

GOVERNOR'S INDIAN HEALTH ADVISORY COUNCIL TRIBAL DATA SHARING AGREEMENT CHECKLIST

For use by State Agencies, Organizations, and Tribal Nations

Tribal Data Sharing Agreement Overview

A Tribal data sharing agreement provides the terms and conditions under which a Tribe and a governmental agency or organization share and use data. These terms and conditions should include requirements for how a governmental agency or organization will ensure a Tribal jurisdiction has informed consent on how their Tribal data, including sensitive communicable disease data about their Tribe and their Tribal members, are shared with third parties. Tribal data sharing agreements should also include language that recognizes Tribes as public health authorities with equal to or greater access to data as other governmental public health authorities. These agreements should be developed in consultation with Tribal governments.

Purpose of Tribal Data Sharing Agreement Checklist

This document provides recommended items for state agencies and organizations to include when developing data sharing agreements with Tribal nations.

How This Checklist Was Developed

This document was developed by Tribal leaders and staff serving on the Washington Governor's Indian Health Advisory Council (GIHAC) established under R.C.W. 43.71B. The American Indian Health Commission (AIHC) facilitated nine GIHAC meetings where Tribes provided critical input and feedback on data sharing and use by non-Tribal entities. On December 3, 2024, GIHAC voted to approve this checklist and recommend its use in drafting Tribal Data Sharing Agreements. A [Model Tribal Data Sharing Agreement](#) can be found on the AIHC website. For more information about this checklist or Tribal data sharing agreement resources, please contact AIHC Executive Director, Vicki Lowe at vicki.lowe@aihc-wa.com.

Tribal Data Sharing Agreement Checklist

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PART I: TRIBAL DATA SOVEREIGNTY PRINCIPLES

<input type="checkbox"/>	<p>1. Inherent Authority to Manage Data. Tribes possess the sovereign authority to manage the collection, ownership, application, and interpretation of their own data even when it is collected by federal, state, or local governments and/or other third parties.</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none">• The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will formally recognize and respect this inherent authority by involving Tribes in all stages of data collection, analysis, interpretation, and use and ensuring their administration over the process.• The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will develop policies to ensure that Tribal oversight is in place whenever Tribal data is collected or utilized by external entities.
<input type="checkbox"/>	<p>2. Ownership of and Authority Over Tribal Data. Tribes retain an ownership interest in data and authority even when the Tribe’s data are located in state, federal, or other datasets. This interest remains when the Tribe’s data are aggregated with other data.</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none">• [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will explicitly recognize Tribal ownership and authority over their data and will establish clear mechanisms to safeguard this ownership in cases of aggregation or third-party handling.• [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will implement continuous monitoring and formal agreements to ensure that ownership and authority rights are respected across all data storage platforms.• [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will not utilize data sets in a manner that drills down to a specific Tribe’s data without their permission.
<input type="checkbox"/>	<p>3. Informed Consent. Tribes have the right to informed consent on how their data, including protected health information about Tribal members, are used or shared with third parties as defined in Part II, Section 2 of this checklist.</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none">• [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will develop and enforce consent policies that require Tribal approval before sharing or using Tribal data.• [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will provide the Tribe informed consent procedures in plain language.

	<ul style="list-style-type: none"> • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will establish transparent consent processes and require clear documentation to ensure the Tribe is fully informed before their data is utilized by external entities. These processes should also include informing the Tribe on how the Tribe’s data will be used by external entities.
<input type="checkbox"/>	<p>4. Equitable Access to Data. Tribes must have the same or enhanced access to state data as other public health jurisdictions to effectively carry out their governmental duties.</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none"> • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will ensure that [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] provides Tribes with timely and equitable access to all relevant datasets and establishes access pathways that are either equal to or greater than those provided to other public health jurisdictions. • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will develop dedicated processes for data access along with technical assistance and necessary training to facilitate Tribal access and use of data for governance and policymaking.
<input type="checkbox"/>	<p>5. Equal Partners in Data Projects. Tribes must be equal partners in the design and implementation of data projects that involve their data or interests. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION], and Tribes will work collaboratively to develop and identify population-based projects to support public health functions of the Tribe and the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION].</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none"> • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will ensure that Tribes are full collaborators in any data project, from inception to execution, with equal decision-making power. • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will establish joint planning committees to involve Tribes in project design, implementation, analysis, reporting, and interpretation. • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will work collaboratively with Tribes and third parties to identify state and foundational public health resources.
<input type="checkbox"/>	<p>6. Consulting and Engaging with Tribes on Use of Their Data. [NAME OF GOVERNMENTAL AGENCY] must meaningfully consult, engage, and/or partner with Tribes on how and when [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] shares Tribal data with third parties, and how it analyzes, reports, or interprets Tribal data.</p>

