

CONFIDENTIALITY AGREEMENT

BETWEEN:

_____ (The Researcher)

(Please print your name)

- and -

UNIVERSITY OF TORONTO

WHEREAS, as a result of the Researcher's request for information about or access to University of Toronto faculty, staff or students and a successful application to the relevant University of Toronto Research Ethics Board, the Researcher has access to Confidential Information (defined below);

AND WHEREAS Confidential Information must be kept strictly and absolutely confidential and always handled as required by the Freedom of Information and Protection of Privacy Act (Ontario), the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (1998), other applicable privacy legislation in force from time to time, and any applicable contractual provisions or University policies;

AND WHEREAS the University of Toronto will not provide the Researcher with Confidential Information unless they enter into this Agreement;

THE PARTIES AGREE:

1. In this Agreement:

(a) "Confidential Information" means any personal employee information provided to or collected by the Researcher.

(b) "Personal Information" means any information not publicly available and held by the University of Toronto about an identifiable employee or student.

2. The Researcher agrees not to use Confidential Information for any purpose other than that for which it was provided by the custodian of the information as outlined in their proposal to the relevant University of Toronto's Research Ethics Board unless the Researcher obtains University of Toronto written pre-authorization to do so.

3. The Researcher agrees not to disclose any Confidential Information to any person outside of those listed in the Researcher's application to the relevant University of Toronto Research Ethics Board.

4. The Researcher agrees to keep any Confidential Information in their control or possession in a physically secure location to which only they and individuals designated in the ethics proposal have access.

5. The Researcher has an obligation to familiarize themselves and to comply with all practices and procedures of the University of Toronto or the relevant University of Toronto Research Ethics Board relating to privacy and security, including any practices and procedures implemented from time to time after the date of this Agreement.

6. If the Researcher is ever notified by any person that they have a legal obligation to disclose any Confidential Information, they will immediately notify the Vice-President and Provost, or the Vice-President of Human Resources and Equity, or the Deputy-Provost and Vice-Provost Students at the University of Toronto before making such disclosure.

7. Any changes in the use of this information provided by the University of Toronto and its employees or students will require resubmission to the relevant Provostial or Vice-Presidential Office and to the relevant University of Toronto Research Ethics Board.

8. Publication of any results arising from the research must adhere to Tri-Council confidentiality requirements and the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (1998).

9. The data or information provided by or about University of Toronto employees cannot be used for commercial purposes.

10. The Researcher agrees to notify the University of Toronto Ethics Review Office in writing immediately upon becoming aware of any breach of this agreement.

11. The provisions of this Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and the parties hereby agree that the courts of Ontario will have non-exclusive jurisdiction with respect to this Agreement.

12. This Agreement is in addition to, and not in substitution for, all other obligations owed by the Researcher to the University of Toronto.

13. The Researcher's obligations under this Agreement will indefinitely survive the termination of any relationship between the Researcher and the University of Toronto.

14. Upon and in accordance with a written request with the University of Toronto, the Researcher agrees to destroy any Confidential Information.

15. You hereby consent to disclosure by the University of Toronto of the fact that you have signed this Agreement.

ENTERED INTO this _____ day of _____, 20_____ .

Witness

Researcher