



Personal Data Sharing Agreement (PDSA) Template

This is a sample template for a data sharing agreement and use and disclosure of data subjects' persona information. Within the data sharing agreement there are important areas to consider for inclusion. At a minimum the agreement should specify the following: parties involved, including contact information; the purpose or need for the data sharing agreement; nature of the data to be collected; access and confidentiality of data; how the data is to be used; how and in what situations the agreement can be terminated by either party; and relevant legal authorities (tribal, state, national).

Disclaimer

This template is provided for informational purposes only and does not constitute legal advice. It should be customized and reviewed by legal professionals to ensure compliance with the Act and its regulations. Third parties should carefully consider their obligations under relevant data protection laws before signing this agreement.

PERSONAL DATA SHARING AGREEMENT

between
<Organization Title (Data Controller/Processors)>
and
<Organization Title (Third-Party)>

I. ENTITIES RECEIVING AND PROVIDING PERSONAL DATA

ENTITY RECEIVING PERSONAL DATA:

OFFICE:

CONTACT PERSON:

TITLE:

ADDRESS:

PHONE NUMBER:

EMAIL:

FAX NUMBER:

ENTITY PROVIDING PERSONAL DATA:

CONTACT PERSON:

TITLE:

ADDRESS:

PHONE NUMBER:

EMAIL:

FAX NUMBER:

II. PURPOSE, SCOPE, AUTHORITY AND TERM OF AGREEMENT

A. PURPOSE

Clearly define the specific purpose(s) for which the personal data will be processed. The personal data shared will only be used for this stated purpose.

B. LEGAL AUTHORITY

This Personal Data Sharing Agreement is authorized under [Insert relevant legal authority, e.g., the Personal Data Protection Act No. 11 of 2022], which grants the authority for the lawful sharing of personal data between entities for the purpose specified in this agreement. Both parties agree to comply with all legal and regulatory requirements governing the collection, processing, and transfer of personal data under this legal framework.

C. PERIOD OF PERFORMANCE

This Agreement shall be effective when signed by both parties and shall continue until terminated pursuant to the termination clause contained herein.

D. Scope

Describe the categories of personal data that will be shared. The parties agree to share the following types of Personal Data:
[List specific types of data to be shared]

E. OBLIGATIONS OF THE PARTIES

The Data Provider is responsible for ensuring the accuracy, legal compliance, secure transfer, and relevance of the personal data shared, as well as notifying the Data Receiver of any necessary changes. The Data Receiver must process the data only for the agreed-upon purpose, ensure data security, restrict access to authorized personnel, handle incidents promptly, respect data subject rights, and delete or return the data upon termination of the agreement.

F. DESCRIPTION OF DATA/DATA WORKPLAN

The Data Provider should provide a comprehensive description of the personal data being shared, specifying the types of data involved, the method of transfer, and the intended purpose for use. Additionally, a detailed data workplan must be included, outlining timelines, responsibilities, and security measures to ensure the appropriate handling and processing of the data throughout the agreement's duration.

G. ACCESS TO DATA

I. METHOD OF ACCESS AND TRANSFER

The Data Provider must outline the method of access and transfer for the shared personal data, specifying the technologies or platforms to be used for transmission, as well as any security protocols that will be implemented to safeguard the data during transfer. Additionally, the agreement should include instructions on how the Data Receiver can access the data, including any authentication requirements or access limitations to ensure compliance with applicable data protection laws.

II. PERSONS HAVING ACCESS TO DATA

All individuals who will have access to the data must complete data privacy training through [specify training provider or program]. Before any data transfer occurs, staff members and researchers granted access to the data must sign the "Use and Disclosure of Client Information" agreement, with signed copies provided to [specify recipient or entity].

III. FREQUENCY OF DATA EXCHANGE

The parties must specify the frequency of data exchange in this section, detailing how often data will be shared to meet the requirements of the agreement. For instance, data will be exchanged as necessary to fulfill reporting requirements and will occur on an ongoing basis between [X] and [Y] staff throughout the duration of the project.

D. DATA SUBJECT RIGHTS

H. SECURITY OF DATA

This section should outline the measures and protocols that will be implemented to ensure the security of shared data. Specify the technical and organizational safeguards that will be in place to protect data from unauthorized access, loss, or misuse throughout its lifecycle.

