***[Instructions are red, italicized, and in brackets ‘[ ]’. All bracketed instructions must be deleted prior to finalizing the Agreement. Leave in all black text and do not edit, delete, or add to it. Ensure that underlined blanks are filled in, with exceptions as noted.]***

**MINISTRY OF EDUCATION**

**APPLICATION AND AGREEMENT**

**FOR**

**ACCESS TO INFORMATION FOR**

**RESEARCH OR STATISTICAL PURPOSES**

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**GENERAL INFORMATION**

# Definitions

Personal Information: means recorded information about an identifiable individual other than contact information. This includes an individual's name, address, blood type, educational history, employment history, financial information, birth date, eye colour, gender, race, and other such information.

Primary Researcher: This is the main researcher responsible for the terms of this Research Agreement (“Agreement”). Only one person can be listed as the Primary Researcher.

Province: Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Education (the “Province”).

Record Linkage (or Data Matching): The systematic comparison of sets of information (usually information banks or data banks) with no intention of making decisions about the subjects’ rights or privileges. The matching is the means of linking the right information to the right people in the representative group under study. (Source:

<http://www.cio.gov.bc.ca/cio/priv_leg/manual/sec30_39/sec35.page#INote-3>)

**Purpose**

This form is for use in requesting access, for research or statistical purposes, to information found in records covered by the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 (*FOIPPA*). Once the Primary Researcher has signed this form and the terms and conditions of access have been approved by the Province, it becomes a legal agreement between the Primary Researcher and the Province.

Collection of the information provided by the Primary Researcher in support of this research application is authorized under section 26 of the *FOIPPA*. Any questions about this form may be directed to the Ministry of Education, Analysis and Reporting Unit, Attn: Surveys and Data Exchange, PO Box 9146 Stn Prov Govt, Victoria, BC V8W 9H1.

**Requirements**

1. The Primary Researcher must be affiliated with a recognized educational institution with an ethics board, and the Primary Researcher must provide a copy of an approved ethics certificate.
2. The Primary Researcher must provide a current curriculum vitae.
3. The request for records must adhere to all relevant legislation, including the *FOIPPA* and the *School Act*, and must include a clear rationale as to how these obligations are met (Part C of the form). See below for the relevant sections of legislation.
4. A research agreement can only be granted for a bona fide research project; therefore, it is important that the Primary Researcher carefully complete a research proposal that responds in substantial detail to all elements in Part C of the form.
5. A research agreement is a binding legal document, granting access only to those records specified in Part B of the Agreement to those individuals noted in Parts A and D of the agreement. Any changes or additions to the Agreement must be made in writing and be approved in writing by the Province.
6. The Province will consider the date when all amendments and/or corrections to the Agreement are completed, approved, and signed by all parties as the date of receipt of the request to access records for research or statistical purposes. Proper completion of the form will hasten the process by which access to the records can be granted.

**Legislative Requirements**

The *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 (*FOIPPA*) provides public access to government records and protects the privacy of individuals identified in these records. All disclosures or uses of records containing personal information in the custody or under the control of the Province must be in accordance with the provisions of the *FOIPPA* and the *School Act*.

* Section 35 of the *FOIPPA* permits disclosure of personal information for aggregated statistical research.
* Section 170.1(3) of the *School Act* permits use of the personal education number (including encrypted student-level identifiers) for research related to educational program delivery or student transitions to post-secondary institutions.

*FOIPPA* Section Reference

Section 35 - disclosure for research or statistical purposes

**35** A public body may disclose personal information or may cause personal information in its custody or under its control to be disclosed for a research purpose, including statistical research, only if

(a) the research purpose cannot reasonably be accomplished unless that information is provided in individually identifiable form or the research purpose has been approved by the commissioner,

(a.1) the information is disclosed on condition that it not be used for the purpose of contacting a person to participate in the research,

(b) any record linkage is not harmful to the individuals that information is about and the benefits to be derived from the record linkage are clearly in the public interest,

(c) the head of the public body concerned has approved conditions relating to the following:

(i) security and confidentiality;

(ii) the removal or destruction of individual identifiers at the earliest reasonable time;

(iii) the prohibition of any subsequent use or disclosure of that information in individually identifiable form without the express authorization of that public body, and

(d) the person to whom that information is disclosed has signed an agreement to comply with the approved conditions, this Act and any of the public body's policies and procedures relating to the confidentiality of personal information.

