DATA SHARING AGREEMENT EXAMPLE

[AGENCY PROVIDING DATA] Data Sharing Agreement (DSA)

AGENCY PROVIDING DATA: Agency Name:	
Contact Name:	
Title:	
Address:	
Phone:	
E-mail:	

AGENCY RECEIVING DATA Agency Name:	
Contact Name:	
Title:	
Address:	
Phone:	
E-mail:	

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the [AGENCY PROVIDING DATA] to exchange spatial data with another agency/partner. This agreement is entered into between the two agencies/partners in good faith. To ensure that the agency/partner receiving the data will provide copies of all research outcomes/ outputs and other publications and reports to the [AGENCY PROVIDING DATA].

2. DEFINITION

"Agreement" means this Interagency Data Sharing Agreement, including all spatial data and documents attached or incorporated by reference.

3. DURATION OF AGREEMENT

This agreement shall begin on_____terminated on _____ .
Application for extension of the data sharing agreement must be made to the [SHARING ORGANIZATION] before the DSA expires.

4. TITLE OF THE RESEARCH PROJECT:

5. IS THE RESEARCH PROJECT PART OF A LARGER OR INTERNATIONAL PROGRAM?

6. TITLE/ NAME OF THE DATA PROVIDED TO THE RECEIVING AGENCY:

7. PURPOSE OF ACCESS:

8. TYPE OF ANALYSIS WHICH DATA WILL BE USED FOR:

9. INTENDED OUTPUTS:

10. DATA SECURITY:

The RECEIVING AGENCY guarantees to preserve the data and access is limited to the project team.

11. NON-DISCLOSURE OF DATA:

_____ shall not disclose, in whole or in part, the data provided by [AGENCY PROVIDING DATA] to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this agreement. In the event of a public disclosure request for the Agency's data, _____will notify [AGENCY PROVIDING DATA]. ***All parties guarantee that these data will not be used for personal or commercial gain.*** The project is for research or analysis and the data will not be used for any other purpose. ***DATA MAY NOT BE USED FOR COMMERCIAL GAIN.***

Additional conditions:

13. DISPUTE PROCEDURE:

Any disputes arising from the use of the data and/or the terms of the agreement will be resolved initially by [AGENCY PROVIDING DATA] and the Principals to the agreement. Otherwise, outstanding issues will be referred to [XXX].

This Data Sharing Agreement is provided in good faith and, to the best knowledge and ability of the AGENCY PROVIDING DATA], The Data provided are free of error at the time of supply. The [AGENCY PROVIDING DATA] will not be responsible for any errors, omissions or mistakes contained in the user's dataset nor for any consequences or liabilities arising. The [AGENCY PROVIDING DATA]'s liability is limited to the re-supply of corrected data.

11. SIGNATURES AND APPROVAL:

The signatures below indicate agreement between the parties.

DATA RECEIVING AGENCY:

NAME:	SIGNATURES:	DATE:

DATA PROVIDING AGENCY:

NAME:	SIGNATURES:	DATE: