# Data sharing agreement - framework

You may use this framework to create a Data Sharing agreement in projects where data from third parties are used for analysis and conclusion. Make sure to make a Data Sharing agreement with all data delivering parties. If data from different parties will be used and mixed, include all parties involved in the agreement. Consult with the legal officer of your Science Group, or contact the [Data Desk](mailto:data@wur.nl) for questions.

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| Topic | Specifically |
| Definitions | Lists definitions for all the terms used in the agreement |
| Period of agreement | How long will receiver be entitled to use the data? |
| Description of dataset | Description of data to be transferred: data type, size, format...etc. |
| Licence | Data provider grants data receiver a non-exclusive, non-transferable, terminable licence to access, copy and use the data.  Additional possible conditions - No modification of data, no derivatives,  named users/departments only, use restricted to the Purpose defined |
| Purpose of data sharing | How will receiver use the data?   * What studies will be performed, what questions asked, what are the expected outcomes? * Can receiver use the data to explore additional research question without the explicit consent of the data provider? |
| Constraints on data use/ data disclosure | List restrictions on how the data or data findings can be used.   * Must the data receiver document how the data is used? * Can the receiver share, publish or disseminate data findings without the explicit consent of the data provider? * Under what circumstances is data disclosure permitted |
| Data confidentiality | Describe the processes the receiver must use to ensure data confidentiality.   * What safeguards are in place to protect sensitive data? * The receiver guarantees that the data will be safeguarded from misuse and unauthorised access or disclosure. |
| Data security | Describe the methods and infrastructure the receiver must use to ensure data security.   * Where and how should hard copies of data be stored? * Where and how should digital copies of data be stored? E.g. data should not be stored on mobile devices or transferred unless encrypted. * What kind of password protection should be used? E. g 2fa * Who will have access to the data? * How will access be monitored? * What will happen to the data after the data sharing period has ended? |
| Methods of data sharing | Describe how and when data will be transferred from provider to receiver   * Which methods will be used to transfer the data? * How will a secure connection be guaranteed? * Will the data be encrypted before transferral? |

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| Topic | Specifically |
|  | * When will data be transferred from provider to receiver? |
| Financial costs of data sharing | Describe the costs of data sharing.   * What are the costs of data sharing? * Will the costs be paid by the provider, the receiver or both? |
| Publications | Describe the conditions whereby the data receiver may publish works  based on the transferred data, e.g. provision of copies, review period, consent, acknowledgement statements, etc. |
| Warranty and Indemnity | Disclaimer: no warranty or guarantee is provided i.r.t. data quality and completeness, fitness for purpose. Provider excludes liability for loss or damage the receiver suffers on account of the receiver’s use of the Data. Indemnity describes the agreements made if legal claims are made  against either party. |
| Termination and Modification | Describes the conditions whereby the DSA can be terminated or modified. For which term will confidentiality or other obligations survive termination of the agreement?   * Once the right of use expires, what happens to the data that has been transferred? Will the data be returned or destroyed? |
| Applicable law and  jurisdiction |  |