*School Act* Section Reference

Section 170.1(3) – permitted uses of the personal education number

**170.1 (3)** The personal education number of a person referred to in subsection (2) may only be used for the following purposes:

(d) researching and evaluating the effectiveness of boards, francophone education authorities and authorities governed by the *Independent School Act* and the programs, courses and curricula delivered by them;

(k) conducting research and statistical analysis relating to the transition of individuals to post-secondary institutions.

***[Instructions are red, italicized, and in brackets ‘[ ]’. All bracketed instructions must be deleted prior to finalizing the Agreement. Leave in all black text and do not edit, delete, or add to it. Ensure that underlined blanks (as above) are filled in, with exceptions as noted.]***

**MINISTRY OF EDUCATION**

**APPLICATION AND AGREEMENT**

**FOR**

**ACCESS TO INFORMATION FOR**

**RESEARCH OR STATISTICAL PURPOSES**

Title for Research Project:

***[Enter a concise and unique title that can be used to differentiate projects. Please use this title in all documentation to the Province.]***

|  |  |
| --- | --- |
| Ministry of Education Project Number: |  |

***[For Province use only.]***

**PART A - Identification of Primary Researcher**

Name (last name / first name / initials)

***[Enter the name of the Primary Researcher. When the “main” researcher is a student, the named Primary Researcher must be that student’s academic advisor and an active faculty member for the purposes of this Agreement. The student must be named as a member of the research team under Part D (4).]***

Address: Telephone:

 E-mail:

Institutional Affiliation:

(include department if relevant)

Position:

**PART B - Records Requested** (Add additional lines as required)

Please list **all** information to which access is requested (include justification for each requested item). Access will be given **only** to records/information listed below. Any changes or additions to this list after the application is submitted should be made in writing and will require approval in writing from the Province.

1.

2.

3.

4.

**PART C - Description of Research Project**

Under each numbered paragraph below, please provide the following information:

1. A general description of the research project (include the objectives of the project and the proposed method(s) of analysis).
2. An explanation of why the research project cannot reasonably be accomplished without access to information in individually identifiable forms (i.e., personal information about named or identifiable individuals).
3. An explanation of how the research will serve the public interest in ways that benefit education in British Columbia.
4. How will the information be collected?
5. Will any Record Linkage or Data Matching be conducted? If none, please state that no Data Matching or Record Linkage will occur. If yes, provide an explanation of how the information will be used, including a description of any proposed linkages to be made between information in the records requested and any other information and describe how the benefits to be derived from the Record Linkage or Data Matching are clearly in the public/and or education system interest and not harmful to the individual that the information is about.
6. What disclosure of information, if any, is contemplated, and to whom?
7. Please attach proof/documentation that the project has been reviewed by an ethics committee at a recognized educational institution.

***[The list of individuals named as researchers in this Agreement must be identical to those listed on the ethics approval.]***

**PART D - Agreement on Terms and Conditions of Access**

If the researcher is granted access to the records listed in Part B, the Primary Researcher understands and will abide with the following terms and conditions:

**Security and Confidentiality**

Section 30 of the *FOIPPA* requires that a public body must protect information by making *reasonable* security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal. These obligations are passed on to the Primary Researcher, the other researcher(s) on his/her team, their colleagues and employees, and all other third parties who may obtain access to the information under this Agreement.

*Reasonable* security requirements under the *FOIPPA* are those that a fair and rational person would think were appropriate to the sensitivity of the information and to the medium in which it is stored, transmitted, handled, or transferred.

1. I understand that I am responsible for maintaining the security and confidentiality of all information found in or taken from these records.
2. If a request for access to the information under this Agreement is received from a person or entity other than the Province, and this Agreement does not require or authorize me to provide such access, I will advise the person/entity to make the request to the Province.
3. I will not subcontract any of my obligations under this Agreement other than to persons listed below, in item number four, without the prior written consent ofthe Province. No subcontract, whether consented to or not, relieves me from any obligations under this Agreement. I will ensure that any subcontractor I retain fully complies with this Agreement in performing the subcontracted obligations.
4. Apart from myself, only the following persons will have access to this information in any form.

***[Enter the name of every individual involved on the research project. The list of individuals named here should be identical to those listed on the ethics approval that you provide to support your application.]***

Before any information is disclosed to these persons, I will obtain a written undertaking from each of them to ensure that they will not disclose that information to any other person and that they will be bound by all terms and conditions of the present Agreement (specifically, a separate copy of Appendices 1 and 2 to this Agreement – the Non-Disclosure Agreement and the Data Storage and Security Declaration – will be completed by each person listed above).  I will maintain a copy of each such guarantee, and will provide the Province with an originally signed copy. If the Agreement is amended to reflect additions to the research team, the Primary Researcher must ensure that each new researcher submits a completed and signed Non-Disclosure Agreement and Data Storage and Security Declaration to the Province.

1. I will ensure that any contractors and sub-contractors that are employed are not foreign entities, or have employees of foreign or domestic entities who can come in contact with the information, or can be compelled by a foreign entity to access the information.
2. I will comply with the provisions of this Agreement despite any conflicting provision of this Agreement with the law of any jurisdiction outside Canada.

7) None of these records (including copies of them or notes containing information taken from them) will be left unattended at any time, except under the conditions described in Paragraphs 8, 9 and 10 below. If I am using these records on the premises of the Province I will comply with the Province’s security policies and/or procedures.

1. I will collect, use, disclose, retain, destroy or dispose of information only in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, and the *Document Disposal Act*, R.S.B.C. 1996, c. 99, and supporting operating directives and guidelines covering the administrative, technical, and physical safeguarding of the information (federal or provincial).

I will advise the Province immediately of any actual or suspected Information Incident, including a privacy breach. If the Province’s representative is unavailable, the incident must be reported to the Office of the Government Chief Information Officer by calling the Shared Services BC Service Desk at 250-387-7000 or toll-free at 1-866-660-0811 (available 24 hours a day), selecting Option 3 and stating that an Information Incident is being reported. I will comply with the requirements of the Information Incident Management Process (September 2011, URL: <http://www.cio.gov.bc.ca/local/cio/information_incident/information_incident_management_process.pdf>) as may be amended from time to time.

1. Any copies of the requested records and any notes which contain information taken from them will be kept, in a secure manner, at the following address(es):

***[Enter additional lines if required.]***

They will not be removed from the above premises without the prior written consent of the Province.

1. Physical security at the above premises will be maintained by ensuring that the premises are securely locked, except when one or more of the individuals named in Paragraph 4 are present, as well as by the following additional measures (e.g. locked filing cabinet):

***[Enter additional lines if required.]***

1. Access to the information will be restricted through the use of passwords and other computer security measures that prevent unauthorized access or that trace such unauthorized access, as detailed in Appendix 2 – Data Storage and Security Declaration.

***[Every individual who is named as a researcher in this Agreement – namely, the Primary Researcher and every member of the research team according to Part D (4) – must complete and sign a copy of Appendix 2.]***

# Use and Publication of Information

1. Information contained in the records described in Part B of this form will not be used or disclosed for any purpose other than as described in Part B (including any additional linkages with other information), **nor for any subsequent purpose**, without the express written permission of the Province.

**I have read and understand this clause. Initials of Primary Researcher \_\_\_\_\_\_**

 ***[Leave this space blank. The Primary Researcher will need to handwrite his/her initials into this space when the Province provides copies of the final, approved Agreement for signature.]***

1. Reports, papers or any other works which describe the results of the research undertaken will be written and/or presented in such a way that no individuals in the requested records can be identified and no linkages can be made between any information found in the requested records and information that is publicly available from other sources.

**I have read and understand this clause. Initials of Primary Researcher \_\_\_\_\_\_**

 ***[Leave this space blank. The Primary Researcher will need to handwrite his/her initials into this space when the Province provides copies of the final, approved Agreement for signature.]***

1. Any case file numbers or other individual identifiers to be recorded on computer will be created by myself or one of the persons listed in Paragraph 4 and will not relate to any real case numbers found in the records. Any such identifiers are to be used for statistical purposes only.
2. No case file numbers or other individual identifiers assigned for the purposes of the research project described in Part C will appear in any other work.
3. It is preferred that no information which identifies or could be used to identify the individual(s) to whom it relates will be transmitted by means of any telecommunications device, including telephone, fax or modem. If information is transferred electronically, it must be done according to current government standards as outlined in the Information Security Policy. (Source: <http://www.cio.gov.bc.ca/local/cio/informationsecurity/policy/isp.pdf>)
4. Unless expressly authorized in writing by the Province, no direct or indirect contact will be made with the individuals to whom the information relates.
5. All records described in Part B, or copies of them, will be destroyed at the earliest time at which destruction can be accomplished consistent with the research purpose described in Part C. At the latest (maximum 4 years), this will occur by:

