



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:

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.

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.

ITEM 1 – PARTIES TO THE AGREEMENT

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

Drafting Notes - The parties to this Agreement should ensure that this sharing arrangement has been appropriately authorised. 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
Australian Business Number (ABN)	Click or tap here to enter text.
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.
Email	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
Australian Business Number (ABN)	Click or tap here to enter text.
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.
Email	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
Australian Business Number (ABN)	Click or tap here to enter text.
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.
Email	Click or tap here to enter text.

ITEM 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.

ITEM 3 – TERM AND VARIATION OF AGREEMENT

3.1 The duration of this Agreement and (if applicable) 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:

<input type="checkbox"/>	One-off request	
<input type="checkbox"/>	Ongoing	
<input type="checkbox"/>	Defined Timeframe	
	Expected commencement date:	Click or tap here to enter text.
	Expected completion date:	Click or tap here to enter text.

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

<input type="checkbox"/>	Both Parties must agree in writing
	Click or tap here to enter text.

ITEM 4 – DATA SHARING PRINCIPLES

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,
- the [Territory Privacy Principles](#) Schedule 1 of the *Information Privacy Act 2014 (ACT)*,
- the relevant sections of the [ACT Data Governance and Management Guide](#).

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 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 delivery of government services |
| <input type="checkbox"/> | Design, implementation or evaluation of government policy and programs |
| <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 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. |

4.3 If this Agreement covers data sharing conducted through an intermediary, specify the data services the intermediary is to provide.

Click or tap here to enter text.

4.4 If this Agreement covers sharing conducted through an intermediary, specify the conditions under which the intermediary is to share the data specified at item 4.14 with the Data Requestor.

Click or tap here to enter text.

4.5 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 (or other relevant legislation in another jurisdiction).

Select all options that apply:

- ☐ Destroyed
Click or tap here to enter text.
- ☐ Destroyed with certification
Click or tap here to enter text.
- ☐ Retained
Click or tap here to enter text.
- ☐ Other (please specify)
Click or tap here to enter text.

People – Data is made available only to appropriate persons

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

Drafting Note Appropriate persons are those persons who have the relevant skills, qualification and/or experience to undertake the approved project. Consider providing details of each person's employment arrangements and any associations with relevant organisation and/or sponsors. Attach additional evidence of these attributes and relationships (such as an Australian Government security clearance) as required.

Organisation	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.
Add more rows if required				

4.7 Any additional requirements the Data Requestor must meet (such as security clearances or use of specific software) to access and use the data. Please specify persons responsible for ensuring these requirements are satisfied.

Click or tap here to enter text.

4.8 If applicable, details of any technical, or other support, which will be provided by the Data Custodian and/or intermediary. 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. |

4.10 Physical location where the data will be stored and accessed once shared.

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. |

4.11 Digital location where the data will be stored and accessed once shared.

Select all options that apply:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Data Custodian's controlled environment |
| <input type="checkbox"/> | Data Requestor's controlled environment |
| <input type="checkbox"/> | Intermediary's controlled environment |
| <input type="checkbox"/> | Other (please specify)
Click or tap here to enter text. |

4.12 The agreed security and technical safeguards to ensure data remains secure and protected from unauthorised access and use.

Drafting Notes - Specify the safeguards that will be used during all periods of data transmission, use and access.

[Click or tap here to enter text.](#)

4.13 Does the environment the data will be managed and/or stored in fall under an ISO27001 compliant Information Security Management System (ISMS)?

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Yes (Data Requestor to provide certification if requested by the Data Custodian) |
| <input type="checkbox"/> | No |
| <input type="checkbox"/> | Unsure |
| | Click or tap here to enter text. |

If no ISMS information is available, describe in detail the physical and technical environment that will be used to transmit, store and access the data. Specify who is responsible for managing this environment. Attach additional evidence as required.

Click or tap here to enter text.

If no ISMS information is available, specify the safeguards that will be used during all periods of data transmission, use and access. Including privacy protections to be put in place.