	<p>Demonstration of Commitment:</p> <ul style="list-style-type: none"> • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will implement formal consultation and/or engagement processes to ensure that Tribal input is sought and integrated whenever their data is shared, analyzed, interpreted, or reported. • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will develop a structured feedback loop so that Tribes are continuously informed and able to provide direction on the use of their data throughout all stages of the data lifecycle. • [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will update existing data sharing agreements with third parties to include this requirement.
<input type="checkbox"/>	<p>7. Privacy and Security Protections. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] and Tribes will collaboratively strengthen privacy and security, including cybersecurity protections, by focusing on the following key elements: data access controls, encryption standards, data sharing agreements, data storage, retention, and destruction, and ongoing risk assessments.</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none"> • Joint Planning and Collaboration: [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will ensure the inclusion of the Tribes in both existing and future planning efforts to enhance data privacy and security measures that impact both parties. • Tangible Instruments and Policies: [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will develop and implement concrete tools and policies to safeguard data, ensuring transparency and clarity in how privacy and security are maintained. • Ongoing Monitoring and Evaluation: [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will provide continuous oversight through regular monitoring and evaluation of privacy and security measures, with established timelines for reviewing and updating protections. • Breach notification: [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will develop a mutually agreed upon policy for providing timely notice of a breach of data by the parties to the agreement. “Timely” means as soon as possible but no later than 10 days. The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will require breach notification requirements for third parties who have the Tribe’s data. • Legislative Collaboration (would apply to all principles): When necessary, the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] and Tribes will work

	together to propose legislation aimed at further enhancing data privacy and security protections.
<input type="checkbox"/>	<p>8. Tribal Data Sovereignty Supersedes Third Party Access and Use of Tribal Data. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] must treat a Tribal government’s rights to data as superior to access and use of data by third parties (entities who are not signatories to the agreement).</p> <p>Demonstration of Commitment:</p> <ul style="list-style-type: none"> • Ensure Tribes give consent to their data being shared with third parties. This includes: <ul style="list-style-type: none"> ○ regularly reviewing third-party agreements to ensure compliance and informed consent has been maintained; ○ ensuring Tribes have the ability to revoke consent at any time regardless of prior authorizations; ○ providing Tribes with priority access to their data and involvement in reporting efforts; and ○ implementing releases of information, data sharing agreements, Tribal research review processes up to and including, Tribally-approved Institutional Review Board (IRB) review. • Implement a third-party agreement renewal process that aligns with this principle with a specified timeline. • Include a requirement in third-party agreements that the third party shall honor a Tribe’s request to discontinue use of their data.

PART II: MODEL TRIBAL DATA SHARING AGREEMENT PROVISIONS

1. PURPOSE

<input type="checkbox"/>	<p>1. Protection of Tribal Data. This Agreement establishes the terms and conditions under which the [NAME OF TRIBAL JURISDICTION] and [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] collect, manage, use, disclose, and safeguard Tribal and American Indian and Alaska Native (AI/AN) information and data.</p>
<input type="checkbox"/>	<p>2. Granting the Tribe Access to Data About Their Community. This Agreement establishes the terms and conditions under which the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] shares data and information with the [NAME OF TRIBAL JURISDICTION].</p>

