



## DATA SHARING AND USE AGREEMENT

1. This Data Sharing and Use Agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_ between the Policy Committee on New York City Hunger Resources, a collection of New York City emergency food providers (“PCNYCHR”), and \_\_\_\_\_ (the “Recipient”).

2. This Agreement addresses the conditions under which PCNYCHR will disclose and the Recipient will obtain and use the data described herein (the “Data”). The Recipient understands that permission to use the Data is based upon the information described in the attached Data Request Form, and material changes to that information must be immediately communicated to PCNYCHR in writing. At the discretion of PCNYCHR, any such changes may render this Agreement void and require the Recipient to submit a new request.

3. The parties mutually agree that the Recipient does not obtain any right, title, or interest in any of the Data. Further, it is mutually agreed that Data attained by the Recipient under this agreement shall not be used for any purpose other than the purpose(s) indicated in the Data Request Form. The Recipient agrees to destroy the Data or return it to PCNYCHR upon completion of its intended use (as described in the Data Request Form) or after one year, whichever comes first.

### Data Transmission and Content

4. Data Transmission. The Data will be delivered to the Recipient in excel via email.

5. Data Description. The following data file(s) is/are covered under this Agreement: \_\_\_\_\_

The Recipient may only use the Data for the purposes listed in the Data Request Form for a period of \_\_\_\_\_ from receipt of the Data. Any extensions of this time period may be approved at the discretion of PCNYCHR.

6. Disclaimers. The Recipient agrees that it will not hold PCNYCHR liable for any incomplete or incorrect Data.

### Handling of Data

7. Data Security. The Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use or access to the Data, and to establish a plan for destroying the Data upon termination of its authorized use. The Recipient shall notify PCNYCHR of such safeguards and plan. Hard copies of the Data should be kept in a locked cabinet or room and electronic copies of the Data should be encrypted.

8. Disclosure. The Recipient represents and warrants that the Recipient shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data covered by this Agreement to any person. The

Recipient agrees that, within the Recipient's organization, access to the Data shall be limited to individuals on a need-to-know basis only.

9. Unauthorized Use. The Recipient must report to PCNYCHR, in writing, any access, use, or disclosure of the Data not permitted by this Agreement. In the event PCNYCHR determines or has a reasonable belief that the Recipient has made or may have made an unauthorized disclosure of the Data, or has used the Data for purposes other than the purpose(s) indicated in the Data Request Form, PCNYCHR, in its sole discretion, may require the Recipient to: (a) promptly investigate and report to PCNYCHR the Recipient's determinations regarding any alleged or actual unauthorized disclosure and/or uses, (b) promptly resolve any problems identified by the investigation; (c) if requested, submit a formal response to an allegation of unauthorized disclosure and/or use; (d) if requested, submit a corrective action plan with steps designed to prevent any future unauthorized disclosures and/or uses of the Data; and (e) if requested, return the Data to PCNYCHR. The Recipient understands that as a result of PCNYCHR's determination or reasonable belief that unauthorized disclosures and/or uses of the Data have taken place, PCNYCHR may refuse to release further data to the Recipient.

On behalf of the Recipient, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

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(Name and Title)

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(Company/Organization)

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(Street Address)

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(City/State/ZIP Code)

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(Phone/Fax Number and E-Mail Address)

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(Signature and Date)

On behalf of PCNYCHR, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

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(Name and Title)

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(Signature and Date)