



RESEARCH AGREEMENT

between

Simon Fraser University (the University)

and a

Researcher

Purpose of the Research Agreement

This form is used to request access to and authorizes disclosure of university or private records for research or statistical purposes. The records may contain personal information that serves to identify an individual, and to which exceptions apply under the Freedom of Information and Protection of Privacy Act, Personal Information Protection Act, or access restrictions as stipulated in a deed of gift, donation agreement, or Archives' policy. This agreement is a legally binding contract between the researcher and Simon Fraser University once the researcher signs this form and the University approves the terms and conditions of access. For definitions of terms, see Schedule 1.

Collection Notice

The information on this form is collected under the authority of the University Act, RSBC 1996, c.468. It is related directly to and needed by the University to provide you access to records containing third party personal information. The information will be used to make a decision about your application and if approved to ensure your compliance with the terms and conditions of the Research Agreement. If you have any questions about the collection and use of this information please contact the University Archivist; see Part D of this form for contact information for the University Archivist.

Archives use only

Name of Researcher		Approved date
Research Agreement #		Expiry date
FOI Access Request #		Product date
Type of records	<input type="checkbox"/> Public records	<input type="checkbox"/> Private records
	<input type="checkbox"/> Unprocessed	<input type="checkbox"/> Processed
Applicable statute, agreement or policy	<input type="checkbox"/> FIPPA	<input type="checkbox"/> PIPA
	<input type="checkbox"/> Donor agreement	<input type="checkbox"/> Policy

PART A – Identification of Researcher

Please type or print

Full legal name _____

***Street address** _____

***City / town** _____ ***Province** _____

***Country** _____ ***Postal code** _____

***Tel. home** _____ ***Tel. work** _____ ***Tel. mobile** _____

***Email** _____

Status **Faculty** **Graduate student** **Undergraduate**
 Staff **Other:** _____

If researcher is an employee of a university or other institution

Institution _____

Department _____

Position title _____

If researcher is a student

Institution _____

Department _____

Name of instructor or academic advisor _____

Instructor / advisor's telephone # _____

** It is the applicant's responsibility to notify SFU Archives of any change in contact information during the duration of this agreement. For timelines see Sections 18, 21 and 22.*

Answer the following questions on a separate page and attach it to this form.

1. Provide an overview and general description of your research project, including (a) research purpose, (b) proposed methods of analysis, and (c) anticipated research products.
2. Explain why your research requires access to records that include personal information. Personal information is recorded information about an identifiable individual, other than business contact information, including but not limited to:
 - names, home addresses and telephone numbers;
 - age;
 - sex;
 - marital or family status;
 - identifying number;
 - race, national or ethnic origin;
 - colour;
 - religious or political beliefs or associations;
 - educational history;
 - medical history;
 - disabilities;
 - blood type;
 - employment history;
 - financial history;
 - criminal history;
 - images;
 - anyone else's opinions about an individual;
 - an individual's personal views or opinions; and,
 - name, address and phone number of parent, guardian, spouse or next of kin.
3. Explain how you will use personal information contained in the records and how you will anonymize it when linking data to personal information found in other sources or repositories, and when presenting the results of your research in any reports, papers, presentations, theses or any other work.
4. Has your research project received approval from the appropriate university ethical review committee?
 - If yes, please provide the proof of such approval (attached a copy of the approval).
 - If this is not applicable, outline the benefits to be derived from your research project.

Attach the following additional information:

5. List the records to which you are requesting access under this Research Agreement; attach separately or use Schedule 2 of this form.
6. Attach your curriculum vitae, including education and research experience.
7. Provide three references who may be contacted; attach separately or use the following page. For each reference, indicate nature of the relationship (e.g. supervisor), institution and departmental affiliation, position title, mailing address, email address, and telephone number.