2. DEFINITIONS

<input type="checkbox"/>	<p>1. Third Party. Third Party means any person or entity (this includes, but is not limited to, other state agencies) who is not a signatory to this Agreement. Each Tribe may choose whether or not to exempt Tribal epidemiology centers as third parties by indicating their choice on the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]'s Tribal data sharing agreement.</p>
<input type="checkbox"/>	<p>2. Tribal data means data or information that is specific to an individual Tribe and includes public or private data or information on or about a Tribe or its people subject to Tribal rights of ownership and control. Tribal data also includes, but is not limited to, Tribe of membership, Tribe of affiliation, events and conditions within the Tribe's jurisdiction and lands, information about Tribal members and any persons living within the Tribe's jurisdiction, Tribal census tract, Tribal land, and identification of Tribal facilities, entities, and enterprises and any individuals they serve.</p>
<input type="checkbox"/>	<p>3. Tribal data sovereignty means the inherent legal authority of Tribes to:</p> <ul style="list-style-type: none">a. manage the collection, ownership, application, and interpretation of Tribal data or information even if it is collected by federal, state, or local governments and/or other third parties regardless of where data is collected;b. have the right to informed consent on how their data, including, but not limited to, protected health information about their Tribal members, are used or shared with third parties;c. have the same or additional access to state data as other public health jurisdictions in order to carry out their governmental duties; andd. be notified by other entities holding Tribal data of data breaches and be informed of any policies regarding data disposition, security, confidentiality, storage, and human subjects research limitations.

3. RECOGNITION OF TRIBES AS TRIBAL HEALTH JURISDICTIONS AND PUBLIC HEALTH AUTHORITIES

<input type="checkbox"/>	<p>1. Tribes are Public Health Authorities. In implementing this Agreement, [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION], shall, in accordance with the law, honor and treat Tribes as both health jurisdictions and public health authorities as recognized under 45 CFR § 164.501 and WAC 246-101-010(38).</p>
<input type="checkbox"/>	<p>2. Tribes are Public Health Jurisdictions. In implementing this Agreement, [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] shall, in accordance with the law,</p>

	honor and treat Tribes as public health jurisdictions with all the public health powers that exceed those of non-governmental public health authorities.
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4. OWNERSHIP OF DATA

<input type="checkbox"/>	<p>1. Data ownership remains with and is not transferred to those authorized to receive and use the data and information subject to the following conditions:</p> <ul style="list-style-type: none"> a. The [NAME OF TRIBAL JURISDICTION] and [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] shall have joint ownership in data and information in [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] data systems regarding the Tribe, its Tribal citizens, and persons who reside within the Tribe’s jurisdiction, under this Agreement; b. This Agreement shall not limit the [NAME OF TRIBAL JURISDICTION]’s ownership of data and information under their authority as sovereign nations; c. This Agreement shall not transfer data ownership to third parties; and d. When [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] conducts research that includes Tribal data, the following requirement shall apply: <ul style="list-style-type: none"> [NAME OF TRIBAL JURISDICTION] has sole ownership and control or co-ownership and co-control of its data and information regarding the Tribe, its Tribal citizens, and persons who reside within the Tribe’s jurisdiction.
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5. INFORMED CONSENT AND PROTECTION OF A TRIBE’S DATA AND INFORMATION

<input type="checkbox"/>	<p>1. Subject to any limitations provided in this Agreement, this section provides the conditions under which the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] collects, manages, uses, discloses, and safeguards [NAME OF TRIBAL JURISDICTION]’s data.</p>
<input type="checkbox"/>	<p>2. When Informed Consent is Required. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] must obtain prior express written consent using the Tribal Nation Data Use Form (see Appendix A) from the [NAME OF TRIBAL JURISDICTION] under the following conditions:</p> <ul style="list-style-type: none"> a. Researching. Prior to researching [NAME OF TRIBAL JURISDICTION]’s data or information in a manner that includes Tribal membership or association or can uniquely identify [NAME OF TRIBAL JURISDICTION];