I. CONFIDENTIALITY

A. REGULATIONS COVERING CONFIDENTIALITY OF DATA

This section should identify and outline the relevant laws and regulations that govern the confidentiality of shared data. Include any specific obligations related to data protection, privacy rights, and confidentiality requirements that both parties must adhere to in accordance with applicable legislation.

B. NON-DISCLOSURE OF DATA

This section should specify the terms and conditions under which shared data must be kept confidential and not disclosed to unauthorized parties. Outline the obligations of both parties to protect the data from unauthorized access, use, or disclosure, and detail any exceptions to this non-disclosure requirement, such as legal obligations or prior written consent from the data provider.

C. Data Retention

This section should outline the policies and procedures for retaining personal data shared between the parties. Specify the duration for which the data will be retained, the criteria for determining the retention period, and the actions to be taken once the retention period expires, including data deletion or return. Additionally, ensure compliance with applicable data protection laws regarding data retention and highlight any responsibilities of the parties related to record-keeping during the retention period.

D. Subprocessing

This section should define the conditions under which either party may engage subprocessors to process personal data. Outline the obligations of the primary party to inform the other party of any subprocessors involved, including their identity and the specific data they will handle. Additionally, specify that subprocessors must comply with the same data protection obligations as outlined in this agreement, and require that a written

agreement is established between the primary party and the subprocessors to ensure data security and confidentiality.

J. PAYMENT

In this section, specify the payment terms related to the data sharing agreement, including any fees associated with the transfer or processing of data. Reference a separate contract if applicable, and outline the payment schedule, accepted methods of payment, and any conditions under which adjustments to fees may be made.

K. PROPERTY RIGHTS

Original materials prepared by X, including, without limitation: reports, In this section, outline the ownership and rights associated with the data being shared, including any intellectual property rights. Specify who retains ownership of the data and any derivative works created as a result of its use, as well as any limitations on the use of such data by the parties involved.

I. Data Use and Ownership

In this section, clearly define the rights and responsibilities of each party regarding the use of the data shared under this agreement. Specify who holds ownership of the data, how it can be used, any restrictions on its use, and what happens to the data upon termination of the agreement. Ensure that any intellectual property rights related to the data are also addressed, including rights to any modifications or derivative works.

L. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

M. Dispute Resolution

In this section, outline the process for resolving any disputes that may arise between the parties concerning this agreement. Specify the methods of dispute resolution that will be used, such as negotiation, mediation, or arbitration, and indicate the governing law that will apply. Include a timeline for addressing disputes and any required steps before initiating formal proceedings. Additionally, consider including a clause that emphasizes the importance of good faith negotiations in resolving conflicts amicably.

N. Liability

In this section, specify the extent of liability for each party in relation to the agreement. Outline any limitations on liability, including disclaimers for indirect, incidental, or consequential damages. Additionally, clarify the circumstances under which a party may be held liable, such as breaches of the agreement, negligence, or failure to comply with applicable laws. Consider including indemnification clauses to protect each party from claims or losses arising from the other party's actions or omissions.

O. TERM AND TERMINATION

In this section, define the duration of the agreement, specifying the start date and end date, if applicable. Outline the conditions under which either party may terminate the agreement, including any notice requirements and the grounds for termination, such as breach of contract, failure to comply with legal obligations, or mutual consent. Additionally, indicate any obligations that survive termination, such as confidentiality, data retention, and liability provisions.

P. RIGHT OF INSPECTION

In this section, outline the rights of both parties to inspect the data and processes involved in the agreement. Specify the conditions under which such inspections may occur, including notice periods and the scope of the inspection, such as reviewing compliance with the agreement terms and applicable laws. Additionally, detail any limitations on the right of inspection, including the protection of confidential information and the necessity for inspections to occur during regular business hours..

Q. ALL WRITINGS CONTAINED HEREIN

This section should clarify that the agreement represents the complete understanding between the parties regarding the subject matter and supersedes any prior negotiations, discussions, or agreements. It should also state that any amendments or modifications to this agreement must be made in writing and signed by both parties to be considered valid. Additionally, specify that no verbal agreements or understandings will have any effect unless documented in this section.

Organization XXXXX

Name/Title

Date

Name/Title

Date

Organization Y

Name/Title

Date

Name/Title

Date