



ANNEX “H”

DATA SHARING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This DATA SHARING AGREEMENTS made and entered into this _____ day of _____, 20_____, by and between SORSOGON STATE UNIVERSITY, a state university duly established and organized pursuant to R.A. No. 11088, with postal address at Magsaysay Street, Salog (Pob.), Sorsogon City, Sorsogon, duly represented by its President _____, herein referred to as “UNIVERSITY”,

and

_____, a legal entity duly organized and operated under the laws of the Philippines, with postal address at _____, represented by _____, herein referred to as the “AGENCY”,

WITNESSETH

I. Purpose

In this section, both parties must state in non-technical language the purposes for which they are entering into the agreement, i.e. how the data will be used, what studies will be performed, or what the desired outcomes are perceived to be as a result of obtaining the data. The data will not be used to determine eligibility or to make any determination affecting the data subject.

II. Period of Agreement

The period of agreement shall be in effect from _____ until, or until terminated in writing by any of the parties herein.

III. Justification for Access

IV. Description of Data

The following data will be provided under this agreement:
 (list of specific data items and agreement parameters)

V. Access to Data

- A. Method of Access and Transfer – Data will be obtained in the following manner:
- B. Persons Having Access to Data – All persons who will have access to data must complete a data privacy training through (please specify)
 Prior to the transfer of any data, staff members and researchers who will have the access to the data shall sign the Non-disclosure and Confidentiality Statement.
- C. Frequency of Data Exchange – Data will be exchanged as needed to meet reporting requirements as well as on-going basis between the University and Agency Staff for the entire length of the project.

VI. Security of Data

Both parties will not attempt to identify individuals’ records by any method. Datasets containing protected health information shall be encrypted. All reasonable precautions shall be taken to secure the data from individuals who do not specifically have authorized access. Data shall be kept on a password-protected file server located in a secure environment. Project data will be kept in a separate directory on the server which is also password-protected and will be accessible only to Agency evaluators or staff members specifically authorized access as provided in this agreement.

VII. Confidentiality

- A. Regulations Governing Confidentiality of Data – The use and disclosure of information obtained under this agreement shall be subject to the provisions of the DPA and its IRR. The University and the Agency shall maintain the confidentiality of any information which may, in any manner, identify the data subjects.

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- B. Non-Disclosure of Data – The University and the Agency shall not disclose, in whole or in part, the data described in this agreement to any individual or agency not specifically authorized by this agreement. Data shall be provided on a timely basis. The University and the Agency will document uses and users of the data and will report this information routinely back to the Agency.
- C. The University and the Agency disclose directly to, or use for the benefit of, any third-party confidential information, knowledge or data required by virtue of its relationship with the other party named in this Agreement, without the prior written approval of the other party. It is understood and agreed by the parties that the obligations of this paragraph shall survive the termination of this Agreement.

VIII. Data Sharing Cost

(State in detail how the cost associated with the sharing or matching of data are to be met).

IX. Data Use and Ownership

Original materials prepared by the Agency, including without limitations: reports, programs, analysis, writing, sound recordings, pictorial reproductions or material of any type whatsoever, are and shall remain the sole and exclusive property of the researcher.

The University shall be cited as the source of the data in all tables, reports, presentations and scientific papers, and the Agency shall be cited as the source of interpretations, calculations and/or manipulations of the data.

X. Separability Clause

If any provision of this Agreement or any provision of this 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 provision of this Agreement are declared to be separable.

XI. Termination

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XII. Right of Inspection

The Agency shall provide the University the right of access.

IN WITNESS WHEREOF, the parties herein as duly authorized representative of the entities they respectively represent attest to and execute this Agreement effective with this signing set forth in this document.

 University President
 Sorsogon State University

WITNESSES

 Personal Information Controller
 Sorsogon State University

 Data Protection Officer
 Sorsogon State University

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
 PROVINCE OF _____
 MUN/CITY OF _____

BEFORE ME, this ____ day of _____ 20____, in the Mun/City of _____, Province of _____, Philippines, personally appeared:

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Name	CTC Number/ID Number	Issued at	Issued on
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

NOTARY PUBLIC
My commission expires on _____

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