	<p>b. Analyzing. Prior to analyzing [NAME OF TRIBAL JURISDICTION]’s data or information in a manner that includes Tribal membership or association or can uniquely identify the [NAME OF TRIBAL JURISDICTION];</p> <p>c. Publishing and Reporting. Prior to [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] publishing or reporting on data/information that [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] knows or has reason to know are [NAME OF TRIBAL JURISDICTION]’s data or information in a manner that allows those data to be identified as this Tribe’s data or information. This includes, but is not limited to, republishing data or information that is made available through public sources including social media, research publications, and/or online documents; and</p> <p>d. Sharing with Third Parties. Prior to sharing data/information that [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] knows or has reason to know are [NAME OF TRIBAL JURISDICTION]’s data or information with a third party as defined under Section 2. This subsection includes, but is not limited to, sharing data/information with third parties conducting research and analysis, and resharing information that is made available through public sources including social media, research publications, and/or online documents.</p> <p>Each Tribe may choose whether or not to exempt Tribal epidemiology centers as third parties by indicating their choice on the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]’s Tribal data sharing agreement.</p> <p>[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will remove third party access to [NAME OF TRIBAL JURISDICTION]’s data when the third party is using the Tribe’s data in a manner that violates Tribal Data Sovereignty principles.</p>
<input type="checkbox"/>	<p>3. Collaboration on Publishing and Reporting. The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will provide [NAME OF TRIBAL JURISDICTION] the opportunity to collaborate with [NAME OF TRIBAL JURISDICTION] prior to publishing and reporting on Tribal data.</p>
<input type="checkbox"/>	<p>4. Tribal Research. If [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] or a third party wants to use [NAME OF TRIBAL JURISDICTION]’s data for research, the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] must ensure through internal polices and/or third-party agreements that the Tribe has the authority to:</p> <ul style="list-style-type: none"> a. determine if research is allowable and whether to participate; and b. require the request to go through the Tribe’s internal research review process. A Tribe’s internal research review process could include an entity selected by a Tribe that reviews research to protect the interests of Tribal members and the Tribal community such as a Tribal Institutional Review Board.

	<p>The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will require all third parties where applicable to comply with Internal Review Board (IRB) processes required by the Tribe, in addition to any third-party IRB.</p>
<input type="checkbox"/>	<p>5. Updating agreements. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will update all existing and template data sharing agreements with third parties to reflect the requirements of this section. The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will terminate existing agreements with third parties who fail to comply with these requirements as well as applicable federal laws. Template agreements should include termination provisions for failure to comply with these requirements as well as applicable federal laws.</p>
<input type="checkbox"/>	<p>6. Timelines for submitting Tribal Nation Data Use Form. The Tribe will respond no later than thirty (30) days after receipt of the Tribal Nation Data Use Form. If the Tribe does not respond within thirty (30) days of receiving [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]'s request, the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will make reasonable efforts to contact the Tribal contact listed in Section [INSERT SECTION NUMBER].</p> <p>Expedited Requests. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] can request approval prior to thirty (30) days by providing justification for an expedited process.</p> <p>Existing IRB. If a Tribal research review of record exists as referenced in Section 5.4, the [NAME OF TRIBAL JURISDICTION] may indicate on the Tribal Nation Data Use Form that the Tribe defers approval to the Tribal research review.</p>
<input type="checkbox"/>	<p>7. Prohibited Sharing of Potentially Identifiable Information Belonging to AI/AN Individuals. The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will not share potentially identifiable information (including, but not limited to, protect health information e.g. sexually transmitted infections, pregnancy, behavioral health treatment etc.) or data belonging to AI/AN individuals with third parties.</p>
<input type="checkbox"/>	<p>8. Exceptions. This section provides exceptions for when [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] shall not be required to seek prior express written permission under Section 5.2 or be prohibited from sharing information under Section 5.7. Unless otherwise stated, [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] shall still be required to provide notification to the [NAME OF TRIBAL JURISDICTION] utilizing the Tribal Nation Data Use Form (Appendix A) as soon as [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] has reason to know whether the data or information involves Tribal data or information. The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will consult with the Tribe regarding any legal objections the Tribe may have and shall share only the minimum necessary information. The exceptions include the following:</p>

- a. A request under the **[INSERT STATE PUBLIC RECORDS LAW]**. The **[INSERT STATE PUBLIC RECORDS LAW]** requires release of the data or information with a minimum of **[INSERT NUMBER OF DAYS]** notice as per **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** Public Records Policy and Procedure unless and until amendment of the Public Records Act exempts Tribal data from public disclosure;
- b. A state or federal statute or regulation that prohibits or limits **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** compliance with Section 5. The **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** will identify which statute or regulation prohibits or limits such compliance;
- c. Compulsory legal process, court order, or a settlement or a consent decree which prohibits or limits **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** compliance with Section 5;
- d. An existing contract, cooperative agreement or grant that the **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** has with a third party that prohibits or limits **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]**'s compliance with Section 5. The **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** shall include the specific language from the contract, agreement, or grant that requires **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** to share Tribal data on the Tribal Nation Data Use Form (Appendix A). This subsection is subject to Section 5.5 which requires **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** to update all data sharing agreements with third parties to reflect the requirements of this section and discontinue future use of data under this Agreement in a manner that violates Section 5;
- e. Data reports and data visualizations published prior to execution of this Agreement. No Tribal Nation Data Use Form is required. This subsection shall not include updates to prior reports and data visualizations after execution of this Agreement;
- f. Data analyses that are (1) conducted to understand and correct data collection interruptions or problems; and/or (2) undertaken to address data quality concerns, such as to identify invalid data or missing or incomplete data. **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** must follow requirements of Section 5 if **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** shares data analysis with a third party; and
- g. Whenever an individual is requesting **[NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]** information or records that relate to them or the provision of health care services to them. No Tribal Nation Data Use Form is required.

6. ACCESS TO STATE AGENCY DATASETS/DATABASES

<input type="checkbox"/>	<p>1. Current database/dataset access. Access to the following [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] data by [NAME OF TRIBAL JURISDICTION], including but not limited to upgraded systems to those datasets, is provided for the purposes outlined in Section 1.</p> <p>Example List of Datasets:</p> <ul style="list-style-type: none"> • Statewide notifiable disease reporting system • Linked Immunization Administration Data in state notifiable disease reporting system • Linked Death Data in state notifiable disease reporting system • Linked syndromic surveillance data in state notifiable disease reporting system • Linked case and contact investigation data in state notifiable disease reporting system • State case and contact investigation system (case and contact investigation data) • State Immunization Information System <p>If necessary, attach exhibit with additional requirements specific to the dataset.</p>
<input type="checkbox"/>	<p>2. Nondiscrimination in Access. The [NAME OF TRIBAL JURISDICTION] shall have the same or additional access to [NAME OF STATE AGENCY DATASETS/DATABASES] as other public health jurisdictions.</p>
<input type="checkbox"/>	<p>3. Extent of Access. Subject to Section 6.2, the [NAME OF TRIBAL JURISDICTION]'s access to the above datasets and databases shall be limited in the following manner:</p> <ol style="list-style-type: none"> a. [NAME OF TRIBAL JURISDICTION] shall have access to data regarding all individuals residing or present within [NAME OF TRIBAL JURISDICTION]'s jurisdiction regardless of whether the individual is a Tribal member or not; and b. [NAME OF TRIBAL JURISDICTION] shall have access to data regarding individuals residing or present outside the [NAME OF TRIBAL JURISDICTION]'s jurisdiction as requested to address a specific public health activity, issue, or emergency.
<input type="checkbox"/>	<p>4. Future dataset/database access. [NAME OF TRIBAL JURISDICTION] can choose to request access to additional [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] datasets and databases, and any access provided to additional datasets and databases will be added in the form of an exhibit and/or appendix attached to this Agreement and executed by both parties.</p>

7. COMPLIANCE WITH DSA

<input type="checkbox"/>	<p>1. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will collaborate with Tribes to establish written Tribal data sharing policies and procedures that implement the requirements under this Agreement.</p>
<input type="checkbox"/>	<p>2. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will provide regular, project, and temporary staff orientations and training on the policies and procedures referenced in Section 7.1. Orientations and training shall include the education and information on protecting Tribal and AI/AN population data and information and use of the Tribal Nation Data Use Form. Training shall occur annually and within ninety (90) days of hire.</p>
<input type="checkbox"/>	<p>3. [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] will work to ensure staff compliance with Tribal data sharing policies and address any violations in accordance with the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] Tribal data sharing policies and procedures and [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] human resources policies and procedures.</p>
<input type="checkbox"/>	<p>4. Breach Notification. The [NAME OF TRIBAL JURISDICTION] shall notify the [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] Chief Information Security Officer at [INSERT EMAIL ADDRESS] within ten (10) business days of any suspected or actual breach of security or confidentiality of information covered by the Agreement.</p> <p>The [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] Chief Information Security Officer shall notify the [NAME OF TRIBAL JURISDICTION] at [INSERT EMAIL ADDRESS] within ten (10) business days of any suspected or actual breach of security or confidentiality of information covered by the Agreement.</p>

APPENDIX A: TRIBAL NATION DATA USE FORM

Parties shall refer to the Tribal Data Sharing Agreement for when and how this form should be utilized.

PART I – To be completed by [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] requesting/notifying entity.

	TO BE COMPLETED BY [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]
1. Date of Request	
2. Date for Tribe to Respond	
3. Name of Contact Person, Title, Program, and Department	
4. Email and Phone	
5. Is this a request for the Tribe’s Approval to use the Tribe’s data or is this a notification to the Tribe?	
6. If this is a notification only, please specify the type of exempted use this notification qualifies for under [INSERT APPLICABLE SECTION] of the Tribal Data Sharing Agreement.	
7. If an existing contract, cooperative agreement or grant prohibits or limits [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION]’s ability to comply with the Tribal informed consent requirements of the Tribal Data Sharing Agreement, please provide an explanation including specific language from the contract, agreement, or grant that requires [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] to share Tribal data.	
8. If [NAME OF GOVERNMENTAL AGENCY OR ORGANIZATION] is conducting data analysis that is exempt from the requirements of Tribal informed consent under the Tribal Data Sharing Agreement, please address the following questions: <div style="margin-left: 20px;"> A. What data analysis is being conducted? B. Does this analysis include corrections for identifying AI/AN or Tribal enrollment? </div>	

9. Brief title for data use approval request or notification of exempted data use	
10. Date approval is needed (N/A, if this is a notification of exempted data use)	
11. Expedited approval is needed. Please provide justification for expedited approval (N/A, if this is a notification of exempted data use)	
12. Is this request for one-time use or a recurring use?	
13. If this is for research, list any and all institutional review boards that will complete a review.	
14. Anticipated frequency of use (e.g., daily, monthly, annually, etc.)	
15. Tribal data to which this request or notification applies	
16. How will the data be used (published, analyzed, shared, or used in research or other applications, etc.) and why is it necessary?	
17. Who will gain access to these data or to products that include or are derived from this request or notification?	
18. How will data collection occur (e.g., a field in a particular dataset)?	
19. Potential benefits to the Tribal Nation, AI/AN, and/or other Tribes	
20. Potential risks or harm to the Tribal Nation, AI/AN and/or other Tribes	
21. Any additional information that will be useful to the Tribal Nation in reviewing this request or notification	

PART II – To be completed by the Tribal Jurisdiction.

	TO BE COMPLETED BY TRIBAL JURISDICTION
1. Date of Response	
2. Name of Contact Person, Title, Program, and Department	

3. Email and Phone	
4. If this is a request for approval by the Tribe, does the Tribe approve or disapprove of the request above?	<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> There is an existing Tribal IRB. The Tribe defers to the IRB for approval. