**Data-Sharing Agreement**

Between

Hospital Name

***(The Provider)***

And

 Insert Company Name.

***(Recipient)***

**Scope of this Agreement**

Insert Company Name. currently provides or will provide certain Services, as defined below and described in **Exhibit A** hereto, to the Customer(s) pursuant to an Insert Company Name. license agreement(s) which, among other things, prohibits the disclosure to third parties of such Services licensed or disclosed by Insert Company Name. to Customers on a confidential basis without the prior written permission of Insert Company Name.. As used herein, "**License Agreement**" refers to the agreement by and between Insert Company Name. and a Customer whereby Insert Company Name. licenses certain Services to Customer, which, among other things, defines the terms upon which the Customer may use and disclose the Services and/or Deliverables (as defined below), as the case may be, and which agreement(s) is/are in effect as of the date of this Agreement. “**Services**” refers collectively to 1) the information, data, documentation, software, and/or analysis services provided by Insert Company Name. as described in **Exhibit A** hereto, 2) any deliverables issued by Insert Company Name. in connection with the provision of Services, including but not limited to reports and presentations (“**Deliverables**”), pursuant to the applicable License Agreement, and/or 3) any information derived from such access by Customer to such Services and/or Deliverables, as applicable.

The individual Customers, as the case may be, (the “**Disclosing Party**”) desires to allow access to the Services to the other Customer, as the case may be (the “**Recipient**”) for the express Purpose set forth above, which is the only purpose for which Recipient may use the Services. Insert Company Name. hereby gives permission to provide access to the Services described in Exhibit A to the Customers for such Purpose, subject to the terms and conditions contained in this Data Sharing Agreement (the “**Agreement**”). Recipient agrees that the license terms and confidentiality obligations relating to the Insert Company Name. Services set forth in its License Agreement in existence with Insert Company Name. as of the date of this Agreement shall apply also to the Services provided by the Disclosing Party under this Agreement. Disclosing Party agrees to release Insert Company Name. from any claim or cause of action and agrees to indemnify and hold Insert Company Name. harmless with respect to any losses suffered or any liabilities or damages incurred, whether direct or incidental, special, or consequential, and whether foreseeable or not, related to the release of the aforesaid Services to the Recipient.

**Confidentiality, use and storage of data**

The confidentiality of data pertaining to individuals will be protected as follows:

The data recipient will not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal the identity of individuals.

The data recipient will not release individual addresses, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal individual addresses.

Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.

**Term**

The term of this Agreement shall begin on the Effective Date set forth above and end on the earlier of (a) the termination of a License Agreement between Insert Company Name. and a Customer, or (b) thirty (30) days after written notice by a party to this Agreement is provided to the other two (2) parties indicating such terminating party's intention to terminate this Agreement.

Insert Company Name. and the Customers acknowledge their receipt and acceptance of the terms and conditions of this Agreement (including Exhibit A hereto) by their respective authorized representatives.

**EXHIBIT A**

**SERVICES**

|  |  |
| --- | --- |
| **Services/Deliverables:** |  |
| Frequency: |  |
| Format: |  |
| Data Period (if applicable): |  |
| Additional Services Description (if applicable): |  |

|  |  |
| --- | --- |
| **Services:** | **[Insert here the name of project (if applicable) and/or service name]** |
| **Deliverables:** | **[SPECIFY what DELIVERABLES from the project/services]** |
| Additional Services Description (if applicable): |  |