 / /

(yyyy / mm / dd)

***[Leave this space blank unless the Province has agreed to a specific date. Otherwise, the Province will fill in the date prior to providing copies of the final, approved Agreement for signature.]***

19) The destruction of all records, including any found in research notes, will be done in a manner that ensures the records cannot be recreated. If necessary, this will be done by destroying copies of records or pages of notes in their entirety. Destruction of records, including all copies, will be confidential and complete regardless of format to ensure the information is rendered unrecoverable.

 Describe method of destruction:

***[Refer to Appendix 4 for acceptable methods of data destruction. Be as inclusive as you can – if data will be stored (for example) on rewritable media, CDs and in the form of research notes, enter one row for each and specify how you will destroy each format of data. Enter additional lines if required.]***

**Audit and Inspection**

1. In addition to any other rights of inspection the Province may have under this Agreement or at law or pursuant to any legislation, regulation or order, the Province will, at any time and upon reasonable prior notice and during normal business hours (other than in situations where the public body determines in its sole discretion that there is a material risk of disclosure of information databases, in which case no notice is required) be permitted to carry out on-site visits and such other inspection or investigations that it deems necessary to ensure compliance with the conditions of this Agreement. Such measures may include, but are not limited to:
* on-site inspection of premises or computer databases to confirm that stated security precautions are in effect;
* requiring the Primary Researcher to produce an annual or periodic certificate of privacy/security compliance in a form acceptable to the Province;
* requiring the Primary Researcher to submit copies of signed Non-Disclosure Agreements.

## Termination

1. Either party may terminate this Agreement for any reason by giving at least thirty (30) days written notice to the other party. Upon termination of this Agreement, the Primary Researcher must confidentially and permanently destroy all information, and provide written verification that the destruction of all information has been carried out in the form prescribed in Appendix 4 to this Agreement.

## Verification of Destruction of Information

22) The Primary Researcher shall provide the Province with written verification that the confidential and permanent destruction of all information has been carried out by the date specified in this Agreement. The verification must be in the form prescribed in Appendix 4 to this Agreement.

## Submission of Copy of Research Work

23) The Primary Researcher will submit in a timely manner and in a format agreeable to the Province a copy of any work based on research carried out under the terms of this Agreement. A copy of this work must be submitted to the Province upon completion and prior to distribution or submission for review to ensure compliance with the terms of this Agreement and to comment on / amend any possible misinterpretation. **The Province will make every effort to review the research material within 30 days but until Province approval has been received, the researcher is prohibited from releasing the materials.** In the case of incomplete projects, the latest draft must be submitted to the Province.

**I have read and understand this clause. Initials of Primary Researcher \_\_\_\_\_\_**

 ***[Leave this space blank. The Primary Researcher will need to handwrite his/her initials into this space when the Province provides copies of the final, approved Agreement for signature.]***

24) The Primary Researcher will make available, upon request, written procedures for processing, accessing, transmitting, storing and disposing of information.

## Ownership

25) The records described in Part B will:

 (a) be the exclusive property of the Province; and

 (b) be delivered by the Primary Researcher to the Province in a timely manner after the Primary Researcher receives a written request from the Province for the delivery of the Material.

**I have read and understand this clause. Initials of Primary Researcher \_\_\_\_\_\_**

***[Leave this space blank. The Primary Researcher will need to handwrite his/her initials into this space when the Province provides copies of the final, approved Agreement for signature.]***

A copyright notice outlining document protections under the federal *Copyright Act* is attached as Appendix 3 to this Agreement.

26) The research carried out under the terms of this Agreement, as well as the resulting reports, papers or any other works which describe the results of the research, will be the exclusive property of the Primary Researcher provided the products do not include individual identifiers or allow for individuals to be identified.

**Agreement to the Terms and Conditions**

27) I understand that I am responsible for ensuring complete compliance with these terms and conditions. In the event that I become aware of a breach of any of the conditions of this Agreement, I will immediately notify the Province in writing.

