

DATA-SHARING AGREEMENTS

Template



November 2024

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TEMPLATE

DATA-SHARING AGREEMENT

BETWEEN
[PROVIDING ORGANIZATION NAME]

AND
[REQUESTING ORGANIZATION NAME]

OR
[ORGANIZATIONS FORMING A DATA HUB]

Purpose and context of the agreement

Provide context and describe the purpose of the data-sharing agreement between the concerned parties.

Explain the intended outcomes, benefits and objectives of the data-sharing initiative and justify why sharing data is deemed necessary to achieve these outcomes. Justification is especially necessary if the data contains personal, confidential or restricted information.

Stakeholders

Describe the parties that are entering into the agreement.

Clearly define each party's role as it pertains to the data's use and management (e.g., data producers, data providers, data reusers, data subjects). Be clear about who is sharing and who is using the data.

Clarify the specific responsibilities of each party¹ involved. For instance, the sender is responsible for ensuring the security of the method used and verifying that they have the correct information for the receiver.

(1) Responsibilities can also be specified throughout the below sections if it makes more sense. For example, describe responsibilities pertaining to data security in the data security section.

Duration of the agreement

Specify the duration of the agreement between the parties. If the agreement is indefinite, this should be clearly stated. Additionally, if relevant, include details on how often or at what frequency the parties will assess and review the agreement in this section.

Example: This agreement will become effective at midnight on YYYY-MM-DD. The duration of this agreement will be XX (days/months/years/indefinitely), and it will conclude on YYYY-MM-DD (if applicable) or upon termination by either party.

Description of the shared data

Describe all datasets being shared as part of this agreement. Be as specific as possible. This should include information such as:

the **data format** (for example, CSV, JSON, XML);

the **data structure** (for example, structured data like a table, or unstructured data like images);

the **number of variables** in each dataset and their description;

the **data form or state** (for example, raw data, aggregated data, anonymized data);

information about the **frequency** with which each dataset will be updated, if relevant;

information about **provenance**, such as the source of the datasets;

information about whether the data contains **personal information** and corresponding **sensitivity levels**;

the **degree of openness** of each dataset (for example, internal, public, confidential or restricted).



Data uses

Describe the purposes (both primary and/or secondary) for which the shared data can be used. Be as specific as possible.

Example related to food security

Primary use: The data's primary use is to better understand the profiles, needs and locations of residents requiring food security services within [region] for the strict purpose of improving [product / service / local food policy].

Secondary use: For statistical and research purposes, aggregated or anonymized data can be shared with [regions] for benchmarking purposes as a means to influence larger-scale food policy and investments.

Data access

Describe...

how the data will be physically transferred between parties [system-to-system transfer; Secure File Transfer; uploaded to a shared database, etc.]

where the data will be stored [in a specific geographic region; on premise; in the cloud; in a federated database, etc.]

the frequency at which the data will be exchanged [on a recurring date; in response to a specific event or request, etc.]

who will have access to the data [specific departments or staff members based on roles or titles; on a need-to-know basis by staff members who require the data to perform their duties in line with one or more of the defined purposes, etc.].

Data security

Detail all security measures in place for transferring, accessing, and storing data to ensure robust protection.

Specify the **administrative measures** that should be in place to secure the data, such as protocols, processes, policies, access control mechanisms, and audits.

Define the **technical measures** that should be in place to secure the data, such as encryption for data exchanges, password-protection for files, and the installation of firewalls and anti-malware to name a few.

Specify the **physical measures** that should be in place, if applicable, to secure the data, such as alarm systems, passwords, and other measures to protect servers and hard drives.

Data retention

Mention how long the data should be retained by the agreement's parties.

Indicate whether specific datasets need to be archived or destroyed after a determined amount of time.

Specify whether a data retention calendar needs to be created, maintained and shared by some or all parties entering into the agreement.

Compliance

Describe how compliance to the terms and conditions of the agreement will be enforced, and who will be responsible for monitoring and evaluating compliance.

Termination of the agreement

Describe the procedure for terminating the agreement, including the required method of notice (whether verbal or written) and the advance notice period needed. Additionally, outline the post-termination actions for stakeholders, such as deleting data and completing any final transfers of ongoing analyses.



Payment

If applicable, describe how payment for data will be provided between the providing and requesting organizations.

Signatures

[Organization Name]

[Organization Name]

.....
Signature

.....
Signature

.....
Printed Name

.....
Printed Name

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Title

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Title

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Location

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Location

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Date

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Date

About Open North

Open North is a Canadian nonprofit dedicated to advancing the common good. As an organization with expertise in data governance and digital strategy, we work alongside governments, nonprofits, and mission-aligned businesses to create transformative digital strategies and data governance frameworks.

Open North's team is made up of professionals with a wide range of expertise, including in government, strategic and operational planning, urban planning, community building, information technology, applied research, international development, and policy development. With our diverse backgrounds and skills, Open North's team members bring valuable perspectives and experience to all projects.

Open North is part of Montréal in Common, a project led by the City of Montréal as part of the Smart Cities Challenge, carried out with the financial support of the Government of Canada.

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About the Smart Cities Challenge and Montréal in Common

Montréal in Common is an innovation community led by the City of Montréal, whose partners are experimenting with solutions regarding access to food, mobility and municipal bylaws, with a view to rethink the city. Montréal in Common projects are made possible thanks to the prize awarded to the City of Montréal by the Government of Canada as part of the Smart Cities Challenge.

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