

AUCKLAND UNISERVICES LIMITED
(UniServices)

[
(Researcher)]

INTERNAL DATA ACCESS AGREEMENT

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AGREEMENT dated the _____ day of _____ 20____

PARTIES

1. **AUCKLAND UNISERVICES LIMITED ("UniServices")**

Address: UniServices House
70 Symonds Street
Auckland
NEW ZEALAND

Contact Telephone Number: 64 9 373 7522

Contact Facsimile Number:

2. [_____] ("**Researcher**")

Researcher's Address:

Contact Telephone Number:

Contact Facsimile Number:

CONTRACT DETAILS

Dataset Requested:

Antenatal	Yes/No
6 Week	Yes/No
Perinatal	Yes/No
9 Month	Yes/No
16 Month	Yes/No
2 Year	Yes/No
54 Month	Yes/No

Format Required:

End Date:

University of Auckland UPI:

INTRODUCTION

- A. The University of Auckland is leading a longitudinal study of children and families called *Growing Up in New Zealand: Longitudinal Study of New Zealand Children and Families* ("Study"). The Study will collect a considerable volume of data on a sample of New Zealand children and their families which will have significant statistical and research utility.
- B. UniServices is a wholly owned subsidiary of The University of Auckland and The University of Auckland has vested all its intellectual property in UniServices.
- C. UniServices wishes to grant the Researcher and the Researcher has agreed to receive access to a dataset drawn from data collected in the Study on the terms and conditions of this agreement.

AGREEMENT

The parties agree as provided in the General Terms and Conditions attached as amended in Schedule 1.

SIGNED for on behalf of
AUCKLAND UNISERVICES LIMITED by:

(Signature)

(Name)

(Title)

SIGNED by the Researcher:

(Signature)

(Name)

(Title)

Chief Executive Officer or equivalent (or assigned delegate)

I confirm that my organisation,, supports the Accredited Research (including accepting all liability and associated costs for the research project) and will require all researchers to abide by the *Growing Up in New Zealand Data Access Protocol* and the *Data Access Agreement*.

Name	
Position	
Department/Section	
Signature	
Date	

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 **"Agreement"** includes these General Terms and Conditions, the Contract Details and all schedules and appendices attached hereto.

"Anonymised" means having had all names, addresses, and any other Identifying Information removed.

"Business Day" means a day on which registered banks are open for business in Auckland, New Zealand, excluding Saturdays, Sundays and public holidays.

"Contract Details" means the contract details appearing at the front of this Agreement.

"Data" means the aggregated information collected about Study Participants in the Study.

"Data Access Committee" means the committee appointed by UniServices to consider applications applying for access to Datasets.

"Dataset" means the Anonymised dataset drawn from the Data which is provided by UniServices to the Researcher under this Agreement in response to Growing Up in New Zealand's Research Team's Publication Proposals.

"Dataset Name" means the Dataset to cover a specific period of the Study

"Dissemination Plan" means the Publications Proposals presented to the Data Access Committee setting out where and when the results of the research using the Dataset will be published and includes any changes approved by the Data Access Committee or, where authorised by UniServices, approved by the chair of the Data Access Committee.

"End Date" means the End Date specified in the Contract Details.

"Growing Up in New Zealand Research Team" means the Researchers who are provided privileged access to the Datasets in response to the Publications Proposals Applications.

"Identifying Information" means information about a Study Participant or other identifiable individual affected by the Study (including a deceased Study Participant or other identifiable individual) and Data from which the identity of a Study Participant or other identifiable individual affected by the Study could reasonably be ascertained.

"Publications Proposals" means the Growing Up in New Zealand's Publications Proposal Applications to the Data Access Committee made by the Research Team, in accordance with protocols as may be advised by UniServices from time to time, to gain access to the Dataset and includes the Research Plan and the Dissemination Plan.

"Research" means the research outlined in the Research Plan of the Publication Proposals that have been approved by the Data Access Committee.

"Researcher" means the individual member of the Research Team who is signing this agreement

"Research Plan" means the information provided in the Publications Proposal presented to the Data Access Committee outlining the research that is intended to be carried out using the Dataset and any changes to that proposal subsequently approved by the Data Access Committee or, where authorised by UniServices, approved by the chair of the Data Access Committee.

"Research Team" means the individuals who are confirmed as members of the Growing Up in New Zealand Research Team and who are being permitted access to the Dataset as a privileged member of the Research Team. The Data Access Committee will approve the list of individuals who are members of the Research Team at specific points of time.

"Personnel" of any entity means any director, officer, employee, contracted staff member or other worker of that entity or that entity's contractors, agents and authorised representatives, and for this Agreement, the Researcher.

"Study" means the longitudinal study of children and families known as *Growing Up in New Zealand; Research with Children and their Families*.

"Study Participant" means an individual who is a participant in the Study and includes both children enrolled in the Study sample whose parents or legal guardians have consented to their participation in the Study and parents or other persons linked to the children who have consented to their own participation in the Study.

"UniServices group" means UniServices, every Related Company of UniServices and the University.

"University" means The University of Auckland.

2. RESEARCHER'S OBLIGATIONS

Permitted Use

- 2.1 The Dataset may only be used by the Researcher for the purposes of the Research.

Limited Disclosure

- 2.2 The Researcher will not, directly or indirectly, disclose or permit to be disclosed to any person the Dataset and/or any results obtained from use of the Dataset except in accordance with the Dissemination Plan.

