Name

DATA SHARING AGREEMENT

Between

Name

And

Additional Name (if applicable)

1. **ENTITIES RECEIVING AND/OR PROVIDING, AND/OR ACCEPTING DATA**

ENTITY RECEIVING OR ACCEPTING DATA: NAME

OFFICE: e.g. department

CONTACT PERSON: Name

TITLE: Position

ADDRESS: XXXXXXX

 XXXXXXX

PHONE NUMBER: (XXX) XXX-XXXX

EMAIL: XXXX@XXXXXX.XXX

FAX NUMBER: XXXX

ENTITY PROVIDING DATA: NAME

CONTACT PERSON: NAME

TITLE: Position

ADDRESS: XXXXXXXXXXXXX

 XXXXXXXXXXXXX

PHONE NUMBER: (XXX) XXX-XXXX

EMAIL: XXXX@XXXXXX.XXX

FAX NUMBER: XXXX

1. **PURPOSE, AUTHORITY AND TERM OF AGREEMENT**
2. PURPOSE

To facilitate the health (or other purpose) of XXXX (e.g. Indian tribes and Individual American Indians and Alaska Natives) in the XXXX (e.g. area of country/state), XXXX will provide defined/specific/limited data collected to XXXX (RECEIVER). The XXXX (RECEIVER) must request XXXX (PROVIDER OF DATA) for approval to use specified data. Because the XXXX (PROVIDER OF DATA) work contributes to the overall tribal mission of improving the XXXX (e.g. quality of health for the tribes) , the XXXX(PROVIDER OF DATA) agrees to make specified data available to approved *ENITIES who* RECEIVE OR ACCEPT DATA.

1. LEGAL AUTHORITY
2. The {Name of Tribe} is a federally recognized XXXX (e.g. tribe or tribal organization under ….).
3. Optional - The XXXX (PROVIDER OF DATA) a/an XXXX an Indian Organization as defined by federal law in the Indian Self-determination and Education Assistance Act, 25 U.S.C. S450b(1).
4. *The ENITY(s) who* RECEIVE OR ACCEPT DATA, is a member of XXXX (e.g. university, a state agency, other) operating under the authority of the XXXX whose mission is XXXX (e.g. teaching, research and dissemination of knowledge for public benefit).

C. PERIOD OF PERFORMANCE

 This Agreement shall be effective when signed by both/all parties and shall continue until

 terminated pursuant to the termination clause contained herein.

**III DESCRIPTION OF DATA/DATA WORKPLAN**

 The following data will be provided under this agreement:

Data collected by XXXX (e.g. tribe of contract evaluator) including the instruments/protocols (may or may not be mandated by a grantor) is intended to be used to monitor/provide ability for informed decisions of XXXX (e.g. population/area/community). This information will facilitate development of a better understanding of the impact and success of a culturally relevant health care/services for AI/AN children/youth/adults in the XXXX community/area. This information will be especially useful for targeting effective interventions, for evaluating the efficacy and cost-effectiveness of those interventions and for monitoring AI/AN health trends in the XXXX area (location).

All data generated by this project shall be exclusively distributed by XXXX (e.g. tribe or tribal organization).

**IV**. **ACCESS TO DATA**

1. METHOD OF ACCESS AND TRANSFER (if using a Contractor to collect data)

Data will be obtained in the following manner: Data will be collected by the XXXX and provided to XXXX. All data will be protected as determined in Appendix XXXX. (e.g. locked cabinet, in locked office/secure area; telecommunicated data by exclusive password).

Data will be extracted and de-identified data will be entered into a specially designed HIPAA-compliant database. Data will also be collected by staff using questionnaires approved by the XXXX Institutional Review Board. All HIPAA compliant data forms will be sent to XXXX via secure computer fax and/or Fed Ex.

1. PERSONS HAVING ACCESS TO DATA

All persons who will have access to data must complete a data privacy training provided by XXXX (e.g. Tribe).

The XXXX Principal Investigator and authorized XXXX evaluators who specifically require access to such data in the performance of their assigned duties shall have access to these data. Prior to any data transfer under this Agreement, all staff members who will have access to the information will be notified of the use and disclosure requirements. Also prior to the transfer of any data, staff members and researchers who will have access to the data shall sign the Use and Disclosure of Client Information (Attachment A), which signed copies immediately shall be provided to XXXX (e.g. Tribe).

1. FREQUENCY OF DATA EXCHANGE

Data will be exchanged XX (e.g. as needed to meet reporting requirements).

