**DATA USE AGREEMENT**

**BETWEEN**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

**AND**

**ENTITY’S LEGAL NAME**

**REGARDING THE SHARING OF […..] DATA**

1. **INTRODUCTION**
   1. This Memorandum of Understanding (MOU) is entered into on the Effective Date (defined below) by the **MAYOR AND CITY COUNCIL OF BALTIMORE** (the “City”), through its \_\_\_\_\_\_\_ (the “Department”) and **ENTITY’S LEGAL NAME** (the “Entity”) (collectively referred to as “the Parties”).
2. **OBJECTIVES**
   1. To grant permission to the Department to obtain the Entity’s data for the following purpose(s):
      1. …………
      2. …………
      3. …………
3. **DEPARTMENT’S RESPONSIBILITIES**
   1. In consideration for the release of data by the Entity to the Department, the Department agrees to the following terms and limitations on the use of the data:
      1. It shall use such information only for the purpose of ………….. as listed in Section 2 of this MOU and as described in legal authority.
      2. It shall not further disseminate such information to any third parties except in accordance with applicable federal and Maryland law and assumes all responsibility for the proper use, storage, and protection of such information and unauthorized access, modification, and dissemination.
      3. Individuals who are authorized to gain access to the data shall maintain the confidentiality of the data.
      4. Safeguards to protect the data and to prevent unauthorized access shall be in place at all times.
      5. No contact of any kind will be made with any individual identified through information contained in the data provided.
      6. No attempt will be made to link records with any other source of information without the Entity’s approval.
      7. No listing of information from individual records will be released or published.
      8. No data will be published or released in any form if an individual described in it is identifiable.
      9. Aggregate data with small cell sizes will not be published or released if the identity of any person could be deduced by the data.
      10. The Department will provide the Entity with a copy of any publication or release of findings which makes reference to the data at least timeframe such as 48 hours before publication or release of findings.
4. **ENTITY’S RESPONSIBILITIES**
   1. The Entity will continue to prepare and provide to the Department., on a timeframe such as monthly basis, a data product containing the ….. data.
5. **EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION**
   1. This MOU is effective upon signing by the last Party (the “Effective Date”) and shall remain in effect from the latest signature date unless modified or terminated. This MOU may be modified at any time by written consent of both Parties, and may be terminated by either Party upon insert timeframe such as sixty (60) days advance written notice by the terminating Party to the remaining Party.
   2. This MOU will be reviewed annually and may be revised and/or amended by mutual consent by the Parties.
   3. The terms and conditions of this MOU constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOU unless all Parties consent to vary or alter the provision in a signed writing.
6. **OTHER OBLIGATIONS**
   1. This MOU is not a substitute for any statutory, regulatory or policy obligation a Party may have. Any such obligations a Party may have are still binding on that Party and are not altered by the terms of this MOU.
7. **SIGNATURES**
   1. In acknowledgement of the foregoing description of the services and requirements set forth in this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of the terms and conditions of this MOU.

**MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

Title

Department/office

**ENTITY’S LEGAL NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name Date

Title

Entity

**THIS MOU HAS BEEN APPROVED FOR LEGAL FORM AND SUFFICIENCY.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Solicitor Date