



CONTRACTS  
FOR DATA  
COLLABORATION

# USER GUIDE

## Library



## ABOUT

The C4DC team has assembled a repository of analyzed data sharing agreements (DSAs). Please visit our library at [contractsfordatacollaboration.org/library](https://contractsfordatacollaboration.org/library) or [c4dc.knack.com/search](https://c4dc.knack.com/search) to explore the growing collection. The platform will allow you to do the following:

- Search through our entire collection of agreements
- Search for specific terms that show how agreements address key questions from our analytical framework
- View the full text of agreements broken down according to our analytical framework
- Follow a link to the original agreement document

## Search Types

### List of All Example Agreements

The first search type presented is “List of All Example Agreements.” A table presents an overview of the agreements in the repository with general details about the agreements and the associated forms of data collaboration, including:

- Agreement Title – the title of the data sharing agreement that appears on the original document
- Parties Involved – a complete list of the signatories to the agreement
- Description – a brief description of the agreement and the type of data sharing involved
- Sector(s) – the sector of society or the economy that the agreement relates to
- Region(s) – the regions of the World that are covered by the agreement
- Link to Full Agreement Text – a direct link to the original agreement document
- More Details – a link to a separate page within the library with additional details about the agreement

Clicking “Click to view” under “More Details” (the rightmost column of the table) leads to a separate page within the library that provides additional overview details about the agreement, as well as the complete analysis of the agreement according to the analytical framework. Refer to “Navigating the Analytical Framework” for an explanation of the agreement analysis. Please note that each analysis table includes 49 entries, so either use the dropdown filter to expand the number of rows or follow links to advance to other segments of the table.

List of All Example Agreements		Advanced Search			
List of All Example Agreements					
Showing 1-24 of 24 <a href="#">Export</a>					
Agreement Title	Parties Involved	Description	Sector(s)	Region(s)	More details
Agreement between the Government of the Federal Republic of Germany and the Government of Jersey for the Exchange of Information relating to Tax Matters	Government of the Federal Republic of Germany, Government of Jersey	An agreement between government entities on sharing of tax-related information.	Criminal Justice	Europe and Central Asia	<a href="#">Click to view</a>
Agreement in Regards to the Management of Meteorological Networks in the Province of British Columbia	British Columbia Hydro and Power Authority ("BC Hydro"), Province of British Columbia ("Province"), Rio Tinto Inc., Capital Regional	An agreement between government entities and the private sector on data sharing from weather stations and related weather apparatuses.	Environment	North America	<a href="#">Click to view</a>

## Advanced Search

Selecting the “Advanced Search” type will allow you to search for specific agreement terms. A number of filters are available, including:

- Keyword Search – search for a keyword within all available leading question categories, specific questions, and agreement text
- By Question – narrow the search to terms according to the list of 49 specific questions (see “Navigating the Analytical Framework”)
- Parties Involved – select from among a list of all parties represented in the repository
- Region(s) – select from regions of the world that are covered by agreements
- Sector(s) – select from among sectors of society or the economy that the agreement relates to
- Associated SDG(s) – select from the list of 17 Sustainable Development Goals (SDGs)
- Data User(s) – search by the category of parties that will be using data from the collaboration
- Data Contributor(s) – search by the category of parties that will be contributing data to the collaboration
- Type(s) of Collaboration – search by the type of collaborative relationship between the parties
- Shared Data Assets – search by the type of data or data derived insights that the agreement addresses
- Operational Value Proposition – search by the operational value of the collaboration
- Societal Value Proposition – search by the societal value of the collaboration

Running a search returns a table of associated terms from across the repository. Each row in the table displays how a certain question from the analytical framework is answered in a given agreement. The leftmost column of the table gives the title of an agreement, and questions from the analytical framework appear to the right of this. The right side of the table displays quoted passages under “Agreement Text”. If the question is not answered in the text of the considered agreement, the entry will appear as [Not found in agreement]. By clicking “Click to view” in the rightmost column (“More details”), you will be directed to a separate page in the library with a complete view of the selected passage, along with an overview of the agreement and a full analysis of the agreement text.

