

Module 5

Designing data sharing  
agreements

**Checklist**

# Designing data sharing agreements

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## Introduction

This guidance note will take you through steps to consider your data sharing needs, whether a data sharing agreement is right for you and what to include.

### What is a data sharing agreement?

A data sharing agreement is an agreement between two or more organisations about how to share data. It will define what data is being shared and for how long, and any restrictions on its use.

Data sharing agreements can take many forms, depending on the scale and complexity of the data sharing. For example memoranda of understanding, service level agreements and formal legal contracts could all be data sharing agreements. A data sharing agreement is a set of common rules binding for all the organisations involved in a data sharing initiative. The agreement should be drafted in clear, concise language that is easily understood.

## Data sharing needs

### 1. Is the data already available?

If the data is already published then a sharing agreement may not be needed. Users who want to use the data should be able to access it from where it has been published (such as a website or portal), and use it according to the conditions of its existing licence.

If these conditions are too restrictive, or the data needs to include more attributes, question 2 will help you to consider whether a data sharing agreement is appropriate.

### 2. Do I need a data sharing agreement?

Data can be shared in lots of ways and it is important to consider which option suits you best and whether a data sharing agreement is appropriate.

The following scenarios will help you consider what is right for your circumstances.

- Scenario A: the data is published but the licence is too restrictive for the data to be used in this circumstance. For example the current licence may prohibit commercial use.  
*Consider whether you can alter the way the published data is licensed to reduce restrictions and move along [The Data Spectrum](#) towards open.*
- Scenario B: the data is not yet published and you want to pass it to another organisation for them to use with no charge or restrictions.
- Consider publishing the data as [open data](#) for anyone to access, use or share.

- Scenario C: the data is not already published and is not appropriate to publish it openly (e.g. to protect privacy, or because it is commercially sensitive, or for other legal reasons).

*A data sharing agreement to share directly between organisations may be best in this instance.*

- Scenario D: the data is not already published and contains data from a third party organisation(s), which could restrict how widely it can be shared.

*A data sharing agreement – including addressing any third party intellectual property rights – may be most appropriate in this instance.*

### **3. Am I able to share this data?**

Before proceeding with drafting a data sharing agreement, or publishing data under an open licence, you should consider whether you have the appropriate rights and permissions.

You may have previously collected data for other purposes. Data protection legislation, such as the [General Data Protection Regulation \(GDPR\)](#) might place restrictions on whether you are able to publish and reuse that data in other contexts.

Regardless of legislation, there may be ethical considerations that should inform whether you can publish and share data. Tools like the [data ethics canvas](#) can support you in exploring these issues. You may need to take steps to anonymise or aggregate data, or gain consent from the people who may be impacted by a data release before proceeding.

## What a good data sharing agreement should include

The sections below suggest some key areas to include in your data sharing agreement. They are not exhaustive but should help you decide on its contents. The aim is to be clear about what, when and how data will be supplied, what it can be used for and who is responsible for maintaining it.

### Context

This section sets out reasons for sharing data and the parties involved. Consider including:

- a description of the entities signing the agreement
- a statement summarising the purpose of the agreement- eg what are the objectives of the programme, and objectives of data sharing
- the main contacts in each organisation for queries about the data – eg the data asset owner
- any financial agreement, that may cover how both costs and benefits are distributed

### The data

- This section focuses on describing the data itself, so it is clear what will be shared specifically. Consider:
- What data will be shared?
  - Specify the name, description and any unique reference number to identify the data.
  - NB: if the data is described in an inventory or catalogue accessible to both parties, it might be described most easily and clearly by referencing its catalogue entry.

- What is the structure (e.g. attributes, parameters, etc) of the data that will be shared?
- What time period does the data cover (if appropriate)? Across what geography and at what spatial resolution (if appropriate)?
- What format is the data in?
- What quality does the data need to be? Can this be specified and measured?
- What is the source of the data?
  - Is it from one organisation or from a combination of different sources (intellectual property rights could have implications for how the data can be shared and used)
  - Do the contributing sources know that the data will be shared and are you committing them to providing regular updates through this agreement?
- Is this a one-off transfer or will updates be made? If updates are required:
  - would they be as necessary corrections to the data?
  - would they be as additions to the data?
  - how regularly can they be made?
- If this is a one-off transfer of data, then when will the data be provided?
- Roles and responsibilities. Where possible, include:
  - name and contact details of organisation representatives
  - description of role and responsibilities – eg who will prepare and update data, who will monitor implementation of the agreement, who to contact to resolve disputes etc

## Sharing

This section focuses on how the data will get from one party to another.

Consider:

- How is the data going to be shared between different parties?
- Where can the data be accessed or transferred?
- Are there any potential cross-border issues that could affect access, such as geographic location?
- Where is the data going to be stored?
- Who is responsible for hosting the data?
- Is the transfer method secure? (This is particularly important if personal, sensitive or national security data is being shared)

*Examples of how data can be shared, supplied and hosted include:*

- *open access publication*
- *depositing them with a specialist data centre, data archive or data bank*
- *making them available online via a project or institution website making them available via a secure, online interface that provides limited access to data*
- *making them available at a secure physical location depositing them in an institutional repository*
- *submitting them to a journal to supplement a publication making them available informally between researchers on a peer-to-peer basis.*



- How long is the data going to be shared for?
- If sharing is for a fixed time period, must the recipient destroy their copies of the data at the end of the agreement?
  - How will this be verified?
  - Are there local or international laws that could affect the data being shared?

## Use

This section focuses on specifying what the data can be used for. This can be linked to the data's source. Where data comes from more than one source (ie different organisations) you will need to check with the original data providers whether you have the right to share the data, and confirm any restrictions on use.

Consider:

- What permissions have been granted to each party that describe how they can use the data?
- What requirements do they need to follow in order to retain those permissions, e.g. to attribute the source of the data
- What restrictions might limit the use of the data. For example
  - Can the recipient share the data with other parties?
    - If so, under what conditions?
    - Can the data be sold?
  - Can the data be used in commercial products and services?
- Consider whether you need permissions (e.g from third parties or individual consent) to share or use the data
- If you are using a template data licence, then which licence are you using?

## Derived data

This section focuses on products that might be produced that incorporate data that has been shared.

Consider:

- Who will have rights over, or have access to what has been produced using the data that has been shared?
- Can derived data be published and, if so, what licensing restrictions might apply to how that data is published for reuse by others
- Are there any requirements from the funding donor for products being produced using the data? For example, the donor may have an open access policy which obliges the recipient of funding to make outputs available within a specific timeframe eg 6 months after completion of grant. See for example the Gates Foundation open access policy.

## Handling personal data

If the data to be shared includes personal data, you must include clauses to specify:

- how the data will be secured, in transit to third parties and while in their control
- the retention period for the data
- limitations to third-party use of the data

You must ensure that data being shared with the intended recipient is covered in an agreement made with the people that the data is about, along with how it is collected, processed and used.

If the personal data includes data about EU citizens then there should be clauses to specify compliance with the GDPR. Other local or international laws may also affect how personal data can be shared, and these should also be checked.

You should be transparent about how you are sharing personal data with others, e.g. by publishing who you are sharing data with, how that data is being shared, etc. We recommend adopting these [principles for organisations handling personal data](#) to help build trust and transparency around how you share data.

### What to do once you have shared the data

Agreeing to share the data is the first step. Once you've agreed what, when and how to share data, it is important to put a plan in place to manage the data supply. This should be part of the overall data management plan.

Important things to consider and plan for are:

- Keep a record of the data you share and who you share it with (ie in an inventory)
- Scheduling and resourcing updates
- Quality checking: is a certain quality required? How will you be confident you are providing data that is suitably accurate?
- Seeking feedback from the data user/recipient on its quality, completeness, format, timeliness etc
- Ensuring that the data user/recipient is complying with the terms of your agreement
- Resourcing any changes to how the data is managed based on user feedback
- Informing the data users/recipients about any planned changes to the scope, provision or availability of the data in future

## Additional resources

- [Data sharing agreement guide](#) from Chatham House
- [Data sharing agreement template and support pack](#) from CGIAR
- [Outputs management plans](#) from Wellcome foundation
- [Data sharing checklist](#) from the UK Information Commissioner
- [Data Sharing Code of Practice](#) from the UK Information Commissioner
- Data licences:
  - [Creative Commons](#)
  - [Open Government Licence](#) from the UK
  - [Other non-open licences](#) from the UK
- Licensing guidance:
  - [What are the impacts of non open licences](#) from the ODI
  - [Reusers guide to open data licences](#) from the ODI
  - [Publishers guide to open data licences](#) from the ODI

# Data Sharing Toolkit



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 **CABI** Data Sharing Toolkit



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