

## Data Sharing Contract

The Minister for Health

and

[insert organisation name]

### **AGREEMENT**

Relating to access to Research Microdata File(s)

**RMF Reference No. :HI\_2022\_[#]\_[org acronym]**

**THIS AGREEMENT is made on the [X day of month, year BETWEEN:**

The Minister for Health, of Miesian Plaza, Lower Baggot Street, Dublin 2 (“the Minister”)

and

[org name and address] (“the Organisation”)

(“the Parties”).

WHEREAS the Organisation submitted to the Minister an application for access to Research Microdata File(s).

NOW IT IS HEREBY AGREED in consideration of the mutual promises contained in this agreement, including the making of certain information available, as follows:

1. The Minister agrees to grant the Organisation access to the Research Microdata File(s) specified in Appendix 1 to this agreement (“RMF(s)”) following the signing of this agreement by both Parties.
2. The Organisation hereby gives an undertaking to comply with all the requirements under this agreement and in the application submitted as set forth in Appendix 4 and the Organisation confirms that each of the person(s) approved for access listed in Appendix 1 to this Agreement (“the Researcher(s)”) have each given an undertaking on their own behalf to comply with all the requirements under this agreement and in the application submitted as set forth in Appendix 4.
3. The Organisation agrees that the use of the RMF(s) is limited to the Researcher(s). The Organisation agrees that the use of the RMF(s) is limited to the use of the data for statistical compilation and analytic purposes.
4. The Researcher(s) are not permitted to use the RMF(s) outside of the terms and conditions of this agreement.
5. The Minister’s grant of access to use the RMF(s) is non-transferable.
6. This agreement relates solely to the RMF(s) specified in Appendix 1.
7. The Minister’s grant of access to use the RMF(s) is time bound and relates to the specified body of work, which time period is set out in Appendix 1 and which body of work is set out in Appendix 4.
8. The analysis/research undertaken by the Researcher(s) must comply with and be consistent with the specific purpose for which the access is granted as set forth in Appendix 4.

9. The ultimate discretion regarding the granting or withdrawal of access to the RMF(s) rests with the Minister.
10. The RMF(s) are confidential to the Minister. Save as may be required by law, the Organisation agrees to treat the RMF(s) as confidential and to take all necessary steps to ensure that such confidentiality is maintained including taking steps to ensure that the Researcher(s) do not to engage in any practices that may breach that confidentiality.
- 10a. The researchers agree, in collaboration with the Department, to fulfil all obligations conferred by the requirement to comply with the GDPR and Irish Data Protection Act, 2018.
11. Discussions or analysis relating to individual records, or information (including without limitation aggregate tables and descriptive text) which could allow individual records to be identified must be restricted to the Researcher(s).
12. The Researcher(s) are prohibited from attempting to identify any of the survey participants through linking other datasets or any other methods.
13. The Researcher(s) are prohibited from matching or attempting to match or linking (at a micro level) or attempting to link (at a micro level) the RMF to any other data source. Linkages to other data sources by the Researcher(s) are only permissible subject to the written agreement of the Minister.
14. The grant of access to the RMF(s) is via a secure mechanism as outlined in Appendix 2.
15. In particular, the detailed specifications outlined in Appendix 2 of this agreement in respect of off-site access are binding. For the purposes of this agreement “off-site access” means access granted at a location outside of the facilities controlled by the Department of Health and is limited to the location(s) under the control of the Organisation as specified in Appendix 2.
16. On receipt of the RMF(s) by the Researcher(s), the Researcher(s) will copy the RMF(s) onto a permanent physically secured device as specified in Appendix 2.
17. The Researcher(s) shall not take or copy the RMF(s) in any format, out of the agreed location(s), as specified in Appendix 2, without the prior approval of the Minister.
18. Identifiable or disclosive data relating to individual records in the RMF(s) may not be copied to any other medium (including without limitation print, CD, USB stick).
19. The RMF(s) (regardless of any amendments made during analysis by the Researcher(s)) shall at all times continue to be the property of the Minister.
20. The Organisation and the Researcher(s) are responsible for ensuring that identifiable or disclosive data relating to individual records in the RMF(s) is not

contained in any outputs (including without limitation reports, publications, presentations, articles, dissertations) based on the research carried out on the RMF(s) (or the use of any element of the RMF(s)) (“outputs”).