List of All Example Agreements
Advanced Search

### Advanced Search

Use this page to view the text of agreements assessed under C4DC's analytical framework. All filters are optional, and are available for elements including specific question answered in the contract and various classifications (e.g. Parties Involved, Type(s) of Collaboration, etc.).

NOTE: Keyword search on this page will search within all available questions and agreement text. It will not search within classifications of the agreement (e.g. Associated SDG(s), type of Data Contributor(s), etc.). Please use the "By Classification" filter for that purpose.

**Keyword Search**

**By Question**

**Question**

**By Classification**

**Parties Involved**

**Data User(s)**

**Data Contributor(s)**

## Navigating the Analytical Framework

The C4DC team has developed an analytical framework that divides the text of data sharing agreements into their critical elements. Under the leading questions of Who, What, When, Where, Why, and How, there are 49 questions that address important aspects of data sharing agreements. Not all questions will necessarily be answered by a given agreement, but the framework allows for a direct comparison between multiple agreements, as well as a tool for quickly understanding the important terms of an agreement.

The analytical questions appear both in the Advanced Search results and in the views of individual agreements. Please refer to the table that follows for detailed explanations of each of the questions in the framework.

Leading question category	Question	Detailed questions	Explanation
Why	Why has this agreement been formed?	What is the "need" that the data activities covered by the agreement will address? What are the activities and purposes to which the data will be applied? How does the data and the various anticipated "data actions" serve the intended purposes of the program?	Explain the problem area that the collaborative is addressing, the stated purpose of forming this agreement, along with shared motivations and understandings that are given. This question considers the context and purpose of the data collaboration in general and this agreement in particular.
Why	Why is it believed that data actions under the contract will help address the purpose of the agreement?	How does the use of the data fulfill the purpose given above?	Explain how the partners ultimately plan to use the data.
What	What data assets are covered by the agreement?	What are the data assets that are the subject of the agreement? Are all data sources party to the agreement? Was data collected directly from data subjects or produced by other means? Are additional data assets likely to be introduced to the program over the course of the project? Is the data sharing initiative under consideration duplicative with existing datasets?	Describe the technical specifications of the data that are covered in this agreement. This can include explanations of the phenomena under consideration, the measurement process, the data specifications, and more.
What	What is the source of the data?	Were data collected from individual data subjects? Were they taken from a publicly accessible database, API, internal administrative data sources, etc.?	Related to the data description, explain the actual source of the data.

Leading question category	Question	Detailed questions	Explanation
What	What forms of permissions and consent are needed to access and use data about people?	Who is responsible for assuring the necessary permissions and consents have been secured for the various data actions (such as collection, storage, hosting, analysis, etc.) relating to data about people that are anticipated under the agreement? Who is responsible for engagement with data subjects?	This question relates to the subset of data that is about individual humans. There are a host of specific laws and policies that affect data actions taken with respect to such data. The parties should discuss which of such specific rules apply (if any) and who will be responsible for compliance with these rules.
What	What will be the format of the data?	What data formats, standards, and conventions will be applied to the data assets?	Data can be collected and held in multiple formats. The use of inconsistent formats can hinder the use of data by other parties. The parties should discuss the format in which the data is held and whether any conversions or conforming changes to format are needed to support the data actions anticipated under the agreement.
What	What are the requirements for metadata?	How and according to which standards will metadata be generated? How will any program metadata be shared between parties (if at all)?	The term "metadata" refers to data generated through processes that use other data. "Meta-data" is just another type of data, but the term is used to distinguish it from the original data that is the subject of a particular program. Thus, for example, a data sharing agreement may generate "meta-data" about who used the shared data, what dates it was used, etc. If the program will generate such "meta-data"
Who	Who are parties to the agreement?	Who are the signing parties to the agreement?	Give the list of parties that have signed the agreement, along with any introductory information about the individual parties.
Who	Who will provide the data?	Who will provide the data?	Indicate which party (or parties) have committed to providing particular data sets or data rights to enable the data activities. Also note any data providers that might not be party to the agreement.
Who	Who will receive the data?	Which party or parties will receive the data and/or data rights provided through the agreement?	Indicate which party (or parties) will receive particular data sets or data rights.
Who	Who are the third parties?	If third parties are mentioned, does the agreement describe how they will be involved or how their rights will be protected?	Note any third parties that are not signatories but that are recognized in the agreement. The potential list of third parties includes: local communities, researchers, funders, private sector, governments, NGOs, International Organizations, and others. Note that "third party beneficiaries" of the agreement is both an informal consideration about program intention and also a formal legal question.