Click or tap here to enter text.

Data – Appropriate protections are applied to the data

4.14 A description of the public sector data which is being shared.

Drafting Note - 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)

Please include details of any supporting information requested to accompany the shared data. Attach additional evidence as required.

Click or tap here to enter text.



(Optional declaration) The parties confirm that documenting the quality issues described in the data listed at item 4.14 presents a significant burden and 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.

4.15 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.

4.16 Describe any other data that will be available to Data Requestor in the same environment as the Shared Data. Please specify what data treatments will be applied to control for unauthorised use (e.g. matching). Attach additional evidence as required.

Click or tap here to enter text.

Outputs – Outputs of sharing and the project are appropriate

4.17 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 is not limited to: undertaking analytics, linking with other data, producing a publication, dashboards, reports or other public release.

Click or tap here to enter text.

4.18 The parties' intentions for any outputs described at item 4.17. Specify the Parties' intentions both during and at the end of the Agreement.

Select all options that apply:

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

4.19 Whether the proposed outputs will be reviewed prior to the anticipated publication date. If so, the timeframe for the provision of the outputs to the Data Custodian and/or intermediary. Please also indicate the timeframe the Data Custodian and/or intermediary will have to provide clearance or other approvals.

Select all options that apply:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Yes, outputs will be reviewed by the Data Custodian |
| <input type="checkbox"/> | Yes, outputs will be reviewed by the Intermediary |
| <input type="checkbox"/> | No, outputs will not be reviewed by the Data Custodian |

If "Yes"

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Timeframe for provision of outputs to Data Custodian and/or Intermediary
Click or tap here to enter text. |
| <input type="checkbox"/> | Timeframe for clearance/approval of outputs by Data Custodian and/or Intermediary
Click or tap here to enter text. |

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

Click or tap here to enter text.

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

Acknowledgement:

☐

The parties confirm that the Data Requestor is not permitted to share or release scheme data, or any project outputs covered by this Agreement in any circumstances.

4.21 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.

4.22 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 4.14 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.

ITEM 5 – OTHER CONDITIONS AND ARRANGEMENTS

5.1 The process to address a data breach. Indicate which Party will take lead responsibility for managing the breach including any resultant media and stakeholder engagement

Drafting Notes Data Custodians may have responsibilities under Part IIIC of the Privacy Act 1988 (notification of eligible data breaches) if the breach relates to personal information. Attach existing data breach process documents as required.

Click or tap here to enter text.

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

Drafting Note – an IP arrangement is provided as part of the ACT Memorandum of Understanding on Data Sharing. While this is not directly applicable as this sharing activity is not under the MoU, a copy of that IP arrangement can be applied to any data sharing agreement. For convenience, this option is provided below.

Click or tap here to enter text.



The Parties agree that:

- i. they are entitled to use any Intellectual Property Rights they may require in the performance of this Data Sharing Agreement,
- ii. any Intellectual Property Rights created in relation to the Shared Data (including all outputs), will, upon its creation, be managed by that Party that created it, and
- iii. the other Party will be provided all the necessary licences to use any Intellectual Property Rights which that Party requires to fulfil its obligations under this Data Sharing Agreement.

5.3 Describe the process to be followed in the event a Data Requestor enters insolvency or is otherwise unable to continue operations.

Click or tap here to enter text.

5.4 By making the declaration below, the Data Requestor acknowledges that the Data Custodian is not responsible for any losses incurred in scenarios where the Data Custodian is unable to provide the Shared Data for use in built products.



Both Parties agree to the above arrangement.

5.5 Any other conditions or arrangements not specified elsewhere in this Agreement.

Click or tap here to enter text.

ITEM 6 – SUPPLEMENTARY INFORMATION

6.1 Provide any supplementary information as required.

Click or tap here to enter text.



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 7 – ACKNOWLEDGEMENT AND AUTHORISED APPROVALS

7.1 This Data Sharing Agreement is made under the legislation and/or authority as specified in this Agreement. 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 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