

ATTACHMENT C:
DATA SHARING AGREEMENT

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**DATA SHARING AGREEMENT
BETWEEN
[Agency Name]
AND
SOCIAL POLICY RESEARCH ASSOCIATES**

This Data Sharing Agreement (DSA) is between the [Name of School], (School) and Social Policy Research Associates, a California corporation, (SPR), individually, "Party," and collectively the "Parties."

The Parties agree:

1. Period of Agreement and Termination

This DSA shall commence _____, 2016 and terminate _____, 2017, but may be extended prior to the expiration of the initial term or any extended term, by mutual, written consent of the Parties. Either Party may terminate this Agreement by providing 60 days written notice to the other Party. SPR reserves the right to use any data obtained from School, prior to the termination of this DSA according to the terms outlined in the DSA.

2. Definitions

The following definitions apply to this DSA.

- a. "Personally Identifiable Information" (PII) means information that can be used to distinguish or trace an individual's identity, such as their name and data of birth, Social Security Number, or other administrative system ID numbers, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. PII also includes other information that, alone or in combination, would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.
- b. "Data" refers to the information, described in section 4 below, as it was originally received by SPR from School, including all PII, as opposed to files for analysis subsequently created by SPR from these data that exclude PII and in which individuals are not identifiable.
- c. "Data Transmission" refers to the methods and technologies to be used to move a copy of the data between School and SPR or across systems, networks, and/or workstations at SPR.
- d. "Data Storage" refers to the state data is in when at rest.
- e. "Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Varying levels of data encryption may be required during data transmission or storage depending on the level of PII within the data.

- f. “Project” refers to the _____, for which SPR is requesting the data governed by this agreement.

3. Purpose of the DSA

This DSA governs the data that School agrees to share with SPR related to SPR’s [name of project]. Further details about the evaluation and use of the data can be found below.

[Pull information from other sources succinctly describing the project and design and the intended use of the data for the project.]

4. Data to be Provided by School

School agrees to provide to SPR the data described below.

- [Description on the size/nature of the study sample]
- [Description of the records requested]
- [Description of other factors about the data such as time window, whether the data are on paper or electronic, etc]
- School agrees to provide documentation on the data, including copies of record layouts and data dictionaries, preferably in an electronic form.

5. Data to be Provided by SPR

In order to aid School in providing the requested data, SPR will provide School with a file containing PII on the study sample in a format agreed upon by the parties and adhering to the transmission methods described in Section 6.

6. Data Transmission

The transmission of data between the School and SPR should include measures designed to protect all data containing PII. Measures shall include encrypting electronic data containing any PII to, at least, 128-bit level of encryption or higher, and using FIPS 140-2 compliant software, if available, or providing two layers of wrapping of paper data, to ensure that information remains secure in the event that packaging is accidentally opened. Data shall also be transmitted using any of several means of secure transfer, including but not limited to a Secure File Transfer Protocol (SFTP) site (managed either by SPR or School), encrypted email service, or encrypted drives or discs or paper documents transmitted via a traceable shipping services such as Federal Express or USPS Registered Mail. School staff shall work with SPR prior to data transmissions to finalize the specific methods used such that they are consistent with this DSA.

7. Data Security and Confidentiality

In order to protect the data obtained through this DSA, SPR agrees to do the following.

- a) Use the data only for the specific purpose requested in this DSA, and not re-disclose the data for any other purpose, except those required by law.

- b) Have all staff on the project, and any subcontractors or consultants working on the project, sign an agreement to abide by corporate policies on data security and confidentiality.
- c) Employ encryption to protect electronic data containing personally identifiable information (PII) during transmission and storage.
- d) Store all files with PII in physically or electronically secured areas.
- e) Make all data accessible only to those SPR staff who require the data in the official performance of their job duties. All data will be kept in the strictest confidence and will be made available to SPR staff on a “need-to-know” basis.
- f) Notify School if data provided under this DSA, especially data containing PII, may have been lost or stolen or otherwise divulged to individuals outside of SPR or the project.
- g) Limit the presentation of data in printed materials to aggregate numbers such that they do not allow for the identification of data to be linked to specific individuals.
- h) Ensure the secure destruction of all data originally provided by School, employing digital or physical shredding of electronic or physical data, upon completion of the Project, or within 10 days of an earlier termination of the DSA consistent with Section 9, below.
- i) Maintain a system sufficient to allow an audit of compliance with these safeguard provisions.
- j) Instruct all project staff with access to the data provided under this DSA on the confidentiality requirements of this DSA. All Project staff will sign an acknowledgement that personnel with access to the information will be so instructed.]

8. General Provisions

- a) Nothing in this DSA shall be interpreted as limiting, superseding, or otherwise affecting School’s operations or decisions in carrying out its statutory or regulatory duties. This DSA does not limit or restrict the School from participating in similar activities or arrangements with other entities.
- b) School agrees to use reasonable efforts to ensure that the data provided are accurate. SPR acknowledges that the information provided by School under the terms of this DSA may contain inaccuracies. School shall not be responsible or liable for any errors contained in such data.
- c) School will provide the data items requested, along with file descriptions, within the timeframes set forth in this DSA. School will provide the data requested electronically or in hard copy, if electronic copies are unavailable, in file layouts and formats as agreed upon with SPR. School will also provide all data in the encrypted form agreed upon with SPR.

9. Amending Procedures

The terms of this DSA may be modified by mutual written agreement between School and SPR.

10. Assignment

No assignment of this DSA, nor any rights or obligations under this DSA may be assigned without the prior written consent of both Parties.

11. Contact Information and Authorized Individuals for the Parties

Direct all questions regarding this DSA to the following individuals.

School Contacts

- a. Person responsible for management of the DSA:

Name:

Title:

School name:

Address:

Telephone:

E-mail address:

- b. Person responsible for fulfilling the terms of the data request:

Name:

Title:

School name:

Address:

Telephone:

E-mail address:

SPR Contacts

- a. Person responsible for management of the DSA:

Name:

Title:

Organization name: Social Policy Research Associates

Address: 1333 Broadway, Suite 310, Oakland, CA 94612

Telephone:

E-mail address:

- b. Person responsible for fulfilling the terms of the data request:

Name:

Title:

Organization name: Social Policy Research Associates

Address: 1333 Broadway, Suite 310, Oakland, CA 94612
Telephone:
E-mail address:

12. Signatures

[School Name]

Name: _____ Date

Title:

Social Policy Research Associates

Name: _____ Date

Title: