation of Aggregate Level Data, subject to compliance with section 12.00.

SECTION 5.00 – REPRESENTATIONS OF THE ORGANIZATION REGARDING THE RESEARCH PROJECT DATA SET

- 5.01 The Organization agrees to comply with the obligations and responsibilities of “trustees” under the Act and the Personal Health Information Regulation 245/97 (the “Regulation”). The Organization and the Principal Investigator acknowledge they do not have the rights or powers of a trustee under the Act and Regulation. The Act and Regulation are attached as Schedule “D”. Any breach of the Act or Regulation is a breach of this Agreement.
- 5.02 The Organization represents and warrants that:

- (a) the Organization will ensure the Principal Investigator, as the person with the greatest access to and control over the Research Project Data Set, fulfills the Organization's responsibilities and obligations as trustee of Personal Health Information under the Act and Regulation, and its responsibilities and obligations under this Agreement; and
 - (b) without limiting clause (a), the Organization will ensure that such administrative, technical and physical safeguards and policies as are necessary to ensure the confidentiality and security of the Research Project Data Set which it receives, and to protect the Research Project Data Set against such risks as unauthorized linkage, use, access, disclosure, alteration, retention and destruction are available to and are implemented by the Principal Investigator.
- 5.03 The Organization represents and warrants that the Principal Investigator will comply with such additional (to those attached as Schedule C) Organizational procedures, safeguards, policies and measures to keep the Research Project Data Set secure and confidential, if and when they are established by the Organization.
- 5.04 The Organization represents and warrants that its policies, procedures, safeguards and measures are consistent with and incorporate the requirements of the Act, the Regulation, and this Agreement.
- 5.05 The Organization represents and warrants that:
 - (a) the Organization shall keep the Research Project Data Set secure and in strict confidence;
 - (b) the Principal Investigator shall comply with any safeguards, procedures, measures, and policies of the Organization under subsections 2.06 and 5.03;
 - (c) the Research Project Data Set shall be accessed and used only in accordance with the provisions of this Agreement;
 - (d) the Research Project Data Set shall be accessed and used only by the Principal Investigator and the Research Team;
 - (e) the Research Project Data Set will be accessed and used solely for the Research Project as described in subsection 2.02 of this Agreement and for no other purpose (including other research); and
 - (f) upon the earliest of termination or expiration of this Agreement and completion of the Research Project, the Research Project Data Set will be destroyed in accordance with subsection 16.00 unless sooner directed by Manitoba to return it.
- 5.06 In addition to complying with the requirements and obligations in this Agreement, the Organization and the Principal Investigator will comply with any additional, reasonable requirements or directions established or given by Manitoba from time to time to safeguard or ensure the confidentiality of Research Project Data Set or to protect the privacy of individuals the information is about.

SECTION 6.00 - OBLIGATIONS REGARDING RESEARCH TEAM MEMBERS

- 6.01 The Organization represents and warrants that:

- (a) use of and access to the Research Project Data Set will be limited to the Research Team Members:
 - (i) who are designated by the Principal Investigator, in writing, as being authorized to use and have access to the information,
 - (ii) whose designation as a Research Team Member has been disclosed in accordance with subsection 1.01(i),
 - (iii) with the restrictions imposed on the Organization in this Agreement, including without limitation, in subsection 3.02(a) and (b),
 - (iv) who have signed the Pledge of Confidentiality required under the Regulation; and
 - (b) as required by the Regulation, the Organization will have the Principal Investigator determine , for each member of the Research Team, the information that member is authorized to access; and
 - (c) the Organization will have the Principal Investigator limit every access to or use of the Research Project Data Set by any given Research Team Member to the minimum amount necessary to carry out their role in the Research Project.
- 6.02 The Organization will have the Principal Investigator ensure that all Research Team Members who have, or may have access to the Research Project Data Set:
- (a) treat the Research Project Data Set as strictly confidential;
 - (b) do not access or use the Research Project Data Set except as required for the Research Project;
 - (c) do not disclose the Research Project Data Set;
 - (d) do not remove the Research Project Data Set (including Aggregate Level Data derived from the Research Project Data Set) in any form or medium, from the Organization's premises except in accordance with subsection 4.02;
 - (e) cannot make a copy of the Research Project Data Set, in any form or medium except for purposes of standard computer back-up procedures;
 - (f) do not use any information to contact, directly or indirectly, any individual the information is about for any purpose; and
 - (g) do not link or match the Research Project Data Set with other third party information except to the extent necessary to carry out the Research Project.
- 6.03 The Organization will have the Principal Investigator ensure that all Research Team Members who have, or may have, access to Research Project Data Set:
- (a) are aware of, and comply with:
 - (i) the requirements, obligations and procedures respecting collection, use, protection, retention, disclosure, alteration and destruction of, and access to, Personal Health

Information and Personal Information in the Act, the Regulation, and *The Freedom of Information and Protection of Privacy Act*,

- (ii) the requirements and obligations in this Agreement,
 - (iii) the security policies, procedures, safeguards and measures of the Organization, and
 - (iv) any additional reasonable requirements or directions established or given by Manitoba to safeguard or ensure the confidentiality of Research Project Data Set or to protect the privacy of individuals the information is about; and
- (b) are aware of the consequences of breaching:
- (i) the requirements and obligations in the Act, the Regulation or *The Freedom of Information and Protection of Privacy Act*,
 - (ii) the requirements and obligations in this Agreement, or
 - (iii) the Organization's security policies, procedures, safeguards and measures.

SECTION 7.00 - OBLIGATIONS AND RESTRICTIONS REGARDING THE RESEARCH PROJECT DATA SET

7.01 Nothing in this section limits the Organization's representations set out in section 5.00.

7.02 The Organization shall:

- (a) ensure the confidentiality and security of the Research Project Data Set received for the purpose of the Research Project, and the privacy of individuals the information is about where identifiable; and
- (b) protect the Research Project Data Set from all risks of unauthorized use, access, linking or matching, disclosure, alteration, retention or destruction.

7.03 The Organization shall ensure that no personally identifiable or potentially personally identifiable information from the Research Project Data Set will be used, disclosed, published or made available in any manner, form or medium (including, without limitation, in any research results, research paper or publication respecting the Research Project and in any related presentation).

7.04 The Organization shall not:

- (a) subject to section 6.02 (e) make copies or reproductions of the Research Project Data Set, in any manner, form or medium;
- (b) use the Research Project Data Set to develop, establish, expand, modify or maintain a database or other collection of information in machine-readable form;
- (c) disclose (including without limitation, give, sell or exchange for any goods, service or benefit) the Research Project Data Set; or

- (d) directly or indirectly grant access to the Research Project Data Set to anyone except to Research Team Members under the terms of this Agreement and to Manitoba for the purposes of section 10 (inspections etc.);

and shall not permit any of these activities to take place.

7.05 The Organization shall ensure that:

- (a) the Research Project Data Set is retained in a de-identified form;
- (b) the Research Project Data Set is not linked or matched with other information so that individuals can be identified;
- (c) the Research Project Data Set is not retained any longer than is necessary to complete the Research Project and as required for academic publication and/or presentation in accordance with section 12.00.

7.06 Without limiting subsection 7.05:

- (a) where the Research Project Data Set is in paper form, on diskette or other removable media, the Organization will have the Principal Investigator ensure that:
 - (i) the paper records, diskettes and removable media used to record the Research Project Data Set are kept in a physically secure area and are subject to appropriate safeguards,
 - (ii) the Research Project Data Set is accessible only to those Research Team Members who need to access the Research Project Data Set to carry out the Research Project, and
 - (iii) the paper records, diskettes and removable media used to record the Research Project Data Set are stored securely when not in use;
- (b) where Research Project Data Set are stored in electronic format, the Organization shall:
 - (i) ensure that the computer system or computer network on which the Research Project Data Set are stored is secure and is accessible only to the Research Team Members who need access to the Research Project Data Set to carry out the Research Project,
 - (ii) ensure that the Research Project Data Set is protected by a series of passwords to prevent unauthorized access, and
 - (iii) limit access to and use of these passwords to those Research Team Members who need to access the Research Project Data Set to carry out the Research Project.

SECTIONS 8.00 - NON- DISCLOSURE OF RESEARCH PROJECT DATA SET

8.01 The Organization represents and warrants that it will keep the Research Project Data Set strictly confidential and will not disclose it, and will ensure that no one gives access to or discloses it except to Manitoba or its representatives and its officers, employees, agents and representatives, for the purposes of this Agreement, including for the purpose of carrying out audits, inspections,

investigations and reviews and monitoring compliance with this Agreement, or where required to be disclosed by law.

SECTION 9.00 - NOTICE TO MANITOBA UPON BREACH OR OTHER EVENTS

9.01 The Organization shall immediately upon becoming aware of any of the following, notify Manitoba in writing of:

- (a) any use of, access to or disclosure of the Research Project Data Set not authorized by this Agreement; and
- (b) any breach of any term or condition of this Agreement

with full details of the unauthorized use, access or disclosure or of the breach. The Organization shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access or disclosure of the Research Project Data Set, or to remedy the breach, and shall notify Manitoba in writing of the steps taken.

SECTION 10.00 - INSPECTIONS, REVIEWS, AUDITS AND INVESTIGATIONS

10.01 Manitoba and its representatives may carry out such inspections, reviews, audits or investigations respecting the use and handling of the Research Project Data Set by the Organization as Manitoba considers necessary to ensure that the Organization is complying with the terms and conditions of this Agreement and that the Research Project Data Set is adequately protected. The Organization shall cooperate fully in any such inspections, reviews, audits or investigation, including taking steps to ensure that other confidentiality or security obligations the Organization might have are satisfied without compromising the effectiveness of the audit in the opinion of Manitoba. Manitoba and the Organization will equally share the reasonable cost of any such inspections, reviews, audits or investigations, including the cost of a third party Manitoba hires to carry out the inspection review, audit or investigation on its behalf. An inspection, review, audit or investigation under section 10.01 may only be carried out once each year this Agreement is in force, unless deficiencies are identified.

10.02 Manitoba may request the Organization to conduct, at its own expense, an internal review of its policies and practices as they apply to the Research Project Data Set or of the Principal Investigator's handling of the Research Project Data Set. The Organization will provide the review to Manitoba immediately upon completion.

10.03 If any inspection, review, audit or investigation under section 10.00 identifies deficiencies in the information practices of the Organization, the Organization shall take steps, at its own cost, to correct the deficiencies immediately to the satisfaction of Manitoba.

SECTION 11.00- TERMINATION FOR BREACH

11.01 Where Manitoba, after consultation with the Organization:

- (a) is of the opinion that the Organization has used, permitted access to or disclosed the Research Project Data Set in a manner which is not authorized under this Agreement;

- (b) is of the opinion that the Organization has not adequately protected the Research Project Data Set from risks such as unauthorized use, access or disclosure;
- (c) is of the opinion that the Organization has failed to comply with any of its obligations or undertakings under this Agreement; or
- (d) reasonably believes the Organization is about to breach clause (a) or (c)

Manitoba may terminate this Agreement under section 15.02 at any time by providing notice in writing, effective immediately or as of the date set out in the notice.

11.02 On termination of this Agreement under subsections 15.01 or 15.02, the Organization shall:

- (a) immediately refrain from any further use of, access to, disclosure of and activities and transactions involving the Research Project Data Set and
- (b) return the Research Project Data Set by bonded courier; or
- (c) destroy the Research Project Data Set in accordance with section 16.00.

11.03 In addition to its rights under subsection 11.01 of this Agreement or any other rights Manitoba may have under this Agreement otherwise, where Manitoba, is of the opinion that the Organization has used, permitted access to or disclosed the Research Project Data Set in a manner which is not authorized under this Agreement, or Manitoba reasonably believes the Organization is about to do so, Manitoba may report these activities to any one or more of the following for appropriate action:

- (a) the Organization
- (b) HIPC;
- (c) the Ombudsman
- (d) the institutional research review committee which approved the Research Project;
- (e) any professional association or disciplinary or other body with jurisdiction to discipline, supervise or regulate the Principal Investigator;
- (f) the institution from which funds were provided to conduct the Research Project.

SECTION 12.00 - USE OF AGGREGATE LEVEL DATA FOR PUBLICATION

12.01 Subject to subsections 12.02, 12.03 and 12.04, the Principal Investigator may use Aggregate Level Data, acquired, developed or discovered by the Principal Investigator upon the completion of the approved Research Project as follows:

- (a) for publication in learned journals or other media;
- (b) for oral presentation or the distribution of printed materials at educational or professional conferences or seminars; and