**V. SECURITY OF DATA**

All electronic data will be password-protected. XXXX will not attempt to identify individuals’ records by any method. Some datasets may need to be encrypted for participant protection. All reasonable precautions shall be taken to secure the data from individuals who do not specifically have authorized access. Data shall be kept on a password-protected file server located in a secure environment. Project data will be kept in a separate directory on the server, which is also password-protected and will be accessible only by XXXX or staff members specifically authorized access as provided in this Agreement.

**VI. CONFIDENTIALITY**

1. REGULATIONS COVERING CONFIDENTIALITY OF DATA

The use and disclosure of information obtained under this Agreement shall be subject to XXCFR Subpart XXXX. (*need to state basic legal clause)* XXXX shall maintain the confidentiality of any information which, may in any manner, identify individual.

Further, XXXX shall not link the data with individually identifiable data from any other source unless specifically authorized in this Agreement.

E.g. As this project is specific to AI/AN children and youth, all data collected will have the potential to identify XXXX AI/AN children and youth ((because of geographical location)). Confidentiality of all data therefore must be ensured.

1. NON-DISCLOSURE OF DATA

XXXX shall not disclose, in whole or in part, the data described in this Agreement to any individual or agency not specifically authorized by this Agreement.

XXXX will document uses and users of the data and will report this information routinely back to the XXXX (Tribe).

1. XXXX will not disclose directly to, or use for the benefit of, any third party any proprietary or secret or confidential information, knowledge or data acquired by virtue of its relationship with XXXX (Tribe), without the prior written approval of XXXX (Tribe). It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration of termination of this Agreement.

**VII. PROPERTY RIGHTS (if using a contract evaluator)**

All original materials prepared by XXXX in connection with the performance of services under this Agreement, including, without limitation: all reports, proposals, analysis, writings, sound recordings, pictorial reproductions or materials of any type whatsoever, are and shall remain the sole and exclusive property of XXXX (Tribe). XXXX will assert no right, claim or interest of any nature whatsoever with respect thereto, including specifically but, without limitation, any claim to statutory copyright or patent.

**VIII. RIGHTS IN DATA**

XXXX RECEIVER OF DATA may request data from XXXX for development of papers, reports, or presentations. Such papers, reports, presentations must have the specific written approval of XXXX (Tribe) before such products are submitted for presentation or publication.

(if so chosen) the XXXX shall be cited as the source of the data in all tables, reports, presentations, and scientific papers. Any interpretations, calculations, and/or manipulations of the data must be approved by the XXXX (Tribe)..

 At least forty-five (45) days prior to submission or presentation at a meeting/conference, XXXX will furnish a copy of a proposed publication or presentation to XXXX (Tribe) for review and comment. The XXXX (Tribe) will have thirty (30) days after receipt of the proposed materials to make a request for change (e.g. remove confidential or sensitive information from the materials). The XXXX will have 30 days to resubmit for approval. The XXXX (Tribe) will have 30 days to review changes and approve or disapprove. All approval must be in writing and noted as such in the paper/report/or presentation.

**IX. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**X**. **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

No data may be used by the XXXX RECEIVER of data (e.g. also a Contractor) after the termination of this Agreement.

**XI. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the XXXX (e.g. Contracting Officer, or Executive Director) of XXXX and attached to the original Agreement.

**XII. HOLD HARMLESS (if using contracted evaluators)**

 To the extent permitted by the XXXX Tort Claim Act and/or the U.S/Tribal Constitution, Article XX, Section XX, Contractor shall defend, protect and hold harmless {Name of Tribe} or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Contractor or its employees in the use or disclosure of any data or material provided to {Name of Tribe} under this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

**XIII. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ATTACHMENT A

**USE AND DISCLOSURE OF CLIENT INFORMATION**

Staff with access to confidential client information are responsible for understanding rules for use and disclosure of the information. Outlined below are key elements for staff to remember:

A. CONFIDENTIALITY OF DATA

1. Individually identifiable data is confidential and is protected by various Tribal, state and federal laws.

2. Confidential information including, but not limited to: all personal information (e.g., name, birth date, social security number, diagnosis, treatment, etc.) which may, in any manner, identify an individual; or tribe or service provider .

B. USE OF CLIENT DATA

1. Client data may be used only for purposes directly described in the data sharing agreement between XXXX and XXXX.

2. Any personal use of client information is strictly prohibited.

3. Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

C. DISCLOSURE OF INFORMATION

 1. Identified data or information may not be disclosed to other individuals or agencies.

2. Questions related to disclosure are to be directed to XXXX (e.g. Director of the XXXX.

3. Any disclosure of information contrary to any of the above is deemed to be unauthorized and is subject to penalties identified of law.

Name:

Signature: Date:

Date:

Approved By:

 Director, XXXX

Signature: Date: