



DATA SHARING AGREEMENT BETWEEN

[INSERT ORGANISATION NAME]

AND

[INSERT ORGANISATION NAME]

in relation to

[insert title of Data Sharing Agreement]

This Data Sharing Agreement is made on the
xx day of [month] of 20xx

The Parties agree to the following terms and conditions for the
purpose of conducting work as detailed in this Agreement.

INTRODUCTION

This Data Sharing Agreement (DSA) documents a data sharing arrangement made between the Parties identified in Item 1 of this Agreement.

This data sharing agreement has been prepared for use across the ACT Government. It was amended from [Office of the National Data Commissioner Legislation Agnostic DSA Template](#) and [Data Sharing Principles](#).

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PRELIMINARIES

Definitions (insert and remove agreement specific terms as required)

In this Data Sharing Agreement unless the contrary intention appears:

Active Directory Group means the ACT Government access control tool that authorises groups of users to securely access data and information.

Agreement means this ACT Government Data Sharing Agreement.

Parties means [insert title] and [insert title].

Data Custodian means [Party x].

Data Requestor means [Party y].

Data Sharing Policy means the ACT Government Data Sharing Policy (2022).

Data Reform Group means the whole of ACT Government group authorised by the Head of Service to drive the ACT Government's data reform agenda.

Project means the item of work described at item 2.1 that the Agreement seeks to support or deliver.

Data Sharing Schedule means a document that records a Data Sharing Arrangement made pursuant to the Data Sharing Policy.

Personal Health Information means that term as defined in the (1997) *Health Records (Privacy and Access) Act*.

Personal Information means that term as defined in the (2014) *Information Privacy Act*.

Sensitive Information means that term as defined in the (2014) *Information Privacy Act's Territory Privacy Principles*.

Interpretation (Review and amend as required)

- i. Words importing a gender include any other gender.
- ii. Words in the singular number include the plural and words in the plural number include the singular.
- iii. Clause headings in this agreement are for reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- iv. In the event of any inconsistency between the clauses of the agreement and any part of the schedules and annexures (if any) then the provisions in the agreement shall take precedence to the extent of the inconsistency.
- v. Each Party acknowledges that nothing in this agreement supersedes or overrides the legislation governing their organisation.

Status of this Agreement (Review and amend as required)

- i. This Agreement, including any and all addendums, constitutes the entire arrangement between the Parties and supersedes all communications, negotiations, memoranda of

understanding and arrangements, either oral or written, between the Parties with respect to the subject matter of this Agreement.

- ii. Notwithstanding any provisions in this Agreement, this Agreement merely constitutes a statement of the mutual intentions of the Parties and each party agrees that:
- a. it does not constitute an obligation binding on any Party; and
 - b. it creates no rights in favour of any of the Parties.

1 – PARTIES TO THE AGREEMENT

1.1 Specify the Parties to this agreement (insert extra sections as required)

Drafting Notes Any intermediaries involved in this sharing arrangement (e.g. an Accredited Integrating Authority) must be recognised as a party to this Agreement.

First Party to this Agreement

Name of organisation	Click or tap here to enter text.
Role of organisation	<input type="checkbox"/> Data Custodian <input type="checkbox"/> Intermediary <input type="checkbox"/> Data Requestor
Physical address	Click or tap here to enter text.
Name of person authorised to enter into this agreement on behalf of the organisation	Click or tap here to enter text.
Position	Click or tap here to enter text.

1.2 Second Party to this Agreement

First Party to this Agreement

Name of organisation	Click or tap here to enter text.
Role of organisation	<input type="checkbox"/> Data Custodian <input type="checkbox"/> Intermediary <input type="checkbox"/> Data Requestor
Physical address	Click or tap here to enter text.
Name of person authorised to enter into this agreement on behalf of the organisation	Click or tap here to enter text.
Position	Click or tap here to enter text.

1.3 Third Party to this Agreement (if applicable)

First Party to this Agreement

Name of organisation	Click or tap here to enter text.
Role of organisation	<input type="checkbox"/> Data Custodian <input type="checkbox"/> Intermediary <input type="checkbox"/> Data Requestor
Physical address	Click or tap here to enter text.
Name of person authorised to enter into this agreement on behalf of the organisation	Click or tap here to enter text.
Position	Click or tap here to enter text.

2 – PURPOSE

2.1 Description of the project. Specify the outcome and what will be achieved through this project and any sub projects expected to result from this project. Specify any other datasets shared as part of this project (either internal to the ACT Government or external). Attach additional information as required.

Click or tap here to enter text.

2.2 How the data shared will deliver or support the project. Please also briefly describe how the project will deliver a public benefit.

Click or tap here to enter text.

2.3 The Parties agree to include a summary of this Agreement in the online Data Sharing Schedule provided as part of the 2022 Memorandum of Understanding on Data Sharing.

3 – TERM AND VARIATION OF AGREEMENT

3.1 The duration of this Agreement and/or the intervals for review

Drafting Notes The duration of the project (if different to the duration of the agreement) may also be specified.

Agreement duration:

Agreement start date: Date

Agreement end date: Date

Intervals for review (if applicable) Click or tap here to enter text.

Review start date: Date

Review end date: Date

3.2 Frequency of Supply State whether the data will be shared as a one off, an ongoing arrangement, or for a specific duration (include relevant dates if known).

Select all options that apply:

☐ One-off request

☐ Ongoing

☐ Defined timeframe

Expected commencement date:

Expected completion date:

3.3 The circumstances that must be met and the processes that must be followed for the Parties to vary this Agreement once signed.

☐ Both Parties must agree in writing

Other (Please specify)

Click or tap here to enter text.

4 – FIVE SAFES DATA SHARING PRINCIPLES

The Five Safes Data Sharing Principles are a risk management tool that balance the benefits of government data sharing with a spectrum of controls. Parties to this agreement are strongly advised to review the Five Safes framework provided in the Data Sharing Policy.

Drafting Notes If this Agreement covers sharing through an intermediary (such as to conduct data integration or provide access to the data), the principles should be applied to each stage of sharing between the Parties. For example, Data Custodians to intermediary (stage one) and intermediary to Data Requestor's organisation (stage two).

Project – Data is shared for an appropriate project

4.1 The purpose of the sharing project intended purpose for using the data being shared

Select all options that apply:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Improved planning or delivery of government services |
| <input type="checkbox"/> | Design, implementation or evaluation of government policy and programs |
| <input type="checkbox"/> | Improved reporting activities or relevant government functions |
| <input type="checkbox"/> | Research and development |
| <input type="checkbox"/> | To support the recommendation of a Royal Commission |
| <input type="checkbox"/> | To support public safety outcomes |
| <input type="checkbox"/> | To support the improved delivery of a Wellbeing Indicator |

4.2 If this Agreement includes sharing activities using an intermediary, specify the services the intermediary is to provide, including the conditions under which the intermediary is to provide the Shared Data with the Data Requestor.

Click or tap here to enter text.

4.3 Any approvals required for this Agreement.

Drafting Notes The approvals process(es) required will be determined by the nature of the project. Not all options listed below may be relevant. Attach additional evidence as required. Specify who is responsible for conducting or facilitating the approvals.

Select all options that apply:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Ethics approval (e.g. for human, health, religious, commercial or other research) |
| <input type="checkbox"/> | Privacy Impact Assessment |
| <input type="checkbox"/> | Financial approval |
| <input type="checkbox"/> | Information technology approval (e.g. cyber security) |
| <input type="checkbox"/> | Other (please specify)
Click or tap here to enter text. |

4.4 How the Shared Data will be handled once it is no longer required for the project

Drafting Notes Provide specific details of the proposed handling strategy, including how the proposed handling strategy is consistent with applicable information handling regimes such as the [Territory Records ACT 2002](#). Specify how all copies of the data (including any copies held on databases) will be handled.

Select all options that apply:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Destroyed
Click or tap here to enter text. |
| <input type="checkbox"/> | Destroyed with certification
Click or tap here to enter text. |
| <input type="checkbox"/> | Retained
Click or tap here to enter text. |
| <input type="checkbox"/> | Other (please specify)
Click or tap here to enter text. |

People – Data is made available only to appropriate persons

4.5 The following specified personnel are agreed to access the Shared Data for approved projects.

Drafting Note For projects handling non sensitive data, both Parties may agree to allow all individuals in an Active Directory Group access to the Shared Data by making the declaration below.

Organisation	Active Directory Group	Full Name	Role	Email address	Certifications
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Add more rows if required					
<input type="checkbox"/>	Both Parties agree all individuals in an Active Directory Group, including that Active Directory Group's relevant Ministers and Ministerial staff, may access the Shared Data.				

4.6 Any additional requirements the Data Requestor needs to meet (such as security clearances or use of specific software) to access and use the data.

Click or tap here to enter text.

4.7 If applicable, details of any technical, or other support, which will be provided by the Data Custodian and/or intermediary on behalf of the Data Custodian. Attach additional evidence as required.

Click or tap here to enter text.

Setting – Data is shared in an appropriately controlled environment

4.8 How the data will be shared.

Select all options that apply:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Data will be transmitted in a 'flat file' (e.g., csv, xls, xml)
Please detail how the data will be transmitted (e.g., email, shared drive, physical media)
Click or tap here to enter text. |
| <input type="checkbox"/> | Direct access will be provided to the data (please provide details):
Click or tap here to enter text. |
| <input type="checkbox"/> | Accessed via an intermediary system (e.g., PowerBI service, SQL server) |
| <input type="checkbox"/> | Other (please specify)
Click or tap here to enter text. |

4.9 Physical location where the data will be stored and accessed.

Select all options that apply:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Controlled workspace |
| <input type="checkbox"/> | Open plan office or similar |
| <input type="checkbox"/> | Accessed from home office or similar |
| <input type="checkbox"/> | Other configurations, including where data is stored and accessed in different locations (please specify)
Click or tap here to enter text. |

4.10 Digital location where the data will be stored and accessed.

Select all options that apply:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Data Custodian's controlled environment. Please detail which part of the environment will be used (e.g., a shared drive)
Click or tap here to enter text. |
| <input type="checkbox"/> | Data Requestor's controlled environment. Please detail which part of the environment will be used (e.g., a shared drive)
Click or tap here to enter text. |
| <input type="checkbox"/> | Other (please specify)
Click or tap here to enter text. |

4.11 Both Parties confirm environment the data will be managed and/or stored is compliant with the ACT Cyber Security Policy and appropriate for use in this project.

Drafting note this compliance includes that the information security management system is: (1) registered with DDTs, (2) identified in the administrative unit's Records Management Plan, and (3) has undergone a Business Systems and Digital Recordkeeping Functionality Assessment, including a records, information and data risk assessment. These requirements are established by the July 2022 version of the Cyber Security Policy and will be updated by any future revisions.

Please refer to the [ACT Cyber Security Policy](#) for more details.

- | | |
|--------------------------|---|
| <input type="checkbox"/> | The parties confirm environment the data will be managed and/or stored is compliant with the ACT Cyber Security Policy and appropriate for use in this project. |
|--------------------------|---|

Data – Appropriate protections are applied to the data

4.12 A description of the ACT Government data which is being shared.

Drafting notes The description of the data being shared may include information such as:

- the source datasets(s) and the relevant time period(s) required (e.g. monthly, annually)
- the type of variables requested (e.g. demographic, geographic, agency specific) and specific variables of interest (e.g. age, sex, etc.)
- format and level of detail required (e.g. unit record data file, cross tabulated data file)

Click or tap here to enter text.

- ☐ The parties confirm that the data described at item 4.12 will be shared under a 'no warranty' arrangement. In agreeing to a 'no warranty' arrangement, the Data Custodian agrees to use best endeavours to:
- make a suitable contact person available to support the Data Requestor's interpretation and use of the Shared Data, and to
 - review the Project outputs through additional, self-established criteria, to minimise the risk of misinformation.

4.13 Describe how each party will treat the data prior to its use (e.g. suppression, rounding) and which areas will treat the data within each organisation to satisfy confidentiality, sensitivities or secrecy provisions. Attach additional evidence as required.

Click or tap here to enter text.

Outputs – Outputs of sharing and the project are appropriate

4.14 Describe the outputs to be created by the project. Please include the formats and/or forums that outputs will be released or otherwise removed from the controlled environment through (e.g. online release, public release).

Drafting Notes Outputs are information or data created as a result of a data sharing arrangement. This may include but not limited to undertaking analytics, linking with other data, producing a publication, dashboards, reports or other public release e.g. as derived data on the open data portal.

Click or tap here to enter text.

4.15 Describe the Parties' intentions for the outputs described at item 4.14. Specify the Parties' intentions both during and at the end of the project.

Select all options that apply:

- ☐ Outputs will be provided to Data Custodian
- ☐ Outputs will be released publicly (state under which legislation and/or authority this will be done)
Click or tap here to enter text.
- ☐ Product(s) created by an intermediary will be provided to the Data Requestor as part of this Agreement
- ☐ Product(s) created by an intermediary will be made available for sharing under a new Data Sharing Agreement
- ☐ Other (please specify)
Click or tap here to enter text.

4.16 Whether the outputs described at item 4.14 will be reviewed and/or approved prior to the anticipated publication date. If so, the timeframe for the provision of the outputs to the Data Custodian and/or intermediary.

Select all options that apply:

- ☐ Yes, outputs will be reviewed/approved by the Data Custodian
- ☐ Yes, outputs will be reviewed/approved by the Intermediary
- ☐ No, outputs will not be reviewed

If "Yes"

- ☐ Timeframe for provision of outputs to Data Custodian and/or Intermediary
Click or tap here to enter text.
- ☐ Timeframe for clearance/approval of outputs by Data Custodian and/or Intermediary
Click or tap here to enter text.

4.17 If applicable, the circumstances in which the Data Requestor may release the output(s) described at item 4.14.

Click or tap here to enter text.

If the Data Requestor is not permitted to release output under this Agreement, please complete the acknowledgement below.

Acknowledgement:

- ☐ The Parties confirm that the Data Requestor is not permitted to share scheme data covered by this Agreement in any circumstances and must consider all outputs confidential.

4.18 If applicable, the circumstances in which the Data Requestor may provide: the data, a copy or download of the data, or access to the data specified at item 4.12 to a third party (known as on sharing):

Click or tap here to enter text.

(Or) Acknowledgement:

- ☐ The Parties confirm that the Data Requestor is not permitted to on-share the data shared in this Agreement in any circumstances.

4.19 If applicable, processes to minimise the potential for re identification or other confidentiality breaches for the outputs that are to be released or otherwise removed from the controlled environment.

Click or tap here to enter text.

4.20 If applicable, the circumstances in which the Data Requestor may provide ('on share'): the data, a copy or download of the data, or access to the data specified at item 4.12 to a third party.

Click or tap here to enter text.

If the **Data Requestor** is not permitted to 'on-share' the identified data in any circumstances under this Agreement, please complete the acknowledgement below.

Acknowledgement:

- ☐ The parties confirm that the Data Requestor is not permitted to share scheme data covered by this Agreement in any circumstances.

5 – OTHER CONDITIONS AND ARRANGEMENTS

5.1 Insert additional conditions here as required

Click or tap here to enter text.

5.2 The Intellectual Property (IP) rights of the Agreement.

Drafting Note the Memorandum of Understanding provides a standard IP arrangement for data sharing agreements. If this existing arrangement is applied to an agreement please make the below declaration.

Click or tap here to enter text.



The Intellectual Property arrangement detailed at item eleven of the Memorandum of Understanding applies to this Agreement.

ITEM 6 – SUPPLEMENTARY INFORMATION

6.1 Insert additional important information here as required

Click or tap here to enter text.

ITEM 7 – ACKNOWLEDGEMENT AND AUTHORISED APPROVALS

7.1 Having regard to the agreed purpose of the project, the data sharing principles and other relevant provisions of the legislation and/or authority, it is agreed that the data can be shared within the prescribed limitations, conditions and constraints.

By signing this Agreement, the Parties acknowledge that:

- the sharing is done under the relevant legislation [*Include here if applicable*] and/or authority and will not be used for:
 - 1) any purpose precluded by that legislation and/or authority; or
 - 2) a purpose that relates to national security within the meaning of the *National Security Information (Criminal and Civil Proceedings) Act 2004*;
- the Agreement prohibits the Data Requestor from using or sharing data and output covered by the Agreement other than in accordance with the conditions specified.

Furthermore:

- if the Agreement identifies an intermediary, the Agreement prohibits the intermediary from using or sharing data and output covered by the Agreement other than in accordance with the conditions specified.



The Parties acknowledge the legislation and/or authority specified above and that the signatories to this Agreement have the authority to enter into this Agreement.

ITEM 8 – TERMINATION

8.1 Describe how the Parties may terminate the Data Sharing Arrangement (if any).

Drafting Note For example, either Party may terminate by giving X days written notice to the other Party for any reason or for a specified reason, or to terminate without notice if there has been a serious breach of Privacy or Security Law.

Click or tap here to enter text.

ITEM 9 – SIGNATURES

Accepted and agreed

Signed by

<Signatory Name>

<Signatory Position>

<Organisation Name>

Signature: _____

Date: _____

Signed by

<Signatory Name>

<Signatory Position>

<Organisation Name>

Signature: _____

Date: _____

Signed by

<Signatory Name>

<Signatory Position>

<Organisation Name>

Signature: _____

Date: _____



Directorate name
Date