Leading question category	Question	Detailed questions	Explanation
Who	Who else can access the data?	What is mechanism for data to be made available to stakeholders that are not parties to the agreement? What is the procedure for authorizing data access? Which parties are permitted to access and/or manipulate data assets shared through the agreement? How will access controls be established within institutions, particularly for recipient or intermediary organizations? Under what circumstances will data and/or insights be made available to parties such as expanded stakeholder community, scientific community, research partners, secondary research/users, students/student workers, policy drafters, government representatives, commercial parties?	Explain how access controls and procedures will be established within institutions.
Who	Who is the data host?	Who will be hosting the data, and is this entity a party to the agreement? What duties are placed on the data host? If the host is not one of the parties, then to whom does the host owe primary loyalty? Is the host an "agent" or representative of a party to the agreement? Is there a "Data Steward / Fiduciary" role envisioned for the host?	The purpose of the contract is to document the parties' expectations regarding various data actions that will be taken with respect to the subject data. Data Hosting is a term that encompasses multiple potential data actions, such as storage, processing, transfer, etc. The status of the data host as a party, as a fiduciary, etc. should be discussed by the parties, and described in the agreement to help set party expectations regarding those actions.
Who	Who will analyze the data?	If one party will perform data analysis on behalf of others, is that process described in the agreement?	The analysis of data involves the application of one or more analytical frameworks. These frameworks may be formal (like institutional checklists) or informal (like biases, etc.). In either event, the "analysis" of data signals the conversion of inert data to valuable insight and information. When that value creation exercise is engaged in by one party on behalf of another it is important that the agreement document the manner in which that value will be accounted for (in terms of sharing value and in terms of documentation) among the parties.

Leading question category	Question	Detailed questions	Explanation
Who	Who needs to receive training?	Are there requirements for training or certification of any parties or stakeholders relating to: confidentiality, security (at appropriate system levels), human rights, cultural adaptation, data de-identification, data breach responses, other relevant statutory requirements, data administrators and technical specialists? Does that training cover all stakeholder needs? Is training available from start to finish of the program? Is the training easily accessible?	Topics for training might include: confidentiality, security (at appropriate system levels), human rights, cultural adaptation, data de-identification, data breach responses, other relevant statutory requirements, data administrators and technical specialists
Who	Who has rights under the agreement?	How will party and non-party interests be protected?	Contracts establish rights and duties of the parties. They can also affect the interests of non-parties. The parties should be clear about who is burdened and benefitted by the terms of the agreement, and whether or not they have specific enforceable rights under the agreement. For example, if data is being shared to benefit a particular population of disaster victims, but those victims are not formal 'parties' to the agreement, the victims may not have rights under the agreement, but the parties may want to protect the victims' rights through another mechanism.
Who	Who has what duties under the agreement?	What duties are placed on one or more of the parties to support achievement of this data sharing program's goals? Who is responsible and what are duties relating to data submissions, data accuracy, third party consents to transfer of data? If there are multiple recipient parties involved, how are any differences in roles or responsibilities documented? How will the duties and responsibilities of the parties be secured? How will the duties and responsibilities of the parties be secured?	Contracts establish rights and duties of the parties. They can also affect the interests of non-parties. The parties should be clear about who is burdened and benefitted by the terms of the agreement, and whether or not they have specific enforceable duties under the agreement. For example, if a school enters an agreement to share student data for government poverty-relief efforts, are the students or teachers under a duty to help fulfill those duties, even if they are not direct contracting parties?

Leading question category	Question	Detailed questions	Explanation
Who	Who among the parties is affected by rules from outside the agreement that affects their performance of data actions?	Are there rules outside of the agreement that affect its operation?	Various statutory and regulatory rules, as well as normative and other policy and economic variables affect the performance of various parties whether or not the contract is in place. For example, US banks are subject to bank regulation "outside" the contract, so the performance of banks under data sharing agreements will be affected by this outside law. Contracts often include a clause that the contract will be deemed modified to the extent necessary to conform to applicable law. Ask whether such modification would undermine the parties' expectations for performance under the contract.
Who	To whom can duties under the agreement be delegated?	If a party to the agreement can assign or delegate its duties under the agreement, how is the third-party service provider's performance managed?	Parties to an agreement occasionally need to assign some or all of their rights, or delegate some or all of their duties under a contract to another party. Assignments of rights are often less constrained than delegation of duties, since the performance of the duties is critical to parties realizing their expectations under the agreement. In any event, the parties should be clear about whether any duties under the contract might be subcontracted to another party, and typically the assignor will still be held responsible for the subcontractor's actions if there is a performance failure.
How	How is the agreement formed?	Explain the form of this agreement. Is it a legal contract, an MOU, an agreement in principle, etc.? Is it a bilateral or multilateral agreement? Is it binding or non-binding agreement? Are there related agreements (such as data hosting) to integrate or to cross reference? Are there "attachments" or "exhibits" that are part of the agreement? What will be the "master copy" of the agreement? Where will the authoritative data sharing agreement terms be maintained?	Human and institutional "agreements" can take many forms and be documented in various ways. Each has different advantages and disadvantages for the parties. Many parties have existing relationships (such as commercial relationships or statutory relationships of government entities, etc.) that can influence the form that a data sharing arrangement can take. The parties should consider the level of formality and enforceability that they desire in the agreement in relation to their other pre-existing ties to one another.



Leading question category	Question	Detailed questions	Explanation
How	How are terms defined?	What definitions are given? What are the rules for interpretation of the agreement?	One of the helpful features of contracts is their use of defined terms. Defined terms in an agreement help to limit ambiguities that may be present in common usage of a term, and thereby reduce risk to the parties associated with that ambiguity. Are there defined terms that the parties will use in the agreement. These should be defined in the agreement or by reference to a stable set of definitions provided elsewhere.
How	How is the program managed?	How is the data sharing relationship managed? How is program administered? How will data [actions][manipulation] be managed over the lifespan of the project – including as it relates to version control, format changes, additional datasets brought into the analysis, etc.?	The data sharing agreement provides an opportunity for the parties to review and describe their operations and administration as they relate to data and data sharing. Each relevant data action (such as collection, holding/hosting, processing, transfer, etc.) should be described in sufficient detail to enable the operation and administration of the program.
How	How is data hosted?	What are the requirements for data hosting? Are there technical and/or policy specifications relating to the system where it is hosted or accessed by stakeholders? How are requirements associated with data hosting and access established or changed? Where is the data housed and mirrored? Are there any special requirements associated with hosting data about individuals or confidential or proprietary data? What specific limitations are being placed on the use of shared data assets?	The hosting or holding of data is an important data action. Data must be held so that it is sufficiently secure, accessible and useable to fulfill the parties' needs under the relevant program. When data is being shared, the party providing the data will want to be satisfied that the data hosting and other actions will have sufficient integrity so that the value of the data is not compromised for use in their other operations.
How	How is data use limited?	What specific limitations are being placed on the use of share data assets?	Sometimes parties providing or sharing data want to limit its use in time or in scope to prevent the data use from being contrary to its other interests. Those "other interests" may be proprietary, competitive, contractual, etc. Any such limitations should be specified in the agreement, where they can be made binding on the recipient party.

Leading question category	Question	Detailed questions	Explanation
How	How will data be managed in the long-term?	Is there a plan for archiving data and/or long-term storage? In the alternative, is there a requirement that data (and/or derived data) be deleted at a certain time?	Establish and document any requirements for either archiving data or deleting data at a certain time. The parties should consider how long the data will be needed and how it will be managed and accounted for during the term of the contract (and even after contract termination where the parties agree).
How	How are access permissions handled?	Are there different levels of access and permission structures for different stakeholders and/or roles? Etc. How are new participants admitted (esp. if multilateral agreement)? What is the process for the admission of new participants and the granting of access to new stakeholders? Is there a data sharing committee (formed from among stakeholder representatives) that makes those determinations?	In data sharing settings, the data may be stored by one of the parties to the agreement or a third party. Regardless of who is in possession of the data, procedures for accessing the data must be put in place to prevent unauthorized access, and to prevent parties with authorized access from exceeding the scope of their authorization.
How	How will security and confidentiality be protected?	Are there provisions in the agreement that establish performance criteria for technical systems, people or institutions to further security and privacy (system integrity) goals? Are there specific requirements to keep the data, the relationship, or other aspects of the program secret, secure or confidential? Do one or more of the parties have expectations that data and/or the program will be considered secret and kept confidential beyond the requirements of relevant security and privacy laws? Are there potential harms to person or property that might occur if identity, and data are not kept secure? If data or program information is expected to remain confidential, is the recipient of such data capable of maintaining such confidentiality consistent with other program goals?	Consider both intentional and accidental breaches of security and confidentiality in setting expectations for data system integrity, security and privacy. Consider issues of protecting data at rest and in transit.

Leading question category	Question	Detailed questions	Explanation
How	How are the rules for various data actions under the agreement organized and operated to achieve program goals?	What are rules for collection, generation, use, transfer of data? What is timing of data access/data transfer in the agreement?	Data sharing agreements can help to make the actions of parties taken with respect to data more reliable and predictable. The parties should consider all of the actions that each will be expected to take with respect to data and assure that the agreement terms are consistent with those expectations. It is also helpful to get the operational and administrative personnel involved to assure that the contract promises are achievable from an operational perspective.
How	How does the agreement promote reliability/predictability/trust among parties?	How does the agreement make the parties' data actions more reliable and predictable?	An agreement can help to build trust among parties without other relationships. Also, parties' reliable performance under an agreement can help to build trust. The parties should consider the ways in which a lack of trust hampers interaction between the parties, and seek to use the data sharing agreement to help establish and build trust in those areas.
How	How will the scale and type of data actions affect party performance?	How does the nature, scope and scale of the data that will be generated or collected affect party's data duties?	Consider whether additional duties and resources are needed to scale the system or to incorporate different sorts of data.
How	How do parties communicate?	How do contracting parties communicate among themselves and with others about the program that is documented in their agreement? Are there defined terms agreed to by the parties in the agreement to avoid misunderstandings? Who has authority to receive notice for each party? What are reporting requirements between and among the parties? How are third party contacts and inquiries handled?	Internal and outside communications both play a role in supporting the program of which the data sharing component is a part. The contract should describe the parties' expectations regarding communication and information flows under the program.
How	How is the program resourced?	What are the funding and resource requirements for the project? What are other resource sharing and allocation understandings - samples, infrastructure, money, etc.? Who pays what costs and provides which resources? How will unanticipated costs be avoided and handled? What is expected compensation for data management personnel?	All data sharing arrangements rely upon some level of commitment by the parties, sometimes including the commitment to provide money, resources and personnel support needed to make the program a success. These program resource requirements should be detailed in the agreement. Parties frequently also include a provision that a party is not permitted to incur costs on behalf of another party without their permission - the parties are not agents for one another.

Leading question category	Question	Detailed questions	Explanation
How	How are proprietary issues handled?	Are there elements of the planned collaboration, e.g., intellectual property, that necessitate additional licenses, certifications, or other legal instruments? Are there IP (copyright, patent, trademark, trade secret) issues to address? Are there other proprietary interests of parties to address?	"Proprietary" interests include such things as the commercial, competitive, property ownership (including intellectual property), reputation and other similar interests of a party. Parties entering into data sharing interests will frequently make such proprietary interests explicit in the agreement, so that the parties are clear on what is and is not being made available to the other party.
How	How will any non-legal behavior standards affect the parties' performance?	What, if any, norms, standards, principals, or other considerations might oblige certain actions by parties? Are there non-legal sources of performance measurement that the parties should reference in the agreement? Are there non-legal (e.g., normative, ethical, principal-based, trade practices, industry standards) that establish rights or duties of care to which any of the parties are obliged to conform? Are there other non-legal or informal codes of conduct that are expected to guide the behavior of one or more of the parties? Are there any university research teams that might have requirements for data operations and/or publication that apply to the data covered by the agreement? Are there any Trade associations (e.g., GSMA), International Associations (e.g., APEC) and commercial collaborations (e.g., PCI-DSS for credit cards) that might have normative rules for data sharing that affect the agreement? If the data is being used for scientific enquiry is there an Institutional Review Board (IRB) or equivalent? How might those authorities and sources be referenced in the agreement?	Parties behaviors and actions are influenced by both legal requirements (established in laws, regulations and contracts) and non-legal expectations (such as norms, principles, ethical codes, etc.). Large scale data networks are relatively new, and don't benefit from extensive legal precedent for their organization and operation. That vacuum is sometimes filled by principles (such as "Fair Information Practice Principles" and other non-binding behavioral and performance standards. Even where such non-legal authorities are unenforceable, they may be stable enough to be cross-referenced in the agreement, providing additional guidance to participants.

Leading question category	Question	Detailed questions	Explanation
How	How are parties held to account?	If the data is being used in ways outside of the data controller's legitimate interests are there: impact balancing assessments, independent supervision/governance bodies, processes for engaging with the data subject to inform them of their rights, duties and remedies? How will data use and access be tracked? What are accountability mechanisms for party performance under the agreement? How is compliance with agreement terms measured? Will data use and access be auditable and by what mechanisms?"	What are the mechanisms through which a party's performance is tested under the agreement? What are the remedies for parties in situations where other parties fail to perform under the agreement? Consider escalation processes to scale the remedies to the severity of the party failure.
How	How are representations and warranties handled?	Are there representations and warranties relating to authority to enter into the agreement, compliance with law, authority to share data, third party consents?	Representations are assertions of fact and warranties are promise to indemnify if the fact is untrue, that are required to induce agreement of the parties.
How	How are issues of risk handled?	What are the parties' expectations regarding various risks of the relationship, including threats and vulnerabilities from intentional and accidental causes? How is risk sharing enforced? How will the parties structure terms relating to indemnification, disclaimers, limitations on liability, and insurance requirements in support of their respective and collective goals under the agreement?	Parties can be affected by various threats and vulnerabilities of themselves and other parties (including non-parties to the agreement) that can undermine their achievement of goals under a data collaboration. How are various risks associated with intentional attacks, unintentional accidents, acts of nature and acts of AI/autonomous systems accounted for by the parties in the agreement? Do any of the parties seek to limit their liability for any such risks?
How	How are data breaches handled?	How are the statutory and operational requirements of data breaches handled?	Data breach laws have been passed in various jurisdictions in the last several years. Most require notice to data subjects when data about them has been compromised, and many create other duties as well. "Data Breaches" are variously defined in different jurisdictions, but all involve some degree of unauthorized access to data (frequently "personal data" relating to individuals). Data sharing agreements and data collaborations should be crafted with these "background law" requirements in mind to assure consistency with relevant jurisdictions.

Leading question category	Question	Detailed questions	Explanation
How	How are extreme events that impact the contract handled?	<p>Are there extreme circumstances that could interfere with the parties' performance under the agreement? Are there circumstances in which the parties would be relieved of their duties under the agreement? What part of parties' duties is relieved in the event of a supervening "act of nature?" What part of parties' duties is relieved in the event of a supervening "act of AI?" Who is deemed responsible for harms caused unintended consequences of AI, machine learning, and algorithmic decision making in the program? What are the allocations of responsibility for AI, algorithmic and other analysis and decision making undertaken by system components that are neither human or institutional, and hence are not subject to being sued in their own names?</p>	<p>In contract law, "force majeure" provisions relieve parties of certain duties in certain extreme circumstances (such as floods, storms, general strikes, wars, etc.). The parties should consider the types of events that are outside of any of the parties control, but which could affect their performance under the agreement.</p>
How	How will the program be publicized?	<p>How are program activities publicized? Is there a plan for publicizing results broadly for maximum impact from program output? Who will act as a spokesperson for the program? What is approval process for different types of communication? What are protections of confidentiality of data in context of publicity? What are the requirements for acknowledgements of contributions to the program in any public statements? Are there mechanisms to assure that data dissemination and communication are "appropriate" from various non-legal, cultural perspectives?</p>	<p>Successful data sharing and data collaboration relationships depend on communication. Internal communications among the contracting parties are dealt with elsewhere. The parties should also consider the communications of the parties relating to the program also to OUTSIDE parties. How are written and spoken communications of the program organized to assure consistency and impact of the program. What are the processes and procedures that can help assure that there is appropriate consensus about the communications?</p>

Leading question category	Question	Detailed questions	Explanation
When	When is the agreement in effect?	What is the initial term of the agreement and how do renewals work?	Data agreements are typically not perpetual. What is the agreement term and how does it match the party's data needs?
When	When can the agreement be modified?	What are the procedures for modifying the contract?	Parties may find that their situations change or that their real-world operating context is different than that imagined at the time of contract preparation. In those and similar circumstances, the parties may desire to modify the agreement to better align it with reality. Parties should consider the likely frequency of such modifications (particularly for long term agreements), and how they will be effected, and how the modification can affect actions started prior to modification.
When	When will data actions take place?	Give any time specific data actions from the agreement. When will data actions under the agreement begin and end? What is the timing of data access/data transfer? How regularly will data be updated?	The timing of the performance of duties is typically important to one or more parties to an agreement. Important dates should be specified in the agreement.
When	Are there procedures in place for when conflict arises between parties?	Explain any procedures the agreement provides for resolving conflicts between parties. For example, is there an escalation process to resolve disputes internally? Does the agreement call for alternative dispute resolution (arbitration or mediation)?	Even good relationships can give rise to misunderstandings and disputes. To the extent that such events are anticipated by the parties, efficiency can be gained by including dispute resolution and escalation provisions in the agreement.
When	When can the agreement be terminated?	Is termination possible both with or without cause? Can certain participants be suspended without terminating the entire agreement?	Agreements can expire at their end date, or can be terminated early. Pathways and settings in which termination before expiration is permitted are often set forth in agreements to help manage the relationship during what may be a less amiable period.
When	Do any contract duties survive when the agreement is terminated?	Are there duties from the agreement that continue beyond termination?	Such duties might include data security measures to protect confidentiality and privacy.

Leading question category	Question	Detailed questions	Explanation
When	Do data need to be deleted when the agreement is terminated?	Is there an obligation to dispose/destroy data upon termination?	Data is an intangible that can be physically copied with ease. As a result, it is difficult for a data provider to assure that data recipients don't continue to enjoy the value of data after termination. They cannot rely on the "return" of the property as they can with leased physical equipment, etc. Parties should consider what actions are appropriate regarding data upon termination.
Where	Do the locations where the program actions take place create connections that lead to certain legal requirements?	Consider the place in which each action covered by the agreement will occur. This includes the various data actions such as data collection, copying, holding, transfer, processing, using, etc. What is the applicable law for the contract? What national/regional regulatory regimes apply? Does the law/regulation of the place where each action will occur establish certain duties (such as privacy or security duties) that can affect the expected "duty of care" of a party under the agreement? Are there other aspects of the agreement that create "nexus" such as residence of the data subjects, locations of services, etc.? Are there statutory/regulatory security privacy requirements to address? Are there administrative or judicial standards particular to the jurisdiction in which the activities take place (or where the data subjects reside in the case of personal information) that must be met? Consider that certain privacy laws (such as the EU General Data Protection Regulation (GDPR) and US State Data Breach Notice Laws that require compliance with the laws of the residence of the data subject - which is not necessarily the same as the location of the data or data actions.	Consider the place in which each action covered by the agreement will occur. This includes the various data actions such as data collection, copying, holding, transfer, processing, using, etc. Under the law of all jurisdictions, various actions are deemed to create a legal "presence" (called nexus) which empowers that jurisdiction to apply its laws to the parties taking such actions. For example, owning property in a jurisdiction, "doing business" in a jurisdiction and other actions typically convey "jurisdiction" on a location. Data systems (cloud, networks, etc.) are new, and frequently incompletely and inconsistently treated under various laws. This is a messy area, particular in the context of cross border data sharing and collaboration.
Where	Does the transfer across borders create additional requirements?	Will the data (or information gleaned from the data) be transferred across borders? Are there other jurisdictions that might be involved?	The presence of a national (or subnational) border over which data is shared or accessed can raise particular issues of legal jurisdiction and sometimes conflicting authority.