**Draft/SAMPLE**

**MASTER COLLABORATIVE DATA SHARING AGREEMENT**

Between

**Name (Tribe)**

And

**XXXXXXXXX**

This Collaborative Data Sharing Agreement (hereinafter referred to as *Agreemen*t) is hereby entered into and between the following Collaborators:

1. XXX Reservation (hereinafter *XXX)*, a federally recognized and sovereign Indian nation, headquartered at XXX (address, may add brief description of tribe),

Contact Person:

Phone:

E-Mail:

1. XXXX University, XXXX Health Program (hereinafter referred to as *PH),* located at XXXXaddress, XXXXUniversity, Department XXXX, City, Zip

Contact Person:

Phone:

E-Mail:

In consideration of this *Agreement* and the assurances and conditions made herein, the aforementioned parties (hereinafter *Collaborators*) agree to the following:

**I. PURPOSE**

The purpose of this *Agreement* is to formalize the relationship between XXX (tribe) and *PH* in which to share data to ensure that accurate tribal public health data can be compared to other datasets including federal and state resources.

Currently, there is a need to ensure that tribal data is included in the state profile databases to support tribal issues that are adequately documented for health status, health equity, health disparities, community needs, effectiveness of prevention and intervention efforts, monitoring of trends, and to meet mutual health goals and objectives for all citizens living in the tribal community.

**II.** **PERIOD OF PERFORMANCE**

This *Agreement* shall be effective when signed by both *Collaborators* and shall continue until terminated pursuant to the termination clause contained herein.

**III. MUTUAL OBLIGATIONS**

Both *Collaborators* agree to jointly work together to facilitate the development, collection, extracting, analysis, storage and sharing of XXX tribe-specific data for purposes mentioned in the **PURPOSE** section above.

Both *Collaborators* mutually agree what information will be shared from and about American Indian individuals residing within the Reservation service area. The focus of the information is for the purpose of accuracy of vital events such as birth or death, preventing or controlling disease, reducing injury or disabilities, conducting valid public health surveillance, defining public health investigations, and promoting public health interventions.

Once a specific research (or) evaluation program is identified, the Collaborators will develop a sub-Agreement pursuant to this Master Agreement, which identifies the nature of the research (or) evaluation project and the specific information set that will be provided. All human-subject research is required to be approved by XXXX’s Internal Review Board.

**IV**. **DATA**

The overarching goal of data collected by *PH* is to assist the XXX tribe to use data for informed decisions. This data will also be used to ensure that the State of XXXXXXXX’s information, based on data, appropriately reflects the actual health disparity.

For the purpose of this *Agreemen*t, XXX (tribe)-specific data is defined as information compiled on American Indian people living in the Indian Health Service defined service area of the XXX (tribe) including the Contract Health Service Delivery Area (CHSDA). The datasets to be considered include, but are not limited to: BRFSS, PRAMS, RPMS, YRBS.

*PH* will not link XXX tribe-specific data with individually identifiable data from any other source without the written consent of the XXX Tribal Council. *PH* shall maintain the confidentiality of any information, which may, in any manner, identify an individual (“confidential data”) by not sharing any such information with any third-party.

All confidential data will be protected using locked cabinets, in locked office/secure area and password protection of telecommunicated data. Only XXXuniversity personnel who have a need to review such confidential data will have access to the material and all such personnel that will have access to the material must complete a data privacy training. *(See Attachment A.)*

The *Collaborators* agree any publications identifying XXX (tribe)-specific data, needs to be approved in writing by XXX tribe.

All data generated by this *Agreemen*t shall be the exclusive property of the XXX Tribe. Any reports, analyses, products (e.g. survey tools, forms, program tools, recordings, videos) may not be distributed by *PH* without the written approval of the XXX Tribe.This assurance provides a protection that extends beyond this *project* to the life of the data.

All de-identified electronic data sets and hard copy data will be retained and protected by the *Collaborators*.

**V. 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 fundamental purpose of this *Agreement*, and to this end the provisions of this *Agreement* are declared to be severable.

**VI**. **TERMINATION**

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

**VII. 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 *PH* and the XXX Tribe and attached to the original *Agreement*.

**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.

**XIV. CHOICE OF LAW/VENUE**

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of XXXXX, as the same from time to time exists. All litigation arising out of the Agreement shall be venued in a state court within the State of XXXXXXX.

**XV. Authorized Signatures**

The signatories below warrant and represent that they have the competent authority on behalf of their respective parties to enter into the obligations set forth in this *Agreement*. The *PH* signatory below further acknowledges and agrees that, by his signature below, he/she represents *PH* Program and is duly authorized to enter into the obligations set forth in this *Agreement*.

Name:

Signature: Date:

Date:

Approved By:

 Director, Public Health

 XXXXXX University

Name:

Signature: Date:

XXXX Position

 {Name of Tribe}

ATTACHMENT A

**USE AND DISCLOSURE OF CLIENT INFORMATION**

Staff with access to confidential data (individual and aggregate) information are responsible for understanding rules for use, disclosure of the information, and penalty for misuse. 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 includes, but is 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 PATIENT/CLIENT/COMMUNITY DATA

1. Patient/Client/Community data may be used only for purposes directly described in the data sharing *Agreement* between *PH* and XXX Tribe.

2. Any personal use of patient/client/community information is strictly prohibited and subject to federal “protected information” laws and penalties.

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.

4. Staff will ensure that any discussions or correspondence, are not available for public exposure *(e.g. discussion of private/confidential information is not discussed in public places).*

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 *PH* Program Director

3. Any disclosure of information contrary to any of the above is deemed to be unauthorized and is subject to penalties identified by law, including fines and imprisonment or both.

Name:

Signature: Date:

Date:

Approved By:

 Director, Public Health

 XXXX University