

| DATA SHARING AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF [INSERT COUNTRY NAME]

**PREAMBLE**

On [X DATE], the Government of the United States of America (hereinafter referred to as "U.S. Government") and the Government of [INSERT COUNTRY NAME] (hereinafter referred to as "COUNTRY NAME ABBREVIATION") entered into a Memorandum of Understanding (MOU) regarding collaboration on health programs. The MOU supports collaboration between the U.S. Government and [INSERT COUNTRY NAME] to detect, prevent, and respond to emerging and existing infectious disease threats affecting both [INSERT COUNTRY NAME] and the United States. This Data Sharing Agreement (hereinafter referred to as the "Agreement") is entered into by the U.S. Government and [INSERT COUNTRY NAME], hereinafter jointly referred to as the "Parties" and individually as a "Party."

**1. Purpose and Scope**

The purpose of this Agreement is to establish the terms and conditions under which the U.S. Government will have access to the data systems, platforms, and associated infrastructure used in support of health programs and supported through financial, technical, or other assistance from the U.S. Government in [INSERT COUNTRY NAME] (hereinafter referred to as "Covered Data Systems"). This Agreement aims to ensure transparency, accountability, and the effective use of resources to achieve shared objectives in health, while delineating the understandings and intentions of the Parties regarding the storage, access, protection, and use of data.

**2. U.S. Government Access to Data Systems**

**a. Access Rights:** The U.S. Government shall be granted the ability to access each Covered Data System. The U.S. Government shall also be given access to any metadata, dashboards, and reporting tools associated with the Covered Data Systems as well as any supporting documentation for the Covered Data Systems including, but not limited to, data models, data dictionaries, and analysis code repositories.

The specific terms of access to each Covered Data System are outlined in Appendix 1. To the maximum extent practical, [INSERT COUNTRY NAME] should not provide individual level data or personally identifiable information (PII) to the U.S. Government unless there is no other way that [INSERT COUNTRY NAME] can provide the required data access in a timely and accurate format.

**b. Duration of Access:** The U.S. Government's access to all Covered Data Systems shall remain in effect for [twenty-five (25)] years.

**c. Access Mechanisms:** [INSERT COUNTRY NAME] shall ensure that the U.S. Government is provided with secure, uninterrupted access to Covered Data Systems. This includes:

- i. Provision of login credentials or other secure access mechanisms
- ii. Maintenance of system functionality to ensure data availability
- iii. Notification of any planned system outages or updates that may affect access

**3. Data Use and Confidentiality**

**a. Permitted Use:** The U.S. Government shall use the data accessed under this Agreement solely for purposes consistent with metrics or activities referenced in Sections 1, 2, 4 and 5 of the MOU including, but not limited to, performance metric monitoring and audits. Data provided will be archived, stored, or disposed of in accordance with U.S. federal records requirements.

**b. Confidentiality:** The U.S. Government shall take all reasonable measures to protect the confidentiality of information contained within the Covered Data Systems in accordance with U.S. data protection standards. Where covered data are potentially identifiable, the U.S. Government agrees to maintain the confidentiality of the covered data to the fullest extent required by U.S. laws. The U.S. Government shall promptly notify [INSERT COUNTRY NAME] of any unauthorized access, use, or disclosure of any PII. The notification shall include a detailed report of the incident and the measures taken to mitigate its impact.

**c. Prohibited Use:** The U.S. Government shall not use the data for purposes other than those outlined in Section 3(a).

**d. Data Ownership.** The U.S. Government acknowledges that [INSERT COUNTRY NAME] retains sole ownership of the data and all intellectual property rights in Covered Data Systems. No license or conveyance of any such rights in the data is granted or implied under this Agreement.

**4. Additional Responsibilities**

**a. System Maintenance:** [INSERT COUNTRY NAME] shall ensure the continued functionality, security, and integrity of the Covered Data Systems for the duration of this Agreement.

**b. Data Quality and Audits:** [INSERT COUNTRY NAME] shall take reasonable steps to ensure the accuracy, completeness, and timeliness of the data within the Covered Data Systems. Data audits will be conducted by the U.S. Government or its contractors in accordance with Section 4 of the MOU.

c. **Notification of Changes:** [INSERT COUNTRY NAME] shall notify the U.S. Government in advance of any changes to the Covered Data Systems that may affect access or functionality

d. **Compliance with Applicable Laws:** The U.S. Government shall comply with all applicable U.S. laws and regulations in its use of the Covered Data Systems

**5. Additional Terms**

a. **Duration:** This Agreement shall enter into force on the date of signature by both Parties and shall remain in effect for the longest duration in Section 2(b) of this Agreement.

b. **Termination:** This Agreement may be terminated by mutual written consent of the Parties or consistent with paragraph 4.6 of the MOU. In the event of termination, the terms of the Agreements shall continue to govern U.S. Government's access to the Covered Data Systems for a period of ten (10) years from the date of termination

c. **Amendments:** This Agreement may be amended by mutual written consent of the Parties.

d. **Notices:** Any notice required under this Agreement is expected to be provided to:

For the U.S. Government  
[INSERT NAME]  
[INSERT ADDRESS]

For [INSERT COUNTRY NAME] Government  
[INSERT NAME]  
[INSERT ADDRESS]

Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Section. The Parties intend any notice, request or other communication under this Agreement to be in writing and delivered to the address specified in this Agreement or such other address as either Party may provide to the other Party.

e. **Privileges, Immunities and Facilities of Both Participants:** Nothing in this Agreement shall be interpreted or construed as a waiver of the privileges, immunities and facilities, including immunity from suit, which the Parties enjoy by virtue of the international agreements and national laws applicable to the Parties.

f. **Governing Law:** This Agreement shall be construed in accordance with U.S. federal law.

g. **Legal Status of the Agreement.** This Agreement does not constitute an international agreement and the legal obligations under this Agreement do not arise under international law.

h. **Resolution of Differences:** The Parties shall resolve any differences between them arising from or in connection with the interpretation or performance of this Agreement solely through consultations between themselves.

SIGNED on [DATE], in the English language.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

\_\_\_\_\_  
AMBASSADOR TO [INSERT COUNTRY NAME]

FOR THE GOVERNMENT OF  
[INSERT COUNTRY NAME]

\_\_\_\_\_  
[HEAD OF GOVERNMENT OR HIS OR HER  
DESIGNEE]

**APPENDIX 1:  
COVERED DATA SYSTEM ACCESS**

**1. Purpose and Scope**

This Appendix names the specific Covered Data Systems and outlines the terms of access to and reporting from each Covered Data System under the Data Sharing Agreement between the U.S. Government and [INSERT COUNTRY NAME]. This Appendix may be updated by the Parties by mutual agreement in writing, including adding additional data systems or platforms as appropriate.

**2. Covered Data Systems Access and Reports**

[INSERT COUNTRY NAME] shall provide to the U.S. Government the following real-time data access and reports:

**[X] national health data warehouse**

- Real-Time Data Access
  - # Authorized Users: No more than [X]
  - Authorized User Access: [viewer role, ideally broad querying capabilities without PII access]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]
  - Report #1 File Format: [CSV, Excel, JSON, etc.]
  - Report #1 Aggregation level: [National, Regional, Site-Level]
  - Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]
  - Report #2 Description: [Detailed description of the data provided in the report]
  - Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #2 Transmission Mechanism: [API, SFTP, etc.]
  - Report #2 File Format: [CSV, Excel, JSON, etc.]
  - Report #2 Aggregation level: [National, Regional, Site-Level]
  - Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- [Add additional reports as needed]

**[X] health management information system**

- Real-Time Data Access
  - # Authorized Users: No more than [X]

- Authorized User Access: [viewer role, ideally broad querying capabilities without PII access]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]
  - Report #1 File Format: [CSV, Excel, JSON, etc.]
  - Report #1 Aggregation level: [National, Regional, Site-Level]
  - Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]
  - Report #2 Description: [Detailed description of the data provided in the report]
  - Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #2 Transmission Mechanism: [API, SFTP, etc.]
  - Report #2 File Format: [CSV, Excel, JSON, etc.]
  - Report #2 Aggregation level: [National, Regional, Site-Level]
  - Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- [Add additional reports as needed]

**[X] surveillance and outbreak response data system**

- Real-Time Data Access
  - # Authorized Users: No more than [X]
  - Authorized User Access: [viewer role, ideally broad querying capabilities without PII access]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]
  - Report #1 File Format: [CSV, Excel, JSON, etc.]
  - Report #1 Aggregation level: [National, Regional, Site-Level]
  - Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]
  - Report #2 Description: [Detailed description of the data provided in the report]
  - Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #2 Transmission Mechanism: [API, SFTP, etc.]
  - Report #2 File Format: [CSV, Excel, JSON, etc.]
  - Report #2 Aggregation level: [National, Regional, Site-Level]

- Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- [Add additional reports as needed]

**[X] health commodity inventory management system**

- Real-Time Data Access
  - # Authorized Users: No more than [X]
  - Authorized User Access: [viewer role]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]
  - Report #1 File Format: [CSV, Excel, JSON, etc.]
  - Report #1 Aggregation level: [National, Regional, Site-Level]
  - Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]
  - Report #2 Description: [Detailed description of the data provided in the report]
  - Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #2 Transmission Mechanism: [API, SFTP, etc.]
  - Report #2 File Format: [CSV, Excel, JSON, etc.]
  - Report #2 Aggregation level: [National, Regional, Site-Level]
  - Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- [Add additional reports as needed]

**[X] lab management system**

- Real-Time Data Access
  - # Authorized Users: No more than [X]
  - Authorized User Access: [viewer role, with preference for regional and national level viewership with aggregate data if available]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]
  - Report #1 File Format: [CSV, Excel, JSON, etc.]
  - Report #1 Aggregation level: [National, Regional, Site-Level]
  - Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]

- Report #2 Description: [Detailed description of the data provided in the report]
- Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
- Report #2 Transmission Mechanism: [API, SFTP, etc.]
- Report #2 File Format: [CSV, Excel, JSON, etc.]
- Report #2 Aggregation level: [National, Regional, Site-Level]
- Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]

- [Add additional reports as needed]

**[X] pharmacy management system**

- Real-Time Data Access
  - # Authorized Users: No more than [X]
  - Authorized User Access: [viewer role, with preference for regional and national level viewership with aggregate data if available]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]
  - Report #1 File Format: [CSV, Excel, JSON, etc.]
  - Report #1 Aggregation level: [National, Regional, Site-Level]
  - Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]
  - Report #2 Description: [Detailed description of the data provided in the report]
  - Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #2 Transmission Mechanism: [API, SFTP, etc.]
  - Report #2 File Format: [CSV, Excel, JSON, etc.]
  - Report #2 Aggregation level: [National, Regional, Site-Level]
  - Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- [Add additional reports as needed]

**[X] Electronic Medical Record**

- Real-Time Data Access
  - # Authorized Users: No more than [X]
  - Authorized User Access: [viewer role, with preference for regional and national level viewership with aggregate data if available]
- Report #1
  - Report #1 Title: [X]
  - Report #1 Description: [Detailed description of the data provided in the report]
  - Report #1 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #1 Transmission Mechanism: [API, SFTP, etc.]

- Report #1 File Format: [CSV, Excel, JSON, etc.]
- Report #1 Aggregation level: [National, Regional, Site-Level]
- Report #1 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- Report #2
  - Report #2 Title: [X]
  - Report #2 Description: [Detailed description of the data provided in the report]
  - Report #2 Frequency: [Annual, Monthly, Weekly, etc.]
  - Report #2 Transmission Mechanism: [API, SFTP, etc.]
  - Report #2 File Format: [CSV, Excel, JSON, etc.]
  - Report #2 Aggregation level: [National, Regional, Site-Level]
  - Report #2 Performance Metrics Included: [Select from metrics in Sections 1.1, 1.2 and 1.3]
- [Add additional reports as needed]

### 3. Definitions

“Authorized User” means an individual who has a need for access to the covered data system, has been granted appropriate access to such system, and has executed necessary documentation. Authorized Users will be employees, contractors, or other agents of the U.S. Government.

## Technical Guidance

### Definitions

For each Covered Data System with real-time access, the Appendix is expected to describe:

- **Authorized Users:** Specify the maximum number of individuals authorized to access the system’s data under this agreement.
- **Authorized User Access:** Define the level of access granted (e.g., viewer, analyst) and restrictions (e.g., no PII).

For each Covered Data System report, the Appendix is expected to describe:

- **Title:** Provide a clear, concise name for the report that reflects its content and purpose. This should enable easy identification and reference in all communications.
- **Description:** Describe the report’s content, including the type of data included. Refer to examples below for illustrative types of data to include.
- **Frequency:** Specify how often the report will be produced and shared (e.g., monthly, quarterly).
- **Transmission Mechanism:** Outline the secured method through which the report will be transmitted (e.g., email, secure FTP, API). The mechanism should ensure data confidentiality and integrity.
- **File Format:** Indicate the format(s) in which the data will be delivered, such as CSV, Excel, or JSON. Choose formats that support both human readability and machine processing.
- **Aggregation Level:** Define the data aggregation level (e.g., national, regional, facility level / lab level, etc).
- **Performance Metrics Included:** List any of the performance indicators from Section 1.1, 1.2, or 1.3 of the MOU that will be included in the report.

### Illustrative Example

#### National Health Management Information System

- Real-Time Data Access
  - # Authorized Users: 4
  - Authorized User Access: Viewer role without PII access
- Report #1 Title: Process Metric Update for Q2 2026