

DATA SHARING AGREEMENT
between
Tacoma Community College
and
(VENDOR)

This Data Sharing Agreement is entered into by and between Tacoma Community College and (Vendor) to establish the use, protection, and content of data needed by (Vendor) from Tacoma Community College to support the contracted service.

Tacoma Community College

Contact: Telephone:
Title: Email:
Division:
Address:

(VENDOR)

Contact: Telephone:
Title: Email:
Division:
Address:

1. Definitions:

"Data Access" refers to rights granted to (Vendor) to connect to Tacoma Community College systems, networks and/or applications, as well as the ability to view Tacoma Community College data.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between Tacoma Community College systems and (Vendor) systems, networks and/or employee workstations.

"Data Storage" refers to any recorded copies of College data including information stored on CD's, DVDs, servers, employee workstations, tape, USB drives, or any other storage media. Non-electronic storage such as paper printouts are included.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms intended to protect confidentiality. Data encryption of personal information is required during transmission and may be required during storage. Encryption type and strength to be established by mutual agreement.

"ASP" shall mean Application Service Provider, which is synonymous with the term Hosted Services.

"Data Exchange" includes the transmission of data held by a state agency to another entity and encompasses the act of students, staff, or faculty entering data into a system provided by an ASP that is stored at the ASPs Electronic Data Storage Facility. Therefore, Data Exchange shall mean data sharing, transfer, entering, providing, and sending any data from any college campus to any other entity by any means made available at the college campuses.

2. Period of Agreement

The period of this Agreement shall be from _____ until _____, or until terminated in writing by either organization.

3. Data Elements

Collection of data will be limited to the following elements:

(Vendor) may not collect College data without the express written approval of Tacoma Community College.

4. Intended Use of Data

(text of intended use of data)

5. Constraints on Use of Data

This Agreement does not constitute a release of the data to any organization for discretionary use, but allows access only to carry out the purposes described herein. Any ad hoc analysis or other use of the data not specified in this Agreement is permitted only with prior written authorization from Tacoma Community College.

(Vendor) staff shall not disclose, in whole or in part, the data provided by the College to any third party unless specifically authorized by this agreement as necessary to provide contracted services to Tacoma Community College.

(Vendor) shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement as they are granted access.

6. Data Security

Security

(Vendor) will employ industry standard security procedures and guidelines to protect Tacoma Community College data from unauthorized physical and electronic access.

(Vendor) shall disclose any system security breach following discovery or notification of the breach to any resident of this state whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay.

Immediately upon expiration or termination of this Contract, (Vendor) shall, at the College's option: certify that (Vendor) has destroyed all College data; or return all College data to Tacoma Community College; or take whatever other steps the College requires of (Vendor) to protect College data.

Data Categories

Normal: The least restrictive class of data. Although it must be protected from unauthorized disclosure and/or modification, it is often public information or generally releasable under college

procedures for processing public records requests. Examples of this class of data are: class schedules, course catalogs, general ledger data, and employee demographic statistics.

Sensitive: This class includes data which is required by law to enjoy specific protections or for which agencies are obligated to prevent identity theft or similar crimes or abuses. Examples of this class of data are: people’s names in combination with any of the following: driver’s license numbers, birth date, employee identification number, student identification number, address, telephone numbers. Also included are: education records including papers, grades, and test results, or information identifiable to an individual that relates to any of these types of information.

Confidential: These data elements are those that either are passwords in the traditional sense or function in the role of an access control such as a credit card number, expiration date, PIN, and card security code. Confidential Information includes, but is not limited to, Social Security numbers, financial profiles, credit card information, medical data, law enforcement records, agency source code or object code, agency security data, financial identifiers, business, receipt of governmental services, or information identifiable to an individual that relates to any of these types of information.

Data Security Requirements by Category:

Normal: (Vendor) asserts that they have defined data retention and data disposal procedures and have trained their staff on acceptable data handling procedures. All transmission of College data will be encrypted.

Sensitive: In addition to the above, access to sensitive and confidential information will be limited to those with a well-defined business need.

Confidential: In addition to the above, all data classified as confidential will be encrypted in storage as well as in transit. Access to these elements shall be tightly controlled and audited.

7. Amendments and Alterations to this Agreement

Tacoma Community College and (Vendor) may amend this Agreement by mutual consent, in writing, at any time.

8. Signatures

(Vendor)

Tacoma Community College

Signature Date

Signature Date

Title: _____

Title: _____