21. The Minister reserves the right to inspect the permanent physically secured device as specified in Appendix 2 at any stage to ensure compliance with the specific details relating to the provision of off-site access provided for in Appendix 2. This may necessitate a review of the facilities used for off-site access during the period of access set out in Appendix 1 to ensure that the Organisation continues to comply with the terms and conditions of this agreement. The Minister further reserves the right to discuss with the Organisation or Researcher(s) the circumstances of the permanent physically secured device as specified in Appendix 2 at any stage.

22. All outputs shall be notified to the Statistics and Analytics unit in the Department of Health (“DoH”) by the Organisation at a minimum of 7 calendar days prior to publication.

23. All outputs shall be provided to the Health and Wellbeing Programme in the DoH on publication.

24. The Minister reserves the right to put outputs into the public domain if the Organisation has not already done so.

25. The Healthy Ireland Survey should be acknowledged as the data source in all outputs (including without limitation reports and analyses). The acknowledgement should also note that:

- I. The Healthy Ireland Survey has been funded by the Department of Health.
- II. The Department of Health takes no responsibility for the views expressed or the outputs generated from the research undertaken on the RMF(s).

26. The Organisation takes responsibility for the choice and provision of data analysis software and for appropriate licensing.

27. The Minister further agrees to grant the Organisation access to the metadata (i.e. descriptive information) on the RMF(s).

28. Failure by the Organisation or Researcher(s) to comply with the terms and conditions attached to the provision of the RMF(s) may have implications for the Organisation and/or Researcher(s) with regard to access to RMF(s). This may include without limitation, the revocation of access to the RMF(s) and/or a refusal to grant access to research microdata file(s) in the future.

29. The Minister may revoke access to the RMF(s) and/or revoke permission to allow the Organisation and/or Researcher(s) publish research findings from the RMF(s) should the Organisation and/or Researcher(s) breach this agreement.

30. In the event that agreement to provide access is terminated by the Minister or the Organisation notifies the Minister that it desires to terminate its access to the

RMF(s) or the period of time for access provided in Appendix 1 expires, the Researcher(s) shall cease to use the RMF(s) and the Organisation shall:

- a) Destroy all copies of the RMF(s) and sign and return to the Statistics and Analytics unit in the Department of Health, the declaration at Appendix 3 to this agreement stating that no copies of the data have been retained;
- b) Retain only those unpublished results or analyses obtained from the use of the RMF(s) where agreed by the Minister. All other results, analyses and records relating to individual records thereto shall be destroyed by the Organisation.
- c) Complete and return Appendix 3 to the Statistics and Analytics unit in the DoH.

31. The Statistics and Analytics unit, DoH may maintain a detailed register of individuals granted access to Research Microdata File(s). By signing this Agreement, the Organisation confirms that the Researcher(s) have consented to the inclusion of their name(s) on any such register.

32. By signing this Agreement, the Organisation agrees to the inclusion of its name along with details of their research project(s), including details of any outputs, in a publicly available Healthy Ireland Survey RMF Register of Use database.

33. This Agreement consists of this Agreement and Appendices 1, 2, 3 and 4, and in the case of conflict of wording, in the following order of priority:  
i. This Agreement and Appendices 1, 2 and 3 hereto;  
ii. Appendix 4 (Application submitted).

SIGNED for and on behalf  
of the Minister for Health

SIGNED for and on behalf  
of the Organisation

Signature  
Name  
Assistant Principal/Principal Officer  
Health and Wellbeing Programme  
Department of Health  
date

Signature  
Name  
Organisation representative  
Address

\_\_\_\_\_  
(being a duly authorised officer)

Witness

\_\_\_\_\_  
Witness

Signature

Signature

Name  
Role  
Date

Name  
Role  
Date

**Appendix 1 – Specific details relating to provision of access to RMF(s) under this agreement**

<b>Applicant Organisation:</b>	
<b>Applicant Organisation address:</b>	
<b>Name of person(s) making application on behalf of the Organisation:</b>	
<b>Contact email address:</b>	
<b>Contact telephone number:</b>	

**Person(s) approved for access in this agreement (“Researcher(s)”):**

<b>Name</b>	<b>Organisation</b>

*Add more lines as appropriate*

**RMF(s) to which access is granted:**

Healthy Ireland Research Microdata File(s), Wave(s)

**RMF Application Reference Number:** HI\_2022\_#\_org acronym

Start date for period of access:

End date for period of access:

**Appendix 2 – Specific details relating to provision of “Off-Site” Access**

**The following requirements apply in the provision of access “off-site”:**

- Internet and email access must be disabled on all PCs being used while accessing or analysing RMF(s) material.
- Data must be stored on a permanent physically secured device.
- This device must be encrypted; any methods of access to the data or outputs of the data by persons not listed as Researcher(s) to the device must be disabled, including but not limited to Wi-Fi, Ethernet, Firewire, Thunderbolt and Bluetooth;
- USB ports on all PCs being used while accessing or analysing RMF(s) material must be disabled for the purposes of data transfer and/or installation of storage devices once the RMF(s) data has been transferred to the permanent physically secured device.
- The facility to print on all PCs being used while accessing or analysing RMF(s) material can remain however it is emphasised that no hard copy record should be made or kept of individual records;
- The Organisation must provide evidence to the satisfaction of the DoH that the IT network, protocols and security provisions are in place to protect the network to ensure only the Researcher(s) as set out in Appendix 1 can access the specified area of the network.
- Access must only be via user-specific accounts and logon credentials must not be shared or otherwise communicated.
- Back-ups of RMF(s) are not permitted.
- The DoH is satisfied that the IT network, protocols and security provisions are in place to protect the network to ensure only those person(s) approved can access the specified area of the network.
- DoH reserves the right to audit the facilities used for off-site access at any point prior to granting approval or alternatively during the research period to ensure that they meet the access requirements.

Address details of the off-site location:

The RMF will be provided to the Organisation in the following format:

- SAS data set
- CSV
- Other (please specify) \_\_\_\_\_

The data will be transmitted to the Organisation as follows:

- Encrypted data via a dedicated site-to-site secure pipe
- Encrypted CD/USB delivered face-to-face (by hand)
- Encrypted CD/USB via registered post
- Encrypted CD/USB via a recognised courier service



**To be completed only in cases where RMF(s) are being transmitted via a CD/USB**

If the RMF(s) are being transmitted via a CD/USB, once copied to the agreed location, the CD/USB will be:

Destroyed/Formatted by a representative of the Statistics & analytics unit, DoH

Returned to the DoH by the Organisation via a secure transmission mechanism

The RMF(s) will be copied and stored onto a:

Standalone desktop PC

Networked desktop PC

Specification of the physical location(s) the file is to have on the network:

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**Appendix 3: Declaration Template**

**THIS IS COMPLETED FOR AND ON BEHALF OF THE ORGANISATION ON THE TERMINATION OF ACCESS AND RETURNED**

RMF Reference Number : HI\_year\_number\_org acronym

I declare that no copies of the RMF(s) provided under this agreement have been retained by the Organisation(s) and the RMF(s) have been deleted/destroyed/returned following the termination of permissible access.

Signed for and on behalf of the Organisation:

Name of Organisation:\_\_\_

Date:\_\_\_

*For Office Use*

*Received by :*

*Analyst/Statistician/Senior Statistician : \_\_\_\_\_*

*Date : \_\_\_\_\_*

**Appendix 4: Application submitted**

Attach or otherwise include a copy of completed, signed and countersigned Microdata File Application Form.