



**AGREEMENT BY RESEARCHER  
IN FAVOR OF CUSTODIAN  
Pursuant to Section 54(1)  
Health Information Act**

**Re:** Study# \_\_\_\_\_; HREB# \_\_\_\_\_;  
Study Name: \_\_\_\_\_

I, \_\_\_\_\_, am conducting research approved by the University of Alberta Health Research Ethics Board (the "Board"), an ethics committee as defined in the Health Information Act and its Regulations (collectively the "Act") a copy of which Board Approval is attached hereto as Schedule A (the "Board Approval"). I will be using or will have disclosed to me by Covenant Health ("CH") health information as this term is defined in the Act. In accordance with Section 54(1) of the Act, I hereby agree as follows:

- 1) To comply with:
  - i. the Act;
  - ii. any conditions imposed by CH or the Board relating to the use, protection, disclosure, return or disposal of the health information as set forth in Schedule B or as established from time to time; and
  - iii. any requirement imposed by CH or the Board to provide safeguards against the identification, direct or indirect, of an individual who is the subject of the health information.
- 2) To use the health information only for the purpose of conducting the proposed research as approved by the Board.
- 3) Not to publish the health information in a form that could reasonably enable the identity of an individual who is the subject of the information to be readily ascertained.
- 4) Not to make any attempt to contact an individual who is the subject of the health information to obtain additional health information other than that contemplated in the Board approved project, unless the individual has provided CH with consent.
- 5) To allow representatives from CH to access or to inspect my research premises to confirm that I am complying with the enactments, conditions, and requirements referred to in paragraph 1.
- 6) To pay to CH costs incurred for the purposes of my research in the preparation of information for disclosure, making copies of health information or in obtaining requisite consents. In accordance with the Act, these costs shall not exceed the actual cost of providing each service.
- 7) To be liable for my actions and the actions of my employees, agents, consultants or other persons for whom I am in law responsible respecting the collection, use or disclosure of the health information and for ensuring compliance with the Act by these persons.
- 8) If I contravene or fail to meet the terms and conditions of this agreement, this agreement shall be terminated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Schedule A**  
**Board Approval**

**Schedule B**  
**Additional Conditions**