- (c) for reporting purposes, in order to comply with a project agreement between the Organization and the sponsor of the Research Project.
- 12.02 No publication or use of the Aggregate Level Data may disclose any Personal Information or Personal Health Information respecting a third party in a way that could reasonably be expected to identify the third party, without the consent of that third party.
- 12.03 Regarding publication or presentations or reports under a project agreement based on the Research Project Data Set, the Principal Investigator shall provide to Manitoba an electronic copy of:
- (a) the intended publication at least thirty (30) calendar days prior to every intended publication in learned journals;
 - (b) the presentation material or any poster at least ten (10) calendar days prior to any oral presentation where such presentation material will be physically released or distributed, or posted on a website or the use of any poster.
- 12.04 In the case of publications in learned journals or project reporting requirements as described in subsections 12.01(a) and (c) respectively, Manitoba will review the same for confidentiality and proper representation of Manitoba and the Research Project Data Set in accordance with the terms of this Agreement and will advise the Principal Investigator of any required changes within two (2) weeks of receipt, failing which it shall be deemed that no changes are requested. Manitoba has no right of censorship of the research content including any research findings or recommendations.
- 12.05 In the case of poster or oral presentations as described in subsection 12.03(b) Manitoba will review the same for confidentiality and proper representation of Manitoba and Research Project Data Set and advise the Principal Investigator of any requested changes within three (3) working days of receipt, failing which it shall be deemed that no changes are requested. Manitoba has no right of censorship of the research content including any research findings or recommendations.
- 12.06 The Principal Investigator will acknowledge Manitoba in any report or paper that is based upon the Research Project Data Set and it shall be stated in such publication that the results and conclusions are those of the authors and no official endorsement by Manitoba is intended or should be inferred.

SECTION 13.00 - RECORDS OF ACCESS, USE AND DISCLOSURE

- 13.01 While this Agreement is in effect, the Organization will maintain the following records:
- (a) copies of all Pledges of Confidentiality required under the Regulation;
 - (b) copies of all designations of Research Team members and of all determinations respecting the Research Project Data Set to which Research Team members have access, required under subsection 6.01 (a) and (b) of this Agreement;
 - (c) records of the Organization's policies, security safeguards, measures and procedures respecting the Research Project Data Set; and

- (d) records of all security breaches and corrective procedures put in place, as required under section 9.01 of this Agreement.

SECTION 14.00- INDEMNIFICATION AND INSURANCE

14.01 The Organization will use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

14.02 The Organization will be solely responsible for and will save harmless and indemnify Manitoba, Manitoba Health, Seniors and Active Living and their ministers, officers, employees and agents, from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to property, economic loss or incidental or consequential damages or infringement of rights (including, without limitation, privacy rights but excluding intellectual property infringement) caused by, or arising directly or indirectly from:

- (a) any unauthorized use of, access to or linking, matching, disclosure, alteration or destruction of Research Project Data Set, whether or not the individual responsible was acting within the scope of his or her employment, agency or other relationship with the Organization; or
- (b) the breach of any term or condition of this Agreement by the Organization, the Principal Investigator, Research Team Members or its officers, employees, students, agents, contractors; or
- (c) any wilful misconduct or negligent act or omission of the Organization, the Principal Investigator, Research Team members or of its officers, employees, students, agents or contractors.

14.03 The Organization agrees at its own cost to obtain and maintain, throughout the term of the Agreement, commercial general liability insurance covering claims that may result from any negligent acts or omissions of the Organization or its officers, employees or agents, including the Principal Investigator and the Research Team Members. Such insurance shall provide coverage of not less than five million dollars (\$5,000,000.) per occurrence.

14.04 Without limiting or restricting the generality of subsection 14.03 above, such insurance shall name Manitoba as an additional insured under the Agreement.

14.05 The Organization shall, upon request, provide a certificate of insurance to Manitoba for the coverages specified prior to commencing work on the Research Project. The certificate shall provide for a minimum of 30 days written notice to Manitoba in case of policy cancellation.

SECTION 15.00 - EXPIRATION OR TERMINATION

15.01 Either party may, at any time without cause, terminate this Agreement by providing 30 days written notice to the other.

15.02 Manitoba may terminate this Agreement if the Organization breaches a term or condition of this Agreement, by providing written notice of termination to the Organization.

SECTION 16.00 – DESTRUCTION OR RETURN OF INFORMATION

- 16.01 After the earliest of the time any Research Project Data Set is no longer required for the Research Project, or the expiration or termination of this Agreement, the Organization shall destroy the Research Project Data Set in a manner which adequately protects their confidentiality.
- 16.02 When the Organization destroys any Research Project Data Set under subsection 16.01, it shall keep records and advise Manitoba in writing, using the Certification of Destruction of Information (Schedule “E”):
- (a) who destroyed any Research Project Data Set;
 - (b) the date and location any Research Project Data Set was destroyed; and
 - (c) the method used to destroy any Research Project Data Set.
- 16.03 Prior to the destruction required under subsection 16.01, where the Principal Investigator foresees the Research Project Data Set may be necessary for future research plans, the Organization may request in writing to return the Research Project Data Set to Manitoba rather than destroy it and request it be held until the planned research is approved or not approved.