Reference 1

Name

Relationship

Institution

Department

Position title

Mailing address

Email address

Telephone

Reference 2

Name

Relationship

Institution

Department

Position title

Mailing address

Email address

Telephone

Reference 3

Name

Relationship

Institution

Department

Position title

Mailing address

Email address

Telephone

PART C – Agreement on terms and conditions of access

If I (the Researcher) am granted access to the records listed in Schedule 2, I understand and agree to the following terms and conditions.

Access to and security of personal information

1. I understand that I am responsible for maintaining the security and confidentiality of all personal information found in or taken from these records.
2. Apart from me, only the following persons (supervisors or project members) will have access to this personal information in a form which identifies or could be used to identify the individual(s) to whom it relates:

Before any personal information is disclosed to these persons, I will obtain a written undertaking from each of them that they will not disclose that information to any other person and that they will be bound by all terms and conditions of the present agreement. I will maintain the original of each such undertaking and will provide the University with a copy.

3. I will not leave unattended at any time any of these records (including notes containing personal information taken from them), except under the conditions described in paragraphs 4, 5, and 6 below. If I am using these records on the premises of the University, I will comply with the University's security procedures.
4. I will keep any notes, data-coding sheets or other forms of recording that contain personal information taken from the records in a secure manner at the following address.

Researcher's address given in Part A above.

Other address:

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5. I will maintain physical security at the above premises by ensuring that the premises are securely locked, except when one or more of the individuals named in paragraph 2 are present, and that the records will be stored in a locked cabinet, when not in active use.
 6. Physical security of mobile devices: I will ensure that any mobile digital device on which I store personal information taken from the records is physically secured at all times. If it is lost or stolen, I will notify the police and the SFU Archives as soon as possible after realizing the device is missing.
 7. Data security of storage devices: I will ensure that access to any digital storage device on which I store personal information taken from the records is secured with a strong password, which must be required on start-up and exit from sleep or screen saver mode. Numeric passcodes are acceptable for securing smartphones, although stronger passwords should be used where possible.

8. Data security of files on storage devices: I will encrypt and protect using a strong password the entire digital disk image, folders or files in which I store personal information taken from the records.
9. Network security: I will not maintain individually identifiable information from the requested records on a computer file system to which users other than those listed in paragraph 2 have access. If the computer is on a network, it will be protected using a strong password to ensure that no one could access it from the network except authorized project members. Each project member will have an individual and unique password. The researchers will ensure the computer systems are equipped with audit trails to help identify who has accessed the data.

Use and disclosure of personal information

10. I will not use or disclose personal information contained in the records described in Schedule 2 of this form for any purpose other than as described in Part B nor any subsequent purpose without the express written permission of the University.

An example is the reuse of personal information in a way not originally envisioned in your current research project as described in Part B. This includes re-using personal information in a follow-up research project that grows out of your current one. If you have further questions, please speak to an archivist.

11. I will not undertake any data linking that is harmful to the individuals that information is about. I will not do any data linking other than that specified in the description of the research project.
12. I will not write or prepare reports, papers, presentations, theses, or any other works which describe the results of the research undertaken in such a way that individuals in the requested records can be identified. This includes combining personal information found in the requested records with personal information that is publicly available from other sources that could serve to identify individuals. There will be no exceptions to this rule without prior written permission from the University.

The researcher should bear in mind that it is frequently possible to identify an individual by a combination of characteristics or variables, even if that person is not named. For example, many people might well know who is being discussed if mention is made of a tall female gas station attendant in Prince Rupert who is 35 years old and born in Kelowna, B.C. Therefore, anonymization may require more than simply removing names.

As another example, an employee's action causes public controversy and there are accounts in the newspapers. A researcher finds detailed evaluations of the employee's work performance in a case file. In publishing the research, the case is described but the employee's identity is concealed. Nevertheless, it is possible to combine the description of the case with the published accounts in the newspapers to link the new details to the individual employee and thereby render him or her identifiable.

In both these cases, the researcher is responsible for taking whatever measures are necessary to protect individual privacy.

