# Sample Data Collection, Use, and Sharing Agreements

This sample data collection, use, and sharing memorandum of understanding contains basic provisions that can guide the data collection responsibilities of the High Need Communities and service area Middle and High Schools.

This document outlines key considerations when developing data sharing agreements (DSAs) and Memorandum of Understanding (MOU). A DSA is a document that includes a detailed description of the ways that data is shared among two or more parties. A DSA can stand alone or be part of an MOU. An MOU is a written agreement that outlines the relationship between two or more parties.

This document is only a sample and should be revised to fit the needs of the high need community and school based on the performance measures determined in the communities’ local needs assessment.

Collaboration with the PFS lead data evaluator, Eric, and the schools in designing your data sharing procedures is strongly encouraged.

## TTA Contact for Data Agreements and MOU:

Eric Canen

Ecanen@uwyo.edu

307-760-0307

# Data Agreement

This agreement is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“High Need Community (HNC)”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“School”) for data collection, use and sharing and the implementation of the PFS grant.

**Term of the Agreement**

This agreement is effective from date of signature through September 30, 2028.

**Scope of Agreement**

1. The school district will participate in the 2025 and 2027 opt-in or voluntary option of the YRBS, administering the survey to their students in grades 7 through 12. They will work with the North Dakota Department of Health and Human Services and the chosen YRBS contractor to collect the data.
2. The school district will authorize the PFS evaluation team to use the deidentified school district's student data from the 2023, 2025 and 2027 YRBS administrations to analyze the project outcomes. They agree to allow results from these analyses to be released to SAMHSA for grant reporting and included in project evaluation reports. The PFS evaluation team will follow all YRBS requirements that safeguard the confidentiality of the student responses, including not reporting results that have fewer than the minimum number of respondents as established by the YRBS.
3. The school district will participate in the 2026 and 2028 PFS Youth Survey, administering the survey to their students in grades 7 through 12. The school district will work with the PFS evaluation team to ensure it is successfully administered during the spring semester of those years according to the protocols established and approved for the study.
4. The school district agrees to allow the PFS evaluation team to use and analyze the student data from the PFS Youth Survey for the project evaluation and grant data reporting requirements. They authorize the release of data results from the PFS Youth Survey to SAMHSA for grant reporting and include them in the project evaluation reports. The PFS evaluation team will follow similar data reporting requirements as the YRBS to safeguard the confidentiality of the students' responses, including having a specific minimum number of respondents before reporting data results for that group.
5. The YRBS and the ND PFS Youth Survey (YS) will follow similar survey data collection and results reporting procedures to safeguard the confidentiality and to ensure the student responses remain anonymous and not be personally identifiable.
6. To protect against any unauthorized release, the PFS evaluation team will encrypt the data during collection, transfer, and storage, as well as have a specific minimum number of respondents before reporting data results for that group.​

**Amendment of Agreement**

This agreement may be amended by mutual agreement of the parties. Amendments are not binding unless they are in writing and signed by persons authorized to bind each of the parties.

**Termination of Agreement**

The work of the PFS grant will be guided by the ND State Department of Human Services Behavioral Health Division PFS project managers. Either party signing below may agree to terminate this agreement at any time, with a 10-day notice in writing prior to dissolving the agreement.

**Agreement Deadlines**

All deadline requirements will be determined by the ND PFS project team. Dates are subject to change, as determined by the PFS project managers.

**ONCE ALL SIGNATURES ARE COMPLETED THE PARTIES HAVE EXECUTED THIS AGREEMENT:**

|  |  |  |  |
| --- | --- | --- | --- |
| “High Need Community” Signature: |  | Date: |  |
| “School” Signature: |  | Date: |  |