

## Example Data Sharing Agreement

### DATA SHARING AGREEMENT between Harper College and

\_\_\_\_\_ [INSERT NAME] \_\_\_\_\_

*This Data Sharing Agreement is intended for individuals interested in gaining access to existing data that contains personally identifiable information (social security numbers, names, etc.) belonging to Harper College.*

*Individuals interested in gathering new or original data involving current, prospective or former students; employees; or others affiliated with Harper College must complete a **Research Proposal Form rather than this agreement.***

This Data Sharing Agreement is entered into by and between Harper College and \_\_\_\_\_ to establish the content, use, and protection of data needed by \_\_\_\_\_ to support the contracted service, whether such data is provided by Harper College or collected by \_\_\_\_\_ on behalf of Harper College.

#### 1.0 Period of Agreement

The period of this Agreement shall be in effect from \_\_\_\_\_ until \_\_\_\_\_, or until terminated in writing by either organization.

#### 2.0 Intended Use of Data

*Describe the intended use of data in this section.*

#### 3.0 Constraints on Use of Data

Data supplied by Harper College to or collected by on behalf of Harper College's students, prospective students, employees, or alumni is the property of Harper College and shall not be shared with third parties without the written permission of Harper College.

Customer data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this agreement without the written permission of Harper College.

## 4.0 Data

### 4.1 Security

\_\_\_\_\_ shall employ industry best practices, both technically and procedurally, to protect Harper College data from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by Harper College.

### 4.2 Data Elements

Data shared with \_\_\_\_\_ shall be limited to the data elements specifically defined and authorized by Harper College. If \_\_\_\_\_ wishes to collect additional data, \_\_\_\_\_ must submit a request in writing to Harper College. Under no circumstances shall \_\_\_\_\_ collect any information classified as Sensitive or Confidential without the express written approval of Harper College.

Data to be shared or collected shall be limited to the following elements:

*Describe the data elements in this section*

### 4.3 Data Categories

The following definitions shall be used to classify data for security purposes:

**Normal:** The least restrictive class of data. Although it must be protected from unauthorized disclosure and/or modification, it is often public information or generally releasable under College procedures for processing public records requests. Examples of this class of data are: class schedules, course catalogs, general ledger data, and employee demographic statistics.

**Sensitive:** This class includes data for which specific protections are required by law or for which agencies are obligated to prevent identity theft or similar crimes or abuses. Examples of this class of data are: peoples' names in combination with any of the following: driver's license numbers, birth date, employee ID number (EID), address, e-mail addresses, telephone numbers. Also included are: agency source code or object code, agency security data, education records including papers, grades, and test results, or information identifiable to an individual that relates to any of these types of information.

**Confidential:** This class includes those data elements that are either passwords in the traditional sense or function in the role of an access control such as a credit card number, expiration date, PIN, and card security code. Access to these elements are tightly controlled

and audited. Examples of these data are: Social Security Numbers (SSN), credit card numbers, expiration dates, PINs, and card security codes, financial profiles, bank routing numbers, medical data, law enforcement records.

#### **4.4 Data Handling Requirements**

Data handling requirements may vary depending on the classification of data shared with \_\_\_\_\_ . It is anticipated, however, that most data shared with \_\_\_\_\_ will involve a mix of data classes including Sensitive and possibly Confidential information. Therefore, whenever data elements are aggregated for collection, transmission, or storage, the aggregate data shall be handled using the protocols that apply to the most sensitive data element.

### **5.0 Personnel**

#### **5.1 Access to Data**

\_\_\_\_\_ shall limit access to Sensitive and Confidential data to those staff members with a well-defined business need.

#### **5.2 Security Training**

\_\_\_\_\_ shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting Sensitive and Confidential data.

#### **5.3 Criminal Background Checks**

\_\_\_\_\_ shall certify that all staff members with access to confidential information have been subjected to an official criminal background check and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by Harper College.

#### **5.4 Prohibition on Mobile Devices and Removable Media**

\_\_\_\_\_ shall have a written policy prohibiting the transfer or storage of unencrypted customer information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be strictly enforced.

## 6.0 Compliance with Applicable Laws and Regulations

\_\_\_\_\_ shall comply with all applicable federal laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

Where applicable, \_\_\_\_\_ shall also comply with all provisions of the Financial Services Modernization Act (the “Gramm-Leach-Bliley Act”).

## 7.0 Indemnification

\_\_\_\_\_ shall defend, indemnify, release, and hold Harper College harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of the person.

## 8.0 Amendments and Alterations to this Agreement

Harper College and \_\_\_\_\_ may amend this Agreement by mutual consent, in writing, at any time.

## 9.0 Termination of Services

In the event Harper College or \_\_\_\_\_ terminates this Agreement, or \_\_\_\_\_ ceases operation, \_\_\_\_\_ shall return to Harper College all data collected in the course of providing the application service.

\_\_\_\_\_ shall certify in writing within five business days that all copies of the data stored on \_\_\_\_\_ servers, backup servers, backup media, or other media including paper copies have been permanently erased or destroyed.

By the signatures of their duly authorized representative below, Harper College and \_\_\_\_\_, intending to be legally bound, agree to all of the provisions of this Data Sharing Agreement.

\_\_\_\_\_  
Entity Name

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Harper College  
1200 W. Algonquin Rd., Palatine, IL 60067

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_