13. Any case file numbers or other unique, individual identifiers to be recorded on a computer will be created by myself or one of the persons listed in paragraph 2 and will not relate to any real case numbers found in the records. Any such identifiers are to be used for statistical purposes only.
14. No case file numbers or other individual identifiers assigned for the purposes of the research project described in Part B will appear in any other work.
15. I will not transmit personal information which identifies or could be used to identify the individual(s) to whom it relates by means of any telecommunications /data device, including telephone, fax or email.

16. I will not use any personal information disclosed through the records for the purpose of contacting a person to participate in the research.
17. I will not disclose personal information contained in the records described in Schedule 2 to the individual(s) to whom it relates.

Removal or destruction of individual identifiers

18. I will remove or destroy individual identifiers associated with the records described in Schedule 2 in any copies I receive of the records or in my notes about them. I will do this at the earliest time at which removal or destruction can be accomplished consistent with the research purpose described in Part B. At the latest, this will occur by:

(year / month / day)

19. **I will file a statement with the University certifying that such removal or destruction has taken place within two weeks of this date.** The University must approve any extension to this time limit in writing.

I will remove individual identifiers in a manner that ensures that remaining personal information (including any found in research notes) cannot be used to identify the individual to whom it relates. If necessary, I will destroy copies of requested records or data in their entirety. All destruction or removal of individual identifiers will be confidential and complete in order to prevent access or reconstruction by any unauthorized persons.

The following methods of destruction are acceptable:

Paper records

Paper records, at a minimum, must be destroyed by “cross-cut” shredding. Other acceptable methods of destruction are incineration, hammer-mill shredding, or pulverizing.

Electronic records

Electronic records must be destroyed in such a way that the data is permanently deleted and there is no possibility to recover or reconstruct the data from the digital storage device.

Researchers should be aware that standard deletion on a computer does not erase the data, it merely frees up disk storage space so that it may eventually be overwritten; in the meantime the data is still recoverable. Secure delete means that the data is overwritten immediately so that it cannot be reconstructed.

Audit and inspection

20. The University reserves the right to carry out on-site audit visits and such other inspections or investigations that it deems necessary to ensure compliance with the conditions of this agreement.

21. The expiry date for access to the records listed in Schedule 2 is:

(year / month / day)

22. I will submit a copy of the product(s) of this research to the SFU Archives and Records Management Department by:

(year / month / day)

Researcher's signature

I understand that I am responsible for ensuring complete compliance with the terms and conditions of this agreement and as applicable, the B.C. *Freedom of Information and Protection of Privacy Act*, the B.C. *Personal Information Protection Act*, donor agreements and the University's policies and procedures relating to the confidentiality of personal information. In the event that I become aware of a breach of any of the conditions of this agreement, I will immediately notify the University in writing. Contravention of the terms and conditions of this agreement may lead to the withdrawal of research privileges. The University may also take legal action to prevent any further disclosure of the personal information concerned.

Signature of researcher

Date

PART D – Approval of terms and conditions of access

This research agreement applies to the records listed and described in Schedule 2. These records are in the custody and control of the University Archives. The University Archivist is the individual designated as the officer authorized to approve research agreements either by the University's Information Policy I10.02 or by donor agreement for records that are in the custody and control of the University Archives.

The University Archivist's contact information is:

University Archivist
Simon Fraser University Archives and Records Management Department
8888 University Drive
Burnaby, BC Canada
V5A 1S6
Telephone: 778.782.2292

University Archivist's signature

The terms and conditions of this agreement are hereby approved. The University reserves the right to demand the immediate return of all copies of records and to withdraw access to records without prior notice if this becomes necessary under an Act or under the terms of a Deed of Gift or Donation Agreement.

Signature of University Archivist

Date

SCHEDULE 1 – Definition of terms

Anonymize	<p>Present the results of research in such a way that individuals whose personal information is contained in the requested records cannot be identified, and no linkages can be made between any personal information found in the requested records and personal information that is publicly available from other sources.</p> <p>Under this research agreement you are required to anonymize the results of your research. See Part C, paragraphs 12 to 14.</p>
Contact information	<p>Information that enables an individual at a place of business to be contacted; includes name, position title, business telephone number, business address, business email or business fax number of the individual.</p>
Data linking	<p>Means the linking or combining of personal information in one source with personal information in one or more other sources. (see <i>FOIPP Act</i>, Schedule 1).</p> <p>Systematic comparison of sets of information, usually found in information banks or data banks; "information banks" include paper case files as well as electronic databases. (See <i>FOIPP Act Policy and Procedures Manual</i>: s. 35).</p> <p>Under the FOIPP Act (s. 35), data linking is permissible for research purposes if it is not harmful to the individual and the benefits to be derived from the research is clearly in the public interest. "Research purposes" in this context means study of sources to ascertain facts or verify theories with no intention of making decisions about the record subjects' rights or privileges.</p> <p>Under this research agreement you may access the records requested for purposes of data linking, but you must clearly describe this in Part B, and you must anonymize the results of your research in any research products. See Part C, paragraph 11.</p>
Disclose	<p>Reveal, show, expose, provide copies of, sell, give or tell (see <i>FOIPP Act Policy and Procedures Manual: Definitions</i>).</p> <p>You cannot disclose any personal information contained in the records to which you have been given access under the terms and conditions of this research agreement. See Part C, paragraphs 10 and 17.</p>
Individual identifier	<p>Information that would enable a third party to deduce the identity of the person concerned; examples include a person's name, Social Insurance Number, student number, employee number, address, date of birth (usually used in combination with other identifiers); see <i>FOIPP Act Policy and Procedures Manual</i>: s. 35.</p> <p>Under this research agreement you are required to destroy or remove all individual identifiers from any copies of the records requested and from your notes; you must provide a date by which this will be done by the latest. See Part C, paragraphs 18 and 19.</p>
Mobile digital device	<p>Includes laptop, notebook and netbook computers, iPads and other tablets, iPods, smart phones, USB drives, portable external hard drives and other mobile digital storage media such as CDs and DVDs.</p>

Personal information

Recorded information about an identifiable individual, other than business contact information, including but not limited to:

- names, home addresses and telephone numbers;
- age;
- sex;
- marital or family status;
- identifying number;
- race, national or ethnic origin;
- colour;
- religious or political beliefs or associations;
- educational history;
- medical history;
- disabilities;
- blood type;
- employment history;
- financial history;
- criminal history;
- images;
- anyone else's opinions about an individual;
- an individual's personal views or opinions; and,
- name, address and phone number of parent, guardian, spouse or next of kin.

Research product

Any work that presents the results of your research. Includes reports, presentations, websites, papers, articles, theses, books, graphics, audio recordings, and audio visual works.

You must describe your anticipated research products in Part B, paragraph 2.

Strong password

A password that consists of 8 or more characters and includes upper- and lowercase letters, numbers, and symbols.

Use

Employ information to accomplish a specific purpose.

You must describe your research purposes in Part B (paragraph 2) and how you will use personal information you may find in the records to accomplish those purposes (paragraph 4).

Under this research agreement you can access personal information, but you cannot use it in any research product in a way that will enable third parties to link the personal information to identifiable individuals.

SCHEDULE 2 – Records covered by this Agreement

List the records to which this research agreement applies. List the records at the file level and for each include the *File reference code, title* and *dates*. If you are requesting access to all files in a given series, it is sufficient to give the *Series reference code, title* and *dates* with the annotation "all files".

It is permissible to add files to the records covered by this agreement after it has been approved and signed. In this case, the additional files must be listed in a separate, dated Addendum.

The Archives will provide access to the following records under the terms and conditions of the research agreement.

Reference number	Title (dates)
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