This DATA SHARING AGREEMENT is effective as of the date of approval by the chief privacy officer, as evidenced in Sec. 6, between the [Agency Name] [(Agency Acronym)] and the [Organization Name].

# CONTACT INFORMATION

[Agency 1 Name]

[Name]

[Title]

[Address]

[Email]

[Name of Agency 1 Agency Privacy Officer]

[Email of Agency 1 Agency Privacy Officer]

[Organization Name]

[Name]

[Title]

[Address]

[Email]

[Name of Organization’s Privacy Officer]

[Email of Organization’s Privacy Officer]

# DATA EXCHANGE

## Definitions.

## “Agency” means the state agency identified in Sec. 1, above.

## “APO” means the relevant agency privacy officer designated in each business unit under *State of Indiana Policy: Information Privacy* and identified in Sec. 1 of this DSA.

## "Data " means the collection of electronically-recorded information, inclusive of all individual data elements, exchanged between the parties by virtue of this DSA.

## "DSA" means this data sharing agreement.

## "OCDO" means the Office of Chief Data Officer established by Ind. Code § 4-3-26-9.

## “Organization” means the non-state entity identified in Sec. 1, above.

## Authorization. Data exchange as contemplated in this DSA occurs in accordance with Ind. Code Ch. 4-1-6-8.6, which provides as follows: Except as prohibited under any applicable federal law, in cases where access to confidential records containing personal information is desired by a researcher for research purposes, the agency shall grant access if:

## the researcher states in writing to the agency the purpose, including any intent to publish findings, the nature of the data sought, what personal information will be required, and what safeguards, including reasonable de-identification methods, will be taken to protect the identity of the data subjects;

## the proposed safeguards are determined by the agency to be adequate to prevent the identity of an individual data subject from being known;

## the researcher executes a data sharing agreement or similar agreement with the agency that is approved by the management performance hub established by IC 4-3-26-8, which incorporates such safeguards for protection of individual data subjects, defines the scope of the research project, and informs the researcher that failure to abide by conditions of the approved agreement constitutes a breach of contract, could result in the researcher not obtaining further records from the agency, and could result in civil litigation by the data subject or subjects;

## the researcher agrees to pay all direct or indirect costs of the research; and

## the agency maintains a copy of the agreement or contract for a period equivalent to the life of the record.

## Purpose and Objectives. [Include a written statement articulating the purpose and objectives of the Data exchange contemplated in this DSA.]

## Intent to Publish Findings. The Organization:

## [ ] intends

## [ ] does not intend

## to publish or otherwise disclose Data or derivatives thereof.

## [If the Organization intends to publish or disclose, include a written statement describing this activity.]

## Description of the Data. [Include a written statement describing the nature of the Data sought, what personal information will be required, and what safeguards, including reasonable de-identification methods, will be taken to protect the identity of the data subjects. Attach a data dictionary, if necessary.]

## Additional Agreement Terms. [Use this field only if needed to memorialize additional terms and conditions required by State or Federal law or regulations. Provide citations for this requirement.]

## Term and Termination. This DSA is effective as of the date of approval by the chief privacy officer, as evidenced in Sec. 6, and shall continue until: 1) terminated pursuant to Sec. 2.g.a.; 2) the date identified in Sec. 2.g.b.; or 3) on December 31 of the calendar year following execution, whichever occurs first.

## This DSA may be terminated by the parties or the OCDO at any time and for any purpose. Termination is effected by providing written notice to the other-party contact listed in Sec. 1 *and* to the OCDO by email to ResponsibleData@mph.IN.gov. The terminating party shall strive to provide reasonable advance notice under this subsection. If termination were to occur, the OCDO will consult with the parties regarding related data needs.

## Date of Termination: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## If Data subject to this DSA will be maintained on information technology infrastructure owned or licensed by the Organization, the following terms and conditions apply:

## On termination of this DSA, the Organization shall, within thirty (30) days of termination, securely dispose of the Data and its derivatives. In so doing, the Organization shall, unless legally prohibited, destroy all of the Data and its derivatives in its systems or otherwise in its possession or under its control, in all of its forms. The Data shall not be recoverable, using the “clear” method of sanitization defined in NIST Special Publication 800-88 Rev.1. The Organization further agrees that it will overwrite the logical storage location of the Data as well as all user-addressable locations of the Data.

## The Organization agrees to memorialize such destruction through completion and submission to the other party and the OCDO of the certificate of destruction provided by the OCDO at <https://www.in.gov/mph/cdo/files/State-of-Indiana-External-COD.docx>.

# PRIVACY, DATA PROTECTION, AND INCIDENT RESPONSE

## Governing Citations (as applicable).

## Ind. Code Ch. 4-1-6, governing information sharing and confidentiality.

## Ind. Code Ch. 4-1-10, governing the release of social security numbers.

## Ind. Code Ch. 4-1-11, governing security breach involving a state agency.

## Ind. Code § 5-14-3-6.5, governing confidentiality.

## Ind. Code Art. 24-4.9, governing security breach.

## Additional Governing Citations.

## [Agency enabling statutes]

## [Agency-specific statutes governing Data (if any)]

## Data Use. Data shall be leveraged to further the purposes of this DSA, but only in accordance with its terms. Violation of these conditions constitutes breach of contract and could subject the researcher, including the Organization, to civil litigation or a bar on obtaining further records from the Agency.

## Storage Location. The parties have considered the benefits and risks of duplication of Data for the purposes of this DSA. [Select one of the following options.]

## [ ] Data subject to this DSA will be maintained in a virtual environment made available by the Management Performance Hub for that purpose.

## [ ] Data subject to this DSA will be maintained on information technology infrastructure owned or licensed by the Organization. (Attach as an exhibit a completed StateRAMP Security Snapshot (<https://stateramp.org/providers/snapshot/>) or OCDO Third-Party Risk Questionnaire.)

## [ ] Other.

## [Include a written statement to describe and support the selection made above.]

## Data Protection.

## Data subject to this DSA will be maintained in accordance with applicable law and this DSA. The Organization agrees to process the Data for no purpose other than that provided herein.

## Data subject to this DSA will be protected by appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, disclosure, or theft.

## Data subject to this DSA will be maintained at rest solely in data centers in the continental United States of America, shall not be maintained on portable devices, including personal laptop and desktop computers, and shall not be accessed remotely unless and until written approval is received from the Agency contact identified in Sec 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov.

## The Organization will not share or redisclose any portion of the Data unless and until it has received written approval to do so from the Agency contact identified in Sec. 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov. This DSA does not prevent the Organization from disclosing aggregate representations of the Data so long as the Agency *and* the OCDO are satisfied that the following conditions are met:

## the disclosure does not violate any applicable State or Federal law or rule;

## the disclosure is sufficiently suppressed so as to comply with applicable State or Federal law, rule, and *OCDO Guidance Document: Data Suppression and Obfuscation*;

## the disclosure is noncommercial in nature (this includes disclosure in connection with the preparation or publication of news, for nonprofit activities, or for academic research);

## the disclosure is intended and ultimately used in accordance with the terms of this DSA;

## the Organization shall conspicuously credit the “State of Indiana” in any publication, disclosure, or other representation; and

## written advance notice of such disclosure has been provided to the Agency contact identified in Sec. 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov.

## Data subject to this DSA:

## [ ] may

## [ ] may not

## be accessed by a third-party under contract with the Organization. (If yes, attach as an exhibit a copy of the fully executed contract with the third party.)

## If Data subject to this DSA will be maintained on information technology infrastructure owned or licensed by the Organization, the following terms and conditions apply:

## Data subject to this DSA will be transmitted through a managed file transfer platform approved by the Indiana Office of Technology for that purpose, using secured encryption technologies that meet or exceed the standards under Federal Information Processing Standards (FIPS) 140-2, Level 1, for data in motion.

## Data subject to this DSA will be maintained at rest using an environment approved by the Indiana Office of Technology for that purpose, in accordance with secured encryption technologies that meet or exceed the standards under FIPS 140-2 and National Institute of Standards and Technology (NIST) 800-131A Rev. 1.

## The Organization may not store or maintain the Data or its derivatives in a backup environment that does not enable destruction of the Data in accordance with Sec. 2.g.c. of this DSA.

## Notification of Breach of Security. If there is a breach of the security of the system (as defined in Ind. Code Ch. 4-1-11-2) involving Data, the party having control of the Data subject to the breach shall promptly:

## institute all appropriate and necessary mitigating actions required by applicable State and Federal laws and regulations;

## comply with all disclosure and notification actions required by applicable State and Federal laws and regulations;

## notify the Indiana Office of Technology via email to the Indiana Security Incident Response Team at isirt@iot.IN.gov;

## notify the other-party contact listed in Sec. 1 of this DSA;

## make reasonable efforts to cooperate with the requests of the other-party contact listed in Sec. 1 of this DSA; and

## following any necessary mitigation, disclosure, and notification activities, the APO must provide to the chief privacy officer documentation of actions taken, pursuant to *State of Indiana Policy: Information Privacy*.

# Partnership Management

## Funding. No funding mechanism or agreement is contemplated or reached by this DSA. If necessary, funding terms needed to carry out the purpose of this DSA will be agreed upon by the parties and will be memorialized in a contract between the parties pursuant to Ind. Code Ch. 4-13-2, the Indiana Financial Reorganization Act of 1947.

## Amendments. No alteration or variation of the terms of this DSA are valid unless made in writing, signed by the parties hereto, and approved by the OCDO. No oral understanding or agreement not incorporated herein shall be binding on the parties.

## Marketing. Consistent with law, the State of Indiana may, at its sole discretion, publicly display, publish, and make reference to the Data exchange as contemplated in this DSA, including related outcomes, publications, and other results.

## Notification of Legal Requests. If the Organization is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any of the Data, the Organization will provide prompt written notice to the Agency contact identified in Sec. 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov and will cooperate with the State of Indiana's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that the State of Indiana may deem necessary.

## Governing Law. This DSA shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

## Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this DSA shall be resolved by giving precedence in the following order: (1) this DSA, (2) attachments prepared by the state, and (3) attachments prepared by the Organization. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

# Change Control

Without exception, list below any sections of this DSA that have been modified or deleted from the State’s standard data sharing agreement, as published at <https://www.in.gov/mph/cdo/files/State-of-Indiana-External-DSA.docx>.

* [Create this list only if needed to reflect modifications, as noted above.]

# APPROVALS

IN WITNESS WHEREOF, the parties have executed this DSA by their duly authorized officers or representatives on the date set forth below, effective as of the date of approval by the chief privacy officer, as evidenced below.

[ORGANZATION NAME]
[ORGANIZATION SIGNATORY NAME]
[ORGANIZATION SIGNATORY TITLE]

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

Attestation: By signing this DSA, I affirm under the penalty of perjury (Ind. Code § 35-44.1-2-1(a)) that all representations of the Organization made in this DSA and any exhibits to this DSA prepared by the Organization are true and correct.

[AGENCY NAME]
[AGENCY SIGNATORY NAME]
[AGENCY SIGNATORY TITLE]

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

\_\_\_\_\_\_\_\_\_\_\_\_\_
APO INITIALS

**APPROVED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_
Chief Privacy Officer

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