



SERVICE CONTRACT

Design of a research file for the "Predicting the ..." research project

THE INSTITUTE

THE CLIENT

<p>The Institut de la statistique du Québec, a body legally instituted under the <i>Act respecting the Institut de la statistique du Québec</i> (chapter I-13.011), having its head office at 200 chemin Sainte-Foy, 5th Floor, Québec, QC G1R 5T4</p>		<p>Professor</p>	
<p>Project manager: Research Data Access Services</p>		<p>NEQ (if a corporation): Contract Administrator:</p>	
Phone number:	Email:	Phone number:	Email:

The Institute agrees to provide the services described below. This contract and the related documents constitute the contract between the parties for all legal purposes. In the event of a conflict, the provisions of this contract will take precedence.

1. PURPOSE:

- Contract carried out as part of the mandate assigned to the Institut de la statistique du Québec respecting access to data for research purposes and involving the design of a **Research File** in its capacity as agent of the MSSS and/or RAMQ and the granting of a licence to use and process the **Research File** made available by the Institute via the Research Data Access Point;
- An access contract for use of the **Research File** will be included as part of the licence granted;
- Authorization by the CAI dated, reference number (Appendix B);
- Authorization by MSSS dated (Appendix C);
- Authorization by the RAMQ dated (Appendix D);
- Authorization by (Appendix E);

2. OBLIGATIONS OF THE INSTITUTE and DESCRIPTION OF SERVICES

The Institute undertakes to:

- 2.1. Produce the **Research File** specific to the client's project in accordance with the CAI authorization and the technical specifications drawn up in collaboration with the client as part of the "Predicting ..." research project, the main steps of which are described below:
- 2.2. Perform file matching between a file provided by the researcher and the FIPA health insurance registry in order to extract the information authorized by the CAI for the research project;
 - 2.2.1.1. The file provided by the researcher for matching purposes will contain identifying information on approximately xxx individuals who visited a hospital between date , and date , with :
 - 2.2.1.2. For each individual in the cohort, the following information will be provided: unique research identification number, health insurance number (HIN), last name, first name, date of birth, sex and date of emergency room visit, as well as any other information deemed necessary by ISQ.
 - 2.2.2. Extract the information for each individual in accordance with the authorizations granted by the CAI, MSSS and RAMQ for a period extending from ... to... . The list of variables to be transmitted to the client is listed in Appendix 1 of the attached CAI authorization (Appendix B).
 - 2.2.3. Prepare a remote-access Research Data File (RDF) for the researcher
- 2.3. Provide access to the Research File as per the Research File Access Contract;
- 2.4. Comply with the terms and conditions set out in Appendix A.

3. OBLIGATIONS OF THE CLIENT

The Client agrees to:

- 3.1. Provide the Institute with such information, approvals and instructions as may be necessary or appropriate to enable the Institute to fulfill its obligations without undue delay;
- 3.2. Comply, where applicable, with the authorization by the Commission d'accès à l'information (file number 111 11 11-S) as well as the MSSS, RAMQ and DPS authorizations, and declare that it has received a copy thereof (Appendices B to G);
- 3.3. Pay the amount provided for in the contract as per the terms and conditions set out therein;
- 3.4. Comply with the terms and conditions set out in Appendix A.

4. CONTRACT TERM:

4.1 This contract is effective from August 1, 2021, to December 31, 2022.

5. COSTS**5.1 Rate contract**

The total amount (excluding any taxes) to be paid for the performance of this contract cannot exceed twenty-six thousand nine hundred seventy-three dollars and forty-four cents.

- a) The Institute must be paid in accordance with the prevailing rates for work or services rendered under this contract;

Institute rates effective April 1, 2021, to March 31, 2022			
Classification	Daily rate*	Number of days	Total
Professionals	832 \$	XX	\$12,345.89
Grand total			\$12,345.89

*Daily rate includes seven (7) hours of work per day. Pricing is subject to indexed adjustment.

- b) When fees and costs incurred reach:

- Eighty percent (80%) of the total and maximum amount, the Institute must issue a notice for the work performed under this contract;
- One hundred percent (100%) of the total and maximum amount, the Institute must cease all work and notify the Client.

6. PAYMENT TERMS

The total amount provided for the full and complete performance of this contract is payable by the Client upon presentation of an invoice as follows:

- a) \$1, 234 upon the signing of this contract;
- b) The balance of the total amount to be paid to the Institute upon completion of the work (or after delivery of the **Research File**), which shall be no later than December 31, 2022.

7. QUÉBEC SALES TAX AND GOODS AND SERVICES TAX**Taxable services**

This contract is taxable under the provisions of the *Excise Tax Act* (R.S.C. 1985, c. E-15), hereinafter referred to as "GST," and the provisions of the *Act respecting the Québec sales tax* (CQLR, chapter T-01), hereinafter referred to as "QST."

8. CONDITIONS

- a) The services cannot be subcontracted.
- b) The general terms and conditions are described in **Appendix A** and form an integral part of this contract as if set out at length.

