



## Public Health Data Access Terms and Conditions

These Terms and Conditions govern access by a Requester to BC Centre for Disease Control (“BCCDC”) Data, BC Public Health Labs Data or Panorama Data. By signing the Data Request Application, the Requester understands and agrees to be bound by these Terms and Conditions.

For clarity, the Requester will be referred to in these Terms and Conditions as “**you**” and “**your**” as the context requires.

### 1.0 DEFINITIONS

“**Data**” means information in the custody and/or control of the BCCDC, Public Health Labs or the Panorama Data Governance Committee, which you have requested through a Data Request Application.

“**Data Request Application**” means the form completed by the Requester outlining the Project, the specific Data requested, and how that data will be collected, use, stored and shared for the purposes of the Project.

“**Panorama Data Governance Committee**” means the Committee, headed by the Panorama Central Data Steward, responsible for the stewardship of all data that resides within the Panorama public health information system.

“**Principal Data Steward**” means a data steward of the Panorama Data Governance Committee, who is responsible for a particular classification of data with that health information system.

“**Project**” means the purpose for which the Data is being requested.

“**Project Team**” means the individual members of the project outlined in the Data Request Application who require access to the Data.

“**Requester**” means the individual who has completed and signed the Data Request Application.

### 2.0 ACCESS, USE, DISCLOSURE, RETENTION AND DESTRUCTION OF DATA

2.1 You shall ensure that Data disclosed to you will only be used in connection with the Project as described in your Data Request Application.

2.2 You shall not disclose any Data to anyone outside of those listed in your Data Request Application, unless the BCCDC, Public Health Labs and/or Panorama Data Governance Committee, as applicable, provides written consent.

2.3 You shall not use the Data to re-identify any patients or clients to whom the Data is about.

2.4 You agree to destroy or return to the Data immediately after your Project has been completed. You shall provide written confirmation to the BCCDC, the Public Health Labs and/or the Panorama Data Governance Committee, as applicable, of the destruction or return of the Data upon request.

### **3.0 DATA SECURITY AND PROTECTION OF PRIVACY**

3.1 You shall be responsible for the confidentiality and security of the Data while it is in your or your Project Team's possession, and you will use reasonable measures to maintain the confidentiality and security of the Data in your custody against such risks as unauthorized access, collection, use, modification of use, disclosure or disposal.

### **4.0 ACCURACY AND USE OF INFORMATION**

4.1 The Data is provided on an "as is" and "as available" basis and the BCCDC, Public Health Labs and/or the Panorama Data Governance Committee, as applicable, makes no warranties or representations regarding the accuracy, completeness, reliability or fitness for use of the Data.

4.2 The BCCDC, Public Health Labs and/or the Panorama Data Governance Committee, as applicable, make no liability for any losses or damages arising out of your use, misuse or inability to use the Data.

### **5.0 PUBLICATIONS**

5.1 You agree to acknowledge the contribution of the source provider (BCCDC, Public Health Labs, and/or Panorama Public Health Information System) in all reports or publications from your use of the Data.

5.2 Use of Panorama Data that identifies a First Nations community or population at a provincial level must be reviewed by the designated First Nations Principal Data Steward prior to the release of any research findings or reports.

5.3 Use of Panorama Data that includes Yukon data requires that the designated Yukon Principal Data Stewards must be afforded the opportunity to review prior to the release of any research findings or reports.

### **6.0 GENERAL**

6.1 You agree to explain the requirements described herein to all members of your Project Team.

6.2 You acknowledge and understand that you are responsible for your conduct and that of your Project Team while using the Data, and that you may be legally liable for harms or expenses caused by you or your Project Team's negligence, omissions or failure to comply with these Terms and Conditions.

6.3 You accept that it may be necessary for the BCCDC, Public Health Labs or Panorama Data Governance Committee to amend these Terms and Conditions from time to time. You understand that you may not be personally notified of any changes and that you are expected to review the most current Terms and Conditions periodically and each time you submit a new Data Request Application.

6.4 You will immediately notify the contact listed in section 7 of any non-compliance with these Terms and Conditions.

## **7.0 CONTACT INFORMATION**

### **BC Centre for Disease Control and Prevention Society**

655 W.12<sup>th</sup> Avenue  
Vancouver, BC V5Z 4R4

### **BCCDC Privacy Officer**

Phone: 604.707.2551

Email: [datarequest@bccdc.ca](mailto:datarequest@bccdc.ca)