

## Conditions of Access

Toronto District School Board ("TDSB")

AND

\_\_\_\_\_ (the "Researcher")

**Research/Study Title:**

**Location:**

**Whereas TDSB stipulates certain conditions and guidelines in respect to external adults working with children and youth as vulnerable populations, the Researcher agrees to the following terms:**

**Operational Procedure** The Researcher will abide by the guidelines stated in the research application.

**Performance by Specified Individuals Only** The Researcher agrees that to the extent that specific individuals fulfilling the roles named in the research application as being responsible for the provision of the project, only those individuals shall conduct the project. The Researcher shall not replace or substitute any of the individuals named in the research application or shall not make any changes to the designated contact person set forth in the application, without the prior written consent of TDSB, which may not arbitrarily or unreasonably be withheld. In the event that the Researcher requires the substitution or replacement of any individuals named in the research application, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the application.

**Police Reference Check ("PRC") – Standard -** Date introduced to the TDSB PRC Office: \_\_\_\_\_ (if available at the time of signing). The Researcher guarantees that they have a valid police reference check that is in compliance with the standard check used by TDSB. **To comply with this requirement, the Researcher shall work directly with: TDSB Police Reference Check Office (416) 393-0759, 17 Fairmeadow Ave., Room 107, Toronto, Ont. M2P 1W6.**

**Duty to Report Child Abuse and Neglect** The Researcher shall remain vigilant about child neglect and abuse. In the event that the Researcher reasonably suspects that abuse or neglect of a child has occurred or is likely to occur, the person will forthwith report their suspicions to a Children's Aid Society pursuant to section 125 of the *Child, Youth and Family Services Act, 2017*, S.O. 2017, c. 14, Sched. 1.

**Compliance with *Smoke-Free Ontario Act*** The Researcher shall comply with the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c. 26, Sched. 3 and ensure that they do not smoke on and in any of TDSB properties, including schools, offices, administrative buildings, warehouses, other TDSB facilities, and non-TDSB vehicles on TDSB property(ies), and in all public areas within 20 meters of TDSB property(ies) and TDSB facilities.

**Access to the School Site** Where the Researcher is required to access school sites during regular hours of school operation, the Researcher shall contact the school office upon arrival for further instruction. The Researcher shall ensure that they obtain clearance from the school

Principal or his/her designate to gain access during the hours in which the site is occupied with students.

**COVID-19 Response** The Researcher shall comply with all applicable health, safety and access guidelines, measures, directives and protocols provided by TDSB, school Principal or his/her designate, City of Toronto Public Health Unit, Ontario Ministry of Education, Ontario Ministry of Health, Public Health Ontario and/or other public health agencies while being on and in any of TDSB's property, including schools, offices, administrative buildings, warehouses and other TDSB facilities. The parties agree that the Researcher shall not distribute any materials and equipment unless such distribution is approved in writing by TDSB.

**Use and Access Restrictions** The Researcher acknowledges that unless the Researcher obtains specific written pre-authorization from TDSB, any access to or use of TDSB's property, technology or information that is not necessary for the performance of its research study is strictly prohibited. The Researcher further acknowledges that TDSB may monitor the Researcher to ensure compliance with this section. This section is in addition to and shall not limit any other obligation or restriction placed upon the Researcher.

**Termination of Privileges** The Researcher acknowledges that access to the school premises may be terminated at any time to the sole and unfettered discretion of the Principal or TDSB.

**ACCEPTED**

**Researcher Name:**

*[signed on behalf of research team]*

**Date:**

## APPENDIX A PRIVACY AND CONFIDENTIALITY AGREEMENT

The Researcher(s) acknowledge(s) that certain information will be disclosed as part of this research project orally and in writing. All information of any kind disclosed by TDSB shall be considered confidential regardless of whether it is marked or designated such and shall only be used and/or disclosed as provided in this Privacy and Confidentiality Agreement.

1. The Researcher(s) agree(s):
  - (a) to hold any information furnished through the project in the same manner that it holds its own confidential and proprietary information;
  - (b) to keep and treat the information confidentially;
  - (c) limit disclosure of any TDSB information to only those individuals who have a need to know such information in connection with research project, and only for that purpose;
  - (d) advise those individuals of the proprietary nature of the TDSB information and of the obligations set forth in this Privacy and Confidentiality Agreement and require such individuals to keep the TDSB information confidential;
  - (e) keep all TDSB information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by the Researcher(s) in safeguarding their own information;
  - (f) except as otherwise provided in this this Privacy and Confidentiality Agreement, not to permit any other person or entity to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other person or entity.
2. **Use of TDSB Information.** Unless written consent is otherwise granted by TDSB, the Researcher(s) shall restrict disclosure of any information disclosed to the Researcher(s) through this research project to those individuals with a need to know such information. All such individuals shall be notified of the confidential nature of such information and shall agree to treat the information in accordance with the requirements of this Privacy and Confidentiality Agreement. No other right or license, whether expressed or implied, in the TDSB information is granted to the Researcher(s) hereunder. Title to the TDSB information will remain solely in TDSB.
3. **Notice of Breach.** The Researcher(s) shall notify TDSB immediately upon discovery of any unauthorized use or disclosure of the TDSB information by the Researcher(s) or any other person associated with the Researcher(s), or any other breach by the Researcher(s) or any other person associated with the Researcher(s), and will cooperate with efforts undertaken by TDSB to help TDSB regain possession of the TDSB information and prevent its further unauthorized use.

**ACCEPTED**

**Researcher Name:**

*[signed on behalf of research team]*

**Date:**