# Sample Data Sharing Agreement

**Data Sharing Agreement Template**

Data Provider Agency:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Data Recipient Agency:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PURPOSE:**

**[DATA PROVIDER]** and **[DATA RECIPIENT]** are entering into an agreement on **[DATE]** for the purpose(s) of: **[Please provide brief description of how these data will be used, and what the data being shared are being used to accomplish.]** This agreement will terminate on **[DATE].**

**DATA ELEMENTS:**

**[DATA PROVIDER]** will provide the following information to **[DATA RECIPIENT]: [Please provide a brief description of the data source and the exact data fields to be shared]**

The above-specified data elements will be shared by **[DATA PROVIDER]** to **[DATA RECIPIENT]** on a one-time/recurring basis. **[Please describe whether data will be shared once or periodically over time. If periodically, please describe the frequency in which data will be shared or the process/protocols to determine frequency.]**

**AGENCY REPRESENTATIVES**

**[DATA RECIPIENT]** will identify the following staff to serve as their “data custodian.” The data custodian will have access to the specific data elements identified above, as shared by **[DATA PROVIDER]**. **[Please list staff first name, last name, position, phone, and email as well as identify whether they are the designated data custodian or, if applicable, a possible alternate.]**

This identified data custodian(s) from **[DATA RECIPIENT]** will be responsible for:

1. Receiving the above-specified data elements from **[DATA PROVIDER]**
2. Ensuring that the data are kept secured and that access to and use of the data are consistent with the terms of this agreement.
3. Reporting any compliance issues or data breaches to the **[DATA PROVIDER]** in accordance with the terms established in this Agreement.

**[DATA PROVIDER]** will identify the following staff to serve as their “data administrator” and alternate points of contact. The data administrator will transmit the specific data elements identified above to **[DATA RECIPIENT]**. Alternatives are possible and are also identified below. **[Please list staff first name, last name, position, phone, and email as well as identify whether they are the designated data administrator, if applicable, a possible alternate.]**

This identified data administrator(s) from **[DATA PROVIDER]** will be responsible for:

1. Transmitting the above-specified data elements to **[DATA RECIPIENT]** or granting appropriate access to the designated data custodian.
2. Ensure that the data transmitted to the **[DATA RECIPIENT]’s** agency are consistent with the purpose and terms of this agreement.

All communication between the designated data administer and designated data custodian shall: **[Please describe the standard process for communication between parties; e.g., be providing in writing through email.]**

**DATA SECURITY AND CONFIDENTIALITY**

**[DATA PROVIDER]** and **[DATA RECIPIENT]** will establish appropriate administrative, technical, procedural and physical safeguards to assure the confidentiality and security of the shared data elements through the following agreements:

1. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in this Agreement.
2. **[DATA PROVIDER]** will establish and implement secure data transmission to **[DATA RECIPIENT]** by: **[Please describe the process in which data will be transmitted between the two parties. How will data be shared? Will this transfer occur physically or electronically? What security protocols are in place to maintain confidentiality?]**
3. **[DATA RECIPIENT]** will establish the following safeguards to maintain the security and confidentiality of the specified data elements: **[Please describe how the DATA RECIPIENT will maintain confidentiality and security. What protocols will be in place? How will the data be stored?]**
4. The specified data elements provided in this agreement are subject to the laws applicable to the **[DATA RECIPIENT].** Accordingly, **[DATA RECIPIENT]** agrees to maintain, store, protect, archive and/or dispose of the specified data elements in accordance with applicable law.
5. **[DATA RECIPIENT]** and **[DATA PROVIDER]** will follow standard protocols and procedures for the use, management, and custodial responsibilities of data elements that are HIPAA protected.
6. **[DATA RECIPIENT]** will not release data to a third party without prior approval from **[DATA PROVIDER].**
7. Data transferred to **[DATA RECIPIENT]** by **[DATA PROVIDER]** shall remain the property of **[DATA PROVIDER].** Accordingly, **[DATA RECIPIENT]** agrees that at the termination of this contract, all specified data elements shared by **[DATA RECIPIENT]** will be: **[Please describe process for how data will be returned to [DATA PROVIDER] or describe the process for destroying shared data elements. Consider the time period for when data needs to be returned or destroyed.]**
8. If at any time **[DATA RECIPIENT]** or **[DATA PROVIDER]** determines that there has been a breach of security protocols or violation of this Agreement, both Parties shall promptly take reasonable steps as are necessary to prevent any future breaches including: **[Please describe the process for responding to a data breach or security violation.]**

**REPORTING OF DATA USED IN PUBLICATIONS AND PRESENTATIONS**

**[DATA RECIPIENT]** will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained by the **[DATA PROVIDER]** without prior approval from **[DATA PROVIDER.]**

**[DATA RECIPIENT]** agrees to allow **[DATA PROVIDER]** no more than **[##]** days to review and provide comment for consideration on papers, reports, publications, or presentations that **[DATA RECIPIENT]** plans tosubmit for publication or presentation. **[Consider if there are any restrictions on how the data or data findings can be used.]**

**SIGNATORIES**

The undersigned individuals represent that they have competent authority on behalf of their respective agencies to enter into the obligations set out in this Agreement. Signature indicates that an understanding of the terms of this Agreement and an agreement to comply with its terms, to the extent allowed by law.

**DATA PROVIDER**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATA RECIPIENT**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**