

**DATA SHARING AGREEMENT
BETWEEN**

[] School/School District Name

AND
FHI 360

This Data Sharing Agreement (“Agreement”), is effective as of [] (the “Effective Date”) and is entered into by and between: (i) the providing party, [] (School/School District Name), located at [] (“Provider”); and (ii) the receiving party, Family Health International d/b/a FHI 360, located at 359 Blackwell Street, Suite 200, Durham, NC, US 27701 (“FHI 360”). Provider and FHI 360 are each a “Party” and collectively, the “Parties.”

1. Background.

a. The Bridge to Employment program (“Program”), funded by Johnson & Johnson and administered by FHI 360, works with 14- to 18-year old students in disadvantaged communities in the US and around the world to mentor them about health careers and educational opportunities beyond secondary school. The Program partners with local secondary schools and institutions of higher learning to provide students with real-world experiences to increase their academic knowledge and awareness of college and careers. FHI 360 also conducts evaluation activities in connection with the Program in order to assess its effectiveness, identify ways to improve Program services, and contribute to the general body of knowledge regarding effective methods for achieving desired school-to-career impacts and outcomes (“Evaluation Activities”).

b. Certain student data maintained by the Provider is necessary for FHI 360 to effectively administer the Program and carry out the Evaluation Activities. Provider recognizes that the Program and Evaluation Activities can achieve significant benefits for Program participants, their families and communities, and others, and is willing to provide such data to FHI 360 in order to facilitate achievement of those benefits.

2. Purpose of Agreement. The purpose of this Agreement is to set out the terms governing transfer, access, and use of data being provided by Provider to FHI 360 in connection with the Program and the Evaluation Activities.

3. Term and Termination. This Agreement is effective as of [DATE] and will remain in place until two years following [] *specified date* or the conclusion of the Program] or until terminated by either party. This Agreement may be terminated by either Party with thirty (30) days’ written notice to the other Party. The terms of this Agreement remain binding on any information shared prior to termination of this Agreement.

4. Data to Be Provided. The data being provided to FHI 360 includes personal data of student participants in the Bridge to Employment Program. Data is pseudonymized and includes demographic information such as age, grade, and race/ethnicity, and educational information such as grades and attendance records (collectively, the “Data”).

5. Permitted Use of Data. FHI 360 has the right: (a) to use the Data for any and all purposes it deems necessary with respect to the Program and the Evaluation Activities; (b) to fulfill funder reporting requirements; (c) to present, publish or use the Data or results of its analysis of the Data in journals; (d) to perform or allow others to perform secondary analysis on the Data; or (e) for any other purpose permitted under applicable law.

6. **Provider's Responsibilities**

a. Provider will produce the Data in an aggregated and pseudonymized form and will take all necessary steps to ensure that no identifying information is included in the Data or transferred to FHI 360. Provider is responsible for transferring the Data to FHI 360 through encrypted or other secure method to protect the Data from unauthorized access or disclosure.

b. Provider warrants and represents that it has complied with all applicable data protection regulations, including providing any required notices or obtaining any required consent, in connection with collecting and processing the Data.

c. Provider acknowledges that FHI 360 is located in the United States. To the extent, if any, that providing the Data to FHI 360 constitutes a transfer to a third country under applicable data protection regulations, Provider will satisfy all conditions required to lawfully transfer the Data to FHI 360.

7. **FHI 360 Responsibilities.**

a. FHI 360 will not use or disclose the Data for any purpose other than the Permitted Use, unless it is legally required to do so by valid legal order or applicable law.

b. FHI 360 will store, use, and otherwise process the Data in accordance with applicable data protection regulations.

c. FHI 360 will not disclose the Data to any third party other than as specified in this Agreement. FHI 360 will only disclose the Data to those FHI 360 employees, consultants, and advisors who require access to the Data to perform their duties with respect to the Program and Evaluation activities, or in connection with any Permitted Use of the Data by FHI 360.

d. FHI 360 will use appropriate administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of the Data other than as permitted by this Agreement, and in accordance with applicable data protection regulations.

Provider

FHI 360

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____