Contravention of the terms and conditions of this Agreement may lead to the withdrawal of research privileges. The Province may also take legal action to prevent any further disclosure of the information concerned.

The Province reserves the right to demand the immediate return of all records and to withdraw access to records without prior notice if this becomes necessary under the *FOIPPA*, the *School Act* or any other relevant legislation.

I accept that the expiry date for access to the records is the date listed in Part D. In the event I wish to continue working with the records (including my own research notes) past the expiry date, I understand that:

1. I must submit a request for amendment to extend the expiry date;
2. it must include an explanation as to why additional time is required; and
3. the request for amendment must be received by the Ministry of Education at least 30 days prior to the expiry date.

***[The Primary Researcher and Witness must sign and date this section on the same day.]***

Signed at , this day of , 20 .

Signature of Primary Researcher Signature of Witness

 Name and Position of Witness

**PART E - Approval of Terms and Conditions** (to be completed by a Representative of the Province)

The Province approves the terms and conditions of this Agreement under which the Province grants access to the Personal Information.

Name of Province Representative

Signature

Position

Date

***[One copy of this Non-Disclosure Agreement must be completed for EVERY individual who is named as a researcher in this Agreement – namely, the Primary Researcher and every member of the research team according to Part D (4). Please copy-paste this page into the RA as many times as necessary.]***

**Appendix 1 – Non-Disclosure Agreement**

I, (Insert Full Name) solemnly declare that I will not disclose to any person, company or organization/entity any information (the information) disclosed for (*project title*) or that I may come in contact with as a result of my participation with (*project title)* except as expressly authorized in writing by the Province.

I acknowledge that I have read and will abide by the terms and conditions respecting the use and security of the information contained in the Agreement between the Primary Researcher and the Province for the project entitled: (*project title) .*

I will report any and all requests, demands or requirements by foreign entities made upon me or my employer for disclosure of the information to which I may have access to the Chief Information Officer, Information and Technology Management Branch, the Ministry of Education,and the Office of the Government Chief Information Officer.

I have read, acknowledge and understand the provisions of the *Freedom of Information and Protection of Privacy Act* (*FOIPPA*), including but not limited to [sections 30, 30.1, 30.2, 30.3, 30.4 and 35](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_03#section30) and, by my signature, agree to adhere to these provisions. I acknowledge that a breach by me of any of those sections could result in the penalties as outlined in [section 74](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_06#section74) being applied against myself or the Primary Researcher as may be appropriate through process of law. I also acknowledge that a breach by me of this or any other relevant legislation will also be deemed a breach of the Agreement and may result in its immediate termination.

I make this declaration knowing it is of the same legal force and effect as if made under oath.

Name (Type or Print) Signature

Title Date

Organization

#### *[One copy of this Data Storage and Security Declaration must be completed for EVERY individual who is named as a researcher in this Agreement – namely, the Primary Researcher and every member of the research team according to Part D (4). Please copy-paste this page into the RA as many times as necessary.]*

#### Appendix 2 – Data Storage and Security Declaration

I, (Insert Full Name) solemnly declare and certify that all information (the information) disclosed for (*project title*) or that will be generated as a result of (*project title*) will be stored and accessed in accordance with the standards below:

1. If there is more than one user of the computer(s) on which the information will be accessed and/or stored, a separate user profile and access password has been set up solely for use when working on the information.
2. The screen saver has been set to time out after no more than 15 minutes of inactivity.
3. The screen saver requires a password for re-activation.
4. The Operating System (OS) is up-to-date with security patches and service packs.
5. The computer is installed with active anti-virus software.
6. The anti-virus software is configured to receive updates regularly.
7. A full computer virus scan is set to run on a weekly basis.
8. A software-based and/or a hardware firewall is in use.
9. The Internet browser has up-to-date security patches.
10. Locally installed, standalone office productivity applications are being used to work on the information.
11. The applications are kept up-to-date with security patches.
12. There is a secure storage area (e.g., filing cabinet, safe, room) to protect devices, paper and/or other media containing the information, as described in Parts D (9) and D (10).
13. If the information is stored on a portable device when using the computer, it will be encrypted (e.g., encrypted USB flash drive).
14. If it is necessary to store information locally on the hard drive of the computer, it is stored in a separate encrypted folder or in a virtual encrypted disk which has been set up for this specific purpose.
15. The Primary Researcher and research team (as defined in Part D (4)) are the only parties able to access the encrypted folder or the encrypted virtual disk.
16. The computer has specialized file deletion software or a built-in utility in the operating system so that the information can be securely deleted no later than the expiry date specified in Part D (18).
17. If a home wireless network is in use, the password used to access and configure the wireless router/firewall has been changed from the default.
18. If a home wireless network is in use, WPA2-Personal (preferred) or WPA-Personal encryption is being used for the wireless connection.
***[See*** [**http://tinyurl.com/homeencryption**](http://tinyurl.com/homeencryption) ***for more information.]***
19. I will access the information only when I am physically in Canada, and will store information only in Canada, in compliance with *FOIPPA* Part 3, Division 1, [Section 30.1](http://www.bclaws.ca/EPLibraries/bclaws_new/document/LOC/freeside/--%20F%20--/Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act%20RSBC%201996%20c.%20165/00_Act/96165_03.xml#section30.1) (“Storage and access must be in Canada”).

