

**Data Sharing Agreement (“Agreement”)
Quality Improvement Use of Personal Information**

BETWEEN:

AND

The Hospital for Sick Children (“HSC”) 555 University Avenue Toronto, ON, M5G 1X8	Provide Name and Address of Organization: (“Project Site”)
HSC Project Lead: Dr. William G. Williams (together with HSC “SICKKIDS”)	Project Site Contact: (together with Project Site “PROVIDER”)

Quality Improvement Project Title (“Project”): Congenital Heart Surgeons’ Society (“CHSS”) **Technical Assessment Project (“TAP”)**

Data to be provided (“Data”): Data is to be entered by each participating CHSS institutions via secure RedCap Internet-based database into the Project Site server maintained by the CHSS data center at HSC. The data set consists of de-identified pre-discharge echo results as per the TAP data entry form/sheet incorporated herein by reference.

This Agreement, effective as of the last date of signature below, is entered into between the parties to govern the transfer of the Data from PROVIDER to SICKKIDS for use in the Project, in compliance with applicable laws.

PROVIDER will prepare and furnish to SICKKIDS the Data in accordance with all applicable laws, and specifically warrants that transfer of the Data by PROVIDER will be in compliance with the terms of the applicable Project Site approval for quality improvement initiatives (incorporated herein by reference).

SICKKIDS shall use the Data in compliance with all applicable laws; and shall specifically only use or disclose the Data for the conduct of the Project.

SICKKIDS shall have the right to use (1) the analyzed, de-identified data derived from the use of the Data, and (2) de-identified information and results arising out of analysis of the Data, as part of a publication or presentation of the results of the Project, and shall own such de-identified, analyzed data and results. SICKKIDS shall not include any personal identifying information in any publication or presentation. PROVIDER’S contribution to the Project shall be acknowledged appropriately in any such publication or presentation in accordance with academic standards.

SICKKIDS shall use appropriate safeguards to prevent any unauthorized use or disclosure of the Data and shall report to the PROVIDER any unauthorized use or disclosure of which SICKKIDS becomes aware, or of any breach of this Agreement. SICKKIDS shall not use the Data to identify or contact the individuals from whom such Data were collected.

SICKKIDS may give access to the Data only to CHSS institutions and their staff with a need to know for the purpose of conducting the Project.

This Agreement may be signed in counterparts, and each counterpart may be delivered by facsimile or signed PDF by email. Each counterpart shall constitute an original, and when taken together, shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

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The Hospital for Sick Children	Provide Name of Organization
Signature:	Signature:
I have authority to bind the organization.	I have authority to bind the organization.
Date:	Date:
Name & Title:	Name & Title: Provide name and title of authorized signatory
HSC Project Lead	Project Site Contact
Signature:	Signature:
Date:	Date:
Dr. William G. Williams	Name of Contact