What you need to know about Data and Material Transfer Agreements (DTA/MTA) at Nova Scotia Health (NSHealth).

Some research protocols require transferring materials or data from **NSHealth** to another party ("**Recipient**"). For purposes of this document, **NSHealth** and the **NSHealth** Investigator will be referred to as the "**Provider**". This research may be:

- Initiated by investigators conducting research at Nova Scotia Health who are collaborating with an investigator at another institution or an outside third party (i.e., lab, database management company etc.);
- Required as part of a NSHealth investigator's participation in research studies which are lead by investigators outside **NSHealth** or
- Requested by an outside party.

Recipients may include any individual, institution (academic, non-profit), or industry, not physically located at **NNSHealth** or part of the Nova Scotia Health Authority (**Please note: this also pertains to any transfer to Dalhousie.**). Recipients may be located in Canada or elsewhere. In order to ensure that the appropriate terms and conditions regarding this transfer are in place and agreed to by all parties involved, a Data or Material Transfer Agreement may be required. All non-employee Researchers and **NSHealth** plus the Recipient are parties and signatories to these agreements.

DTA/MTAs are an important and required aspect of the management of research involving human data and samples. These agreements ensure that clear terms are established to address the legal and ethical requirements for the following issues:

1. **The protection of patient privacy.**
    a. Privacy legislation limits the sharing of personal health information (identifiable or likely to be identifiable health information) leaving **NSHealth** or being provided to someone other than the Custodian of the health information.
2. **The protection of the confidentiality of the research and findings.**
    a. It is also important to consider and ensure the protection of non-identifiable information relating to the Materials or data. Agreements will contain confidentiality clauses limiting the recipient's ability to use the materials or data, protecting future academic publishing by the Provider or future commercialization.
3. **The data or material has been or will be or has to potential to be commercialized.**
    a. Agreements will help protect the rights in Investigators' or **NSHealth**'s Intellectual Property to allow for possible future commercialization.
4. **There are Third-Party Rights in the material or data (i.e. sponsor rights).**
    a. These rights should be indentified and protected within an agreement with the recipient.
5. **Establish the obligations of the Recipient including providing a progress report on the use of the material or data when required.**

a. The Provider may request updates on the applications and results of the material or data or may require the provision of services within certain deadlines as required for the research

6. **Establish the Recipient's rights to access the final Data**
    a. Confirmation of appropriate use by the Recipient and potential access to the final dataset by the Recipient when appropriate.
7. **Appropriate acknowledgement is required in publications if data/materials used by recipient.**
    a. Standard academic citation and referencing of the Provider (**NSHA** Investigator) is covered by each of these agreements.
    b. Inclusion of terms regarding potential collaboration and approval regarding final results publication and dissemination.
8. **Financial returns and details.**
    a. To avoid future concerns, the agreement should set out what, if any, funds are being provided by the Provider or Recipient as a financial return for data, materials or to cover the costs associated with such transfer.
9. **Protection from Liability where the Recipient is an Industry Partner.**
    a. Agreements should be in place for the transfer of Materials and Data to industry to ensure there is a legal limitation on liability for Providers for the recipient's future use of the materials, its inclusion in a product (if applicable), or the future use of the data being provided. Without this, the investigator and/or **NSHA** could face liability arising from the recipient's use of the material or data.
10. **Accountability and Compliance**
    a. Ensure that all parties are aware of and in compliance with Institutional, Provincial, and Federal laws, policies, regulations and requirements.
    b. This includes compliance with Hospitals Act requirements which prohibit physicians from destroying tissue removed during surgery or curettage in a hospital and require that all tissue removed during surgery be forwarded to the lab for (at minimum) a gross examination.

If you are sending data or materials outside of **NSHA** and the terms of such transfer are not covered in a Contract please complete the DTA/MTA Intake form and send to ResearchContracts@nshealth.ca . There are a number of agreement templates currently in use, Jthe Contracts Team will prepare and provide the one most appropriate for your research study. Alternatively, the Recipient institution may provide a transfer agreement template for consideration. Please also send this to ResearchContracts@nshealth.ca for review and approval.