I make this declaration knowing it is of the same legal force and effect as if made under oath.

Name (Type or Print) Signature

Title Date

Organization

**Appendix 3 – Notice of Copyright**

The records you have requested under the terms of this Agreement are being provided to you in accordance with the *Freedom of Information and Protection of Privacy Act (FOIPPA)*.

These records are protected by copyright under the federal *Copyright Act*. Reproduction of these records or any portion of them is prohibited except as authorized by the *Copyright Act*.

Where the *Copyright Act* does not authorize reproduction, permission from the copyright holder must be obtained prior to any reproduction (including posting on the Internet) of these records or any portion of them.

If, for any purpose other than one that is authorized by the *Copyright Act*, you wish to reproduce a record or a portion of a record that is subject to Crown copyright, you must send a Copyright Permission Request to the Province’s Intellectual Property Program.

Core Policy regarding Crown Copyright and Disposal of Intellectual Property is available on the internet at: <http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1634e>

The Copyright Permission Request Form is available on the internet at: [http://www.prov.gov.bc.ca/com/copy/req](http://www.gov.bc.ca/com/copy/req)

For further information specific to Crown Copyright, please contact:

Intellectual Property Program

3-844 Courtney Street

PO Box 9493 Stn Prov Govt

Victoria, British Columbia

V8W 9N7

Telephone: 250-356-0772

***[Once all information has been destroyed, the Primary Researcher must complete and sign this document. The information must be destroyed, by the agreed methods, no later than the expiry date stipulated under Part D (18) of this Agreement.]***

#### Appendix 4 – Verification That All Information Has Been Destroyed

I, (Insert Full Name) solemnly declare and certify that all information (the information) disclosed for (*project title*) or that was generated as a result of (*project title*) has been confidentially and permanently destroyed in accordance with the standards below.

### Paper Records

Paper records must be destroyed in a manner that ensures the information cannot be read, deduced or reconstructed in any way.

Shredding is the most common method of destroying paper records. Records should be shredded in strips of 1 centimeter wide or less. Records may also be crosscut, re-shredded or mixed to ensure information cannot be reconstructed and read. After shredding or crosscutting, the resulting material may be recycled or pulped. Paper records may also be burned as a destruction method.

Paper records must not be destroyed using office recycling.

**Microforms and Computer Magnetic Media**

Microfilm, microfiche, magnetic computer tapes, compact disks and diskettes must be destroyed in a manner that ensures the information contained in the media cannot be reconstructed.

Burning is considered the most effective method of destroying microforms, magnetic tapes and compact disks and diskettes. Information on magnetic media may also be destroyed by reformatting or degaussing.

**Online Electronic Data**

Electronic data located online (on a database or network) should be deleted, including all backups in all formats and the storage medium reformatted or “wiped” such that the data cannot be reconstructed.

Electronic data includes: data located in applications files (such as word processing documents, spreadsheet workbooks, presentation slides, and so on); textual or imaged data maintained on databases; data in typographical, video, and/or audio formats contained on web-sites; and any other type of online electronic data.

When maintenance requires equipment containing the information to be released to an outside service provider or vendor, all information should first be securely removed or encrypted.

I make this declaration knowing it is of the same legal force and effect as if made under oath.

***[The Primary Researcher and Witness must sign and date this section on the same day.]***

Name (Type or Print) Signature

Title Date

Organization

Witness Name Witness Signature

Witness Position and Organization Date