9. NOTICE AND COMMUNICATION

- 9.1. In order to be valid and binding on the parties, any notice or communication required under this contract must be in writing and transmitted via a means that provides proof of receipt at a specified time;
- 9.2. Any notice or communication of information required to be given under this contract must be addressed to the representatives;
- 9.3. The parties hereby designate the following persons as their representatives:

For the Institute: Patricia Caris
 General Manager, SMAD (methodology and data access)
 Institut de la statistique du Québec
 Phone: 418-111-2222
 Email: name.first@stat.gouv.qc.ca

For the Client: Dr. XYZ
 Principal Investigator
 Ottawa, ON K1H 8L1
 Phone: XXXX
 Email:

The day of the month of 2021.

The day of the month of 2021.

INSTITUT DE LA STATISTIQUE DU QUÉBEC

CLIENT

NAME CHIEF STATISTICIAN	NAME RESEARCHER

Document de travail

1. Definition

Service contract: Agreement signed by the parties for the performance of professional services, within the meaning of the *Act respecting contracting by public bodies* (CQLR, chapter C-65.1).

The Client: Individual, entrepreneur, company or corporation

2. Laws and Regulations

In executing this contract, the Institute undertakes to abide by the applicable contract performance laws and regulations in force in Québec. The Institute assures the Client that it holds all permits and authorizations required for the performance of the contract and agrees to keep them in effect for the duration of the contract.

3. Audit

Claims for payment arising from the performance of this contract may be audited by the Comptroller of Finance who, for this purpose, has all the powers provided for in the *Act respecting public inquiry commissions* (CQLR, chapter C-37), including the power to examine all records and documents he or she deems useful for the purpose of such audit.

4. Collaboration

The Institute undertakes to cooperate fully with the Client, the organizations for which it is the mandatary and the Commission d'accès à l'information in the performance of the contract and to take into account all instructions and recommendations regarding how the work entrusted to it is to be prepared and carried out.

5. Intellectual Property**Copyright**

- 5.1 Information communicated by the MSSS, RAMQ or another organization remains their property. They hold the copyright to it;
- 5.2 The work carried out under the terms of this contract, namely the **Research File**, is a new work created by the Institute and belongs to the Government of Québec;
- 5.3 The Client is granted a non-exclusive, non-transferable and revocable licence to use and adapt, in whole or in part, for non-commercial purposes, the work produced under this contract, namely the **Research File**, accessible only on the agreed terms, for the purposes of the project and as permitted by law;
- 5.4 Any consideration for the copyright licence granted under this contract must be included in the compensation provided for herein.
- 5.5 The Client must indicate the following in any reproduction, adaptation, publication, communication to the public or dissemination of results generated by using file XXXX: "compiled using data from the © Government of Québec."

6. Confidentiality

- 6.1 The parties to the agreement acknowledge that in the course of carrying out their obligations hereunder, they may receive information deemed confidential;
- 6.2 The parties to the agreement agree to comply with all applicable laws regarding information and confidentiality;
- 6.3 The parties agree to take all protection and security measures necessary to maintain the confidentiality of the information;
- 6.4 The parties agree not to disclose the information or cause it to be disclosed by any means whatsoever if such disclosures make it possible to link the information to a specific person, company, organization or association;
- 6.5 The parties agree to keep such information strictly confidential and not to disclose it to any other person or make any use of it, other than in connection with this contract, without the written consent of the party concerned;
- 6.6 In the event of a breach of any of the obligations set out in this confidentiality clause, the parties agree to inform the other party of the breach as soon as possible.

7. Termination

- 7.1 The parties reserve the right to terminate the contract for all legal purposes for any of the following reasons:
 - a) A party fails to fulfill any of the terms, conditions or obligations required under the contract;
 - b) Any reasonable and justifiable dissatisfaction with the collaboration agreed to under the contract;
 - c) Any other reasonable administrative grounds.

To terminate the contract, the party must give written notice of termination to the other party setting out the reason for the termination. If the reason for termination is as set out in paragraph a), the party having received the notice must

remedy the situation within thirty (30) days, failing which this contract will be automatically be terminated upon expiry of said period. In the case of a termination with cause under paragraphs b) or c), termination will take effect as of the date of receipt of such notice.

The Institute will then be entitled to the fees, disbursements and amounts representing the actual value of the services rendered up to the date of termination in accordance with this contract without any further compensation or indemnity whatsoever;

- 7.2 If the Institute has received sums from the Client for work not yet performed as of the date of termination of the contract, the Institute must return such sums to the Client within sixty (60) days of the contract termination date.

8. Contract Assignment

The rights and obligations herein may not be assigned in whole or in part without the Client's written consent.

9. Contract Amendment

Any amendments to the contract must be put in writing in an addendum signed by the parties.

10. Retention of certain clauses

Clauses 5 and 6 of this Appendix shall survive the termination or expiration of this contract.

Document de travail

Parties' initials _____
