**Background**

[Name of researcher] of [insert address] (**Researcher**) is conducting a study into [insert details] (**Study)** as per the details provided in the New Zealand Rugby Union Incorporated (**NZR**) Medical and Science Advisory Panel (**MSAP**) application date submitted [dd/mm/yyyy] and ethics approval provided on [dd/mm/yyyy]. The Researcher wishes to receive the Data (as described below) from [Entity] for research purposes. [Entity] has agreed to provide the Researcher access to the Data to assist in the completion of the Study.

**Access to the Data**

[Entity] will provide the Researcher access to the following anonymised and aggregated data fields:

* [field name/description]
* [field name/description]
* [field name/description]
* [field name/description]

(together the “**Data**”)

**The Researcher agrees that they:**

1. must use the Data only for the purpose for which it is provided, namely **[insert description of specific use of data – reference MSAP approved research proposal document]** (**Permitted Purpose**);
2. must comply at all times with all relevant laws in relation to the collection and use of the Data and must not breach or cause [Entity] to breach the Privacy Act 2020 (**Privacy Act**);
3. must not sell, disclose, or otherwise transfer the Data to any third parties;
4. must not duplicate, reproduce or record the Data other than to the extent necessary for the Permitted Purpose;
5. must adopt appropriate technical and organisational security measures to ensure that the Data in their possession is protected against unauthorised access and disclosure;
6. shall immediately advise [Entity] in writing of any misappropriation, wrongful disclosure or misuse by any person of the Data of which the Researcher becomes aware;
7. will indemnify [Entity] against any claim, loss, cost, expense, damage or liability whatsoever brought against it arising directly or indirectly out of or in relation to a breach of this Agreement by the Researcher or any person for whom the Researcher is responsible, including any loss that [Entity] suffers in connection with the use or disclosure of the Data by the Researcher or any person for whom the Researcher is responsible, as a result of any failure by the Researcher to comply with the Privacy Act;
8. must cease to use the Data if [Entity] advises that it has been notified by a regulator of the Privacy Act that the collection, use, disclosure or handling of Data is under enquiry or investigation; or if the Researcher is so notified directly;
9. must ensure any externally published information in relation to the Study must only reference anonymised Data and must not include any individual player data or otherwise ensure that individual players cannot be identified;
10. shall, before publishing or disclosing in whole or in part any report on the Study, provide a copy to [Entity] for review to ensure any use of the Data is appropriately aggregated and anonymised and shall only publish that report after [Entity] has granted prior written approval of the Data being appropriately aggregated and anonymised;
11. will suitably recognise and acknowledge [Entity] in all presentations and publications relating to the Study. Such recognition and acknowledgement must be approved in advance by [Entity] and once approved, only be used in the pre-approved form;
12. shall submit copies of all material to be published relating to the Study to [Entity];
13. shall not make any announcement, press or public statement in relation to the Study without the prior written consent of [Entity] prior to the Study being published, such consent not to be unreasonably withheld. Where publication has been completed, the publishing of any additional data related to the Study which is not in the public domain will require the prior written consent of [Entity], such consent not to be unreasonably withheld; and
14. must ensure the Data is stored solely in the secure electronic share file provided by [Entity] to the Researcher of the purposes of the Study and is not stored in any other manner. Only the Researcher and [Entity] will be able to gain access to this Data. Data obtained as a result of the Study will be retained for a period of 5 years in the secure file. Any personal information held on participants (such as contact details, personal information that would enable the identification of the participant, audio or video files) will be securely destroyed at the completion of the data analysis and every attempt will be made to ensure the Data is de-identified and anonymous.

The Researcher agrees to comply with the terms and conditions set out in this Agreement and further the Researcher acknowledges that any and all costs associated with the Researcher’s access to the Data will be the sole responsibility of the Researcher.

The Researcher acknowledges that the Data supplied by [Entity] is and shall remain the absolute property of [Entity]. Any Data, in whatever form, including all copies of such Data, shall be promptly destroyed by the Researcher upon written request from [Entity] for any reason.

**Signed by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Date:**