

**RESEARCH AGREEMENT**  
between  
**Algoma University (the University)**  
and a Researcher

**Application and Agreement of Access to Personal Information and  
Community Information for Research or Statistical Purposes**

Date Request Received: \_\_\_\_\_ Request Number: \_\_\_\_\_

**Purpose of the Research Agreement**

This form is used to request access to and authorizes disclosure of records under the *AHF/AU transfer agreement* for research or statistical purposes. The records contain information that is confidential, that serves to identify an individual or community, and to which either exceptions apply under the *Freedom of Information and Protection of Privacy Act*, *Personal Information Protection Act*, or the *Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans*. This agreement is a legally binding contract between the researcher and Algoma University once the researcher signs this form and the University approves the terms and conditions of access.

**Research Suitability**

Given the cultural significance of the records held under the *AHF/AU transfer agreement*, Algoma University reserves the right to deny access to materials if a research project fails to demonstrate appropriate levels of cultural sensitivity and understanding.

**Collection Notice**

The information on this form is collected under the authority of the *Algoma University Act, 2008* (S.O. 2008, CHAPTER 13). The information collected is related directly to and needed by the University to provide you access to records containing third party confidential 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 Shingwauk Residential Schools Centre.

## **Definitions**

### *Anonymized information:*

Information is irrevocably stripped of direct identifiers, a code is not kept to allow future re-linkage, and risk of re-identification of individuals or communities from indirect identifiers is very low.

### *Community information:*

Recorded information about an identifiable community, including but not limited to:

- names, addresses and telephone numbers;
- geographic location or identifiers;
- community population;
- ethnic, religious, or language origins;
- landmarks and distinguishing visual features;
- government issued identification numbers.

### *Identifiable Information:*

Information that may reasonably be expected to identify an individual or community, alone or in combination with other available information.

### *Individually Identifiable Information:*

Refers specifically to data from any list, record, response form, completed survey, or aggregation about an individual from which information about particular individual may be revealed by either direct or indirect means.

### *Personal information:*

Recorded information about an identifiable individual, 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;
- employment history;
- financial history;
- criminal history;
- 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.

### *Redaction:*

The process of concealing sensitive information in a document before being released to someone not authorized to see that information.

**PART A – Identification of Researcher (please print or type)**

Full name: \_\_\_\_\_

Street address: \_\_\_\_\_

City/town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Institutional/departmental affiliation: \_\_\_\_\_

\_\_\_\_\_

Faculty       Graduate Student       Undergraduate

Staff       Other: \_\_\_\_\_

Position title (if university employee): \_\_\_\_\_

Name of instructor or academic advisor (if student): \_\_\_\_\_

## **PART B – Description of Research Project**

- 1) Please provide an overview and general description of the research project including the objective and proposed method of analysis (attach separate sheet if required).
- 2) Please provide an overview of how the research project fits within a culturally respectful framework. This may include but not be limited to overviews of community based approaches, cultural competency, and indigenous methodology.
- 3) Please explain why the research project cannot reasonably be accomplished without access to information about named or identifiable individuals and communities.
- 4) Provide an explanation of how the confidential information will be used, including a description of any proposed linkages to be made between identifiable information in the records requested and any other identifiable information. (If none, please state that no data matching or record linkage is contemplated. If yes, describe the linkage, the benefits to be derived from the record linkage, and how the linkages are not harmful to the individuals or communities included.)
- 5) Explain any disclosures of personal information or community information that are contemplated and to whom.
- 6) Specify the expected period of time during which access to these records may be required.
- 7) Describe the benefits to be derived from the research project.
- 8) Attach curriculum vitae, including education, research experience (knowledge of subject and proposed methodology), and the name, position title, mailing address, email address, and telephone number of three references who may be contacted.
- 9) Has the research project received approval from the appropriate ethical review committee? If yes, please provide proof of such approval.

**PART C – Agreement on Terms and Conditions of Access**

If I am granted access to the records listed in Schedule I, 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 and community information found in or taken from these records.
- 2) Apart from me, only the following persons (Project members) will have access to this personal information or community information in any form, which identifies or could be used to identify the individual(s) to whom it relates:

\_\_\_\_\_

\_\_\_\_\_

*Before any personal information or community 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 a copy of each such undertaking and will provide the University with a photocopy.*

- 3) None of these records (including notes containing confidential information taken from them) will be left unattended at any time, except under the conditions described below. If I am using these records on the premises of the University, I will comply with the University’s security procedures.
- 4) Any notes, data-coding sheets or other forms of recording which contain personal information taken from the records will be kept, in a secure manner, at the following address:

\_\_\_\_\_

They will not be removed from the above premises without the prior written consent of the University.

- 5) Physical security at the above premises will be maintained 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) Individually identifiable information from the requested records will not be maintained on a computer system to which users other than those listed in paragraph 2 have access. If the computer is on a network it will be password protected. Access to the information will also be restricted by using passwords on each database file created and used by project members. Each project member will have an individual and unique password. The passwords will be changed every 90 days. 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 and Community Information

- 7) Personal information and community information contained in the records described in Schedule I of this form will not be used or disclosed for any purpose other than as described in Part B nor any subsequent purpose without the express written permission of the University.
- 8) Any application of data or information linkages (digital or manual) will be handled with the greatest consideration for privacy. Particular attention will be paid to linkages of personal information and community information with information in publicly available sources. I will not make any information linkages other than those specified in the description of the research project.
- 9) Reports, papers, presentations, theses, or any other works which describe the results of the research undertaken will be written and/or presented in such a way that no individuals or communities in the requested records can be identified and no linkages can be made. There will be no exceptions to this rule without prior and specific written permission from the University.

*The researcher should bear in mind that it is often possible to identify an individual or community by a combination of characteristics or variables, even if that person is not named. For example, people might know who is being discussed if mention is made of a short male gas station attendant in French River who is 35 years old and born in Parry Sound, Ont. Therefore, anonymization may require more than simply removing names. Similarly, people may be able to identify a First Nation community if mention is made of a remote community located near Deer Lake in North Western Ontario with 150 members. The researcher is responsible for taking whatever measures are necessary to protect individual and community privacy.*

- 10) Any case file numbers or other identifiers to be recorded on computer will be created by myself or project members and will not relate to any real case numbers found in the records. Any such identifiers are to be used for statistical purposes only. No case file numbers or other identifiers assigned for the purposes of the research project described in Part B will appear in any other work.
- 11) No information which identifies or could be used to identify the individual or community to whom it relates shall be transmitted by means of any telecommunications device, including telephone, fax or modem.
- 12) No direct or indirect contact will be made with the individuals or communities to whom the information relates.

### Removal or Destruction of Identifiers

13) Identifiers associated with the records described in Schedule I, or contained in copies of them, will be removed or destroyed 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)

14) The University must approve any extension to this time limit in writing. The removal of identifiers will be done in a manner that ensures that remaining information (including any found in research notes) cannot be used to identify the individual or community to whom it relates. If necessary, this will be done by destroying copies of requested records or pages of notes in their entirety. All destruction of identifiers will be confidential and complete. **I will file a statement with the University certifying that such removal or destruction has taken place within two weeks of this date.**

The researcher will destroy the personal information and community information in the following manner:

- Paper records, at minimum, will be destroyed by “cross-cut” shredding. Other acceptable methods of destruction are incineration, hammer-mill shredding, or pulverizing.
- Electronic records will be destroyed in such a way that it is impossible to recover the data from the digital media on which the data was stored. The data will be deleted and then “wiped” from the digital media or immediately over-written to ensure complete elimination and no possibility of recovery or reconstruction of the data.

Formatted: Indent: Left: 0.63 cm, First line: 0.16 cm

**Audit and Inspection**

16) The University will be permitted 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.

Such measures may include, but are not limited to:

- Audit and inspection of research notes;
- On-site audit and inspection of the researcher’s premises, including business and home offices, filing equipment and records storage areas, to ensure adequate physical and digital security measures are in place;
- Receipt upon request of a copy of any written or published work based on research carried out under the terms of this agreement; and,
- Verification from the researcher that the destruction of all information about identifiable individuals has been carried out by the date specified in this agreement.

17) The expiry date for access to the records listed in Schedule I is:

\_\_\_\_\_

(year / month / day)

18) I will submit a copy of the product of this research to Algoma University by:

\_\_\_\_\_

(year / month / day)

I understand that I am responsible for ensuring complete compliance with these terms and conditions. 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 section is completed by the Director responsible for the records covered by the *AU/AHF transfer agreement* the officer authorized to approve research agreements.

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.

*This Research Agreement is recommended for approval.*

\_\_\_\_\_  
Signature of Director of the Shingwauk Residential Schools Centre

\_\_\_\_\_  
Date

*This Research Agreement is approved.*

\_\_\_\_\_  
Signature of Vice-President, Academic and Research

\_\_\_\_\_  
Date

**SCHEDULE I – Records Covered by this Agreement**

The following is a list of the records to which access will be provided under the terms and conditions of this Research Agreement.