**DATA SHARING AGREEMENT**

This Data Sharing Agreement (“**Agreement**”) is made, effective as of [DATE] (“**Effective Date**”), between [DATA RENTER LEGAL NAME] (“**Recipient**”), a [STATE OF RECIPIENT ORGANIZATION AND TYPE] corporation with a principal place of a business at [PLACE OF BUSINESS], and [DATA COMPILER LEGAL NAME], a [STATE OF RECIPIENT ORGANIZATION AND TYPE] (“**Provider**”), having a place of business at [PLACE OF BUSINESS].

WHEREAS, Provider has compiled consumer personal data into the proprietary database described in **Exhibit A**; and

WHEREAS, Provider desires to provide consumer data to Recipient, and Recipient desires to receive the consumer data from Provider, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**

In this Agreement, the following terms shall have the meanings set out below:

* 1. “Data Protection Laws” means, to the extent applicable under this Agreement (i) the California Consumer Privacy Act (ii) the Gramm-Leach-Bliley Act (iii) the Health Insurance Portability and Accountability Act of 1996, (iv) applicable laws regulating data brokers, including but not limited to Cal. Civ. Code §§ 1798.99.80 and 9 V.S.A. § 2430(4)(A), (iv) any other relevant US federal or state data protection or privacy laws which otherwise relate to the Shared Personal Data, and (iv) to the extent applicable, the data protection or privacy laws of any other country, each including any applicable rules and regulations thereunder, and as amended, replaced, or superseded from time to time.
  2. “Shared Personal Data” means any personal information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household, and that is shared between the parties pursuant this Agreement, or in connection with any other agreement between the parties.
  3. “Data Incident” means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Shared Personal Data.

1. **Data Sharing and Processing**

Provider warrants that:

* 1. the Shared Personal Data has been, and will continue to be collected, processed and transferred in accordance with any applicable Data Protection Laws, privacy policies, security policies, and contractual obligations applicable to the Shared Personal Data;
  2. where Provider or Recipient seek to rely on the consent of a third party in order to process the Shared Personal Data, such consents have been obtained and documented accurately by Provider, and evidence of such consents and applicable privacy notice information shall be provided upon the reasonable request of Recipient;
  3. where the Shared Personal Data includes personally identifiable data that has been received by Provider from a third party, or has been processed by a third party on behalf of Provider, it has in place arrangements with those third parties which are adequate to permit Provider to share the Shared Personal Data with the Recipient, and for the Recipient to process and use such Shared Personal Data for the purposes of this Agreement; and
  4. Shared Personal Data provided to Recipient is accurate and current, and where Provider becomes aware of inaccuracies in Shared Personal Data, Provider shall promptly notify Recipient in writing of such inaccuracies.

Recipient warrants that it will:

* 1. not knowingly process, retain, use, or disclose Shared Personal Data unless permitted or required by Data Protection Laws;
  2. implement procedures so that any third party it authorizes to have access to the Shared Personal Data will respect and maintain the confidentiality and security of the Shared Personal Data. This provision does not apply to persons authorized or required by law or regulation to have access to the Shared Personal Data; and
  3. use its reasonable efforts to provide requested assistance to Provider regarding compliance efforts as required under the Data Protection Laws.

1. **Security**
   1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, and protect against accidental loss, destruction, alteration or damage to the Shared Personal Data. In assessing the appropriate level of security, Provider and Recipient shall take account in the risks that are presented by processing, and in particular risks of a personal data breach.
2. **Data Subject Rights**
   1. The parties agree that the responsibility for responding to a request from any data subject regarding such data subject’s Shared Personal Data under any Data Protection Laws falls to Provider.
   2. Recipient shall (i) notify Provider within 10 business days if Recipient receives a request from any such data subject, either directly or from a third party under any Data Protection Laws regarding such data subject’s Shared Personal Data, and (ii) not respond to any such data subject request except as requested by Provider or required by Data Protection Laws to which the Recipient is subject.
3. **Personal Data Breach**
   1. The parties agree that the responsibility for notifying the relevant supervisory or regulatory authority of any Data Incident involving the Shared Personal Data falls to Provider.
   2. Recipient shall notify Provider promptly upon Recipient becoming aware of a Data Incident affecting Shared Personal Data, and at that time shall provide Provider with information to allow Provider to meet any obligations to report or inform affected third parties of the personal data breach under applicable Data Protection Laws.
   3. Provider agrees to notify Recipient without undue delay upon Provider becoming aware of a personal Data Incident affecting Shared Personal Data provided to Recipient under this Agreement, and provide Recipient with sufficient information to allow Recipient to meet any obligations under the Data Protection Laws or this Agreement.
   4. The parties shall provide one another with full cooperation and assistance as reasonably requested by either party in relation to (i) any complaint, communication, or lawful request made in relation to the processing of the Shared Personal Data and/or (ii) the handling of any Data Incident.
4. **General Terms**
   1. Independent Contractors; Non-Exclusive. The parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement. Neither party is authorized to act on behalf of the other or to incur any obligations in the name of the other. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.
   2. Entire Agreement; Amendment. This Agreement contains the entire understanding of the Parties with respect to the transactions that are the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party. The terms of this Agreement govern only the disclosure and use of the Data as defined herein and do not apply to any other exchange between the Parties.
   3. Severability. The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof.
   4. Attorney’s Fees. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.
   5. Waiver. Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.
   6. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.
   7. Governing Law and Language. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Minnesota, without giving effect to any choice or conflict of law provision.
   8. A party may provide notice to the other party of any variations to this Agreement which a party reasonably considers to be necessary to address the requirements of any Data Protection Laws. If a party gives notice under this Section, the parties shall promptly negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the proposing party’s notice as soon as is reasonably practicable.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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| --- | --- |
| [PROVIDER NAME]  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [RECIPIENT NAME]  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit a**

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

DESCRIPTION OF DATA TO BE PROVIDED: [DESCRIPTION OF DATA]

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