SECTION 17.00 - SURVIVAL OF TERMS

- 17.01 Sections containing obligations which by their nature are intended to survive the termination or expiration of this Agreement survive, including (without limitation) , sections 2.04, 2.05, 3.03, 5.01, 11.02, 11.03, 12.00, 14.01, 14.02, 16.01, 16.02, 16.03, 17.00, 18.00 and 19.00.

SECTION 18.00 - GENERAL PROVISIONS

- 18.01 Nothing in this Agreement:
- (a) makes the Organization or Principal Investigator an agent of, or partner with, Manitoba; or
 - (b) authorizes the Organization or the Principal Investigator to contract for, or incur any obligation on behalf of, Manitoba.
- 18.02 The Organization will not assign or transfer this Agreement or any of the rights or obligations under this Agreement.
- 18.03 The Organization will not enter into any contract, sub-contract or arrangement with a third party respecting any of its obligations or responsibilities under this Agreement without the prior written approval of Manitoba.
- 18.04 The parties acknowledge that from time to time the Principal Investigator may submit proposed revisions to the HIPC Submission to HIPC for approval. The parties agree that Schedule “A” and Schedule “B” to this Agreement are deemed to be amended and to incorporate the proposed revision and HIPC’s written approval of the revision where copies of same have been provided to Manitoba by the Organization in person, by mail or courier, or by email as follows:

To Manitoba:

Manitoba Health, Seniors and Active Living
Information Management and Analytics
Room 4043 – 300 Carlton Street
Winnipeg, MB R3B 3M9
Facsimile: 204-944-1911
Attention: HIPC Coordinator
Email: HIPC@gov.mb.ca

- 18.05 If any provision of this Agreement is invalid for any reason, it shall be considered separate and severable from this Agreement. The other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 18.06 Any waiver by Manitoba of any failure, default or breach by the Organization under this Agreement is only effective if given in writing by an authorized person and does not constitute a subsequent waiver of a similar failure, default or breach or a waiver of any other failure, default or breach.
- 18.07 This document and the Schedules contain the entire agreement between the parties, and supersede all prior agreements, arrangements and understandings between them.
- 18.08 Time is of the essence of this Agreement.
- 18.09 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba.
- 18.10 If a dispute arises the Manitoba Ombudsman and Manitoba Courts will be the forum for dispute resolution, unless the Parties agree in writing otherwise, or the Manitoba institutions decline jurisdiction. <Note: this section is only required for out-of-province researchers. For Manitoba-based researchers it can be removed.>

SECTION 19.00 – LAWS OF PROVINCE OF MANITOBA AND GOVERNMENT OF CANADA

- 19.01 This Agreement is subject to any restrictions or limitation in, or provisions of, any statute, regulation or other legislation enacted or amended by the Province of Manitoba or the Government of Canada and in effect from time to time which may affect any term or provision of this Agreement.

SECTION 20.00 - NOTICES

- 20.01 Any notice or other communication given or required under this Agreement, except notices or communications to be provided under sub-section 18.04, shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission, as follows:

To Manitoba:
Manitoba Health, Seniors and Active Living

To the Organization:
Insert Name and address

Information Management and Analytics
Rm 4036 – 300 Carlton Street
Winnipeg, Manitoba R3B 3M9
Attention: Executive Director

To the Principal Investigator:

Insert Name and address

20.02 Any notice given in accordance with subsection 20.01 of this Agreement shall be deemed to have been received by the addressee:

- (a) on the day delivered, if delivered personally;
- (b) on the third business day after the date of mailing, if sent by prepaid registered mail; or
- (c) on the date of the transmission shown on the sender's confirmation of transmission notice, if sent by facsimile transmission.

If mail service is disrupted by labour controversy, notice shall be delivered personally or by facsimile transmission.

This Agreement has been executed on behalf of Manitoba and by the Organization and understood by the Principal Investigator on the dates noted below.

SIGNED IN THE PRESENCE OF:

FOR MANITOBA

Witness

Executive Director, Information Management and Analytics

DATE: _____

FOR THE ORGANIZATION

Witness

Insert Name & Title

DATE: _____

**Read and Understood:
PRINCIPAL INVESTIGATOR**

Witness

Insert Name

DATE: _____