Security

- 2.3 One copy of the Dataset may be held on the Researcher's computer system. Apart from copies kept for back-up purposes only, no other copies of the Dataset will be made by the Researcher.

- 2.4 The Researcher will have and maintain security arrangements to safeguard the Dataset from unauthorized access that adhere to industry-accepted "best practices" for information of the same level of sensitivity. The Researcher will ensure that access to the Dataset is limited to them under this Agreement to access the Dataset.
- 2.5 Only the Researcher listed in this agreement is permitted to access the Dataset.

Dataset Not to Identify Study Participants

- 2.6 In using the Dataset the Researcher will ensure that no process is conducted that will or will likely generate Identifying Information about a Study Participant. Without limiting the generality of the foregoing:
- (a) The Researcher permitted to access the Dataset under this Agreement may not use or attempt to use the Dataset, or any results obtained from use of the Dataset, to obtain or derive Identifying Information about Study Participants; and
 - (b) The Researcher will ensure that any report or published analysis based on the Dataset does not directly or indirectly disclose Identifying Information relating to any Study Participant.

Notifications

- 2.7 The Researcher will notify UniServices as soon as is practicable of any errors that may be discovered in the Dataset.
- 2.8 If the Researcher becomes aware of any breaches of the conditions laid down in this agreement, it will promptly notify UniServices.

Audit

- 2.9 A representative of UniServices will be permitted access by the Researcher, at all reasonable times, to the results and analyses obtained from the use of the Dataset together with any records and documents relating thereto for the purpose of verifying compliance with the conditions of this Agreement. The Researcher will provide UniServices with any information which UniServices reasonably requests in relation to the Researcher's compliance with this Agreement.

Compliance With Laws and Ethics Approvals

- 2.10 The Researcher will comply with all applicable laws, including all applicable regulatory and ethical consents and approvals when using the Dataset or any results arising from such use.

3. OUTPUTS

Approval of Outputs

- 3.1 The Researcher will use appropriate statistical methods to produce results, in consultation with the wider Research Team
- 3.2 The researcher will keep the Research Team informed of the results of the Research every three months. UniServices will own all results for the purposes of the incorporation into the Dataset, without restricting the rights of the Researcher to publish the results of the Research. The Researcher will provide UniServices with a fully documented electronic copy of the full Results before publication in any form or within 6 months of the completion of the Research whichever is sooner. The Researcher will provide UniServices with copies of delivered presentations
- 3.3 The Research Team will be given the opportunity to review any papers intended for publication at least 14 Business Days prior to submission to the Data Access Committee
- 3.4 This Agreement does not restrict the rights of UniServices to distribute the Dataset to other entities or publication any document relating to the Dataset
- 3.5 All reports or analyses based on the Dataset intended for the public domain must be approved by the Data Access Committee before they are submitted for publication to ensure that the publication is consistent with this Agreement, and in particular that it preserves the anonymity of the Data and does not jeopardise the long-run value, integrity and sustainability of the Study.
- 3.6 Any reports or analyses submitted to the Data Access Committee for approval that involve ethnic-specific presentations must be highlighted by the Researcher.
- 3.7 UniServices will use reasonable endeavours to procure that the Data Access Committee respond to requests for approval for reports or other analyses within 14 Business Days but UniServices will not be liable for any loss or damage arising from any delay, howsoever caused. The Researcher will carry out any amendments to a report or analysis requested by the Data Access Committee before the report or analysis is published or otherwise released. The Data Access Committee's approval of a report or analysis for publication does not otherwise relieve the Researcher from any of the Researcher's obligations under this Agreement.

Acknowledgement of Source

- 3.8 The Researcher will ensure that any report and analysis for publication contains an acknowledgement that the Dataset has been sourced from the Study and that the Study has been designed and implemented by the UniServices group, together with an appropriate acknowledgement of the funders of the Study, all of which must be approved by UniServices in writing prior to the publication.

4. INTELLECTUAL PROPERTY

- 4.1 Copyright and all other intellectual property rights relating to the Dataset are vested in UniServices. Except as expressly provided for in this Agreement, use

by the Researcher of the Dataset does not transfer any right (including intellectual property rights), title or interest in the same.

5. TERMINATION

On End Date

- 5.1 This Agreement will terminate on the End Date (or such other date substituted for that date by agreement in writing by the parties) unless terminated earlier in accordance with its terms.

By Researcher

- 5.2 The Researcher may at any time terminate this Agreement at any time by giving notice in writing to UniServices.

Consequences of Termination for any Reason

- 5.3 Upon termination of this Agreement for any reason, the Researcher and all persons who have access to the Dataset will cease to use the Dataset and will promptly destroy (and certify to UniServices in any reasonable format requested by UniServices the destruction) of:

- (i) All copies of the Dataset or any part of the Dataset (whether in hard copy, electronic form or otherwise); and
- (ii) All copies of any Identifying Information of any kind (whether in hard copy, electronic form or otherwise), which has been obtained or generated from any use of the Dataset,

provided that nothing in this clause 5.3(c) will require the Researcher to destroy any reports or analyses based on the Dataset that have been published prior to termination of this Agreement with the approval of the Data Access Committee under clause 3.

6. ASSIGNMENT

- 6.1 The Researcher may not transfer or assign any of its liabilities or rights under this Agreement to any other person without the prior written consent of UniServices, which consent may be withheld at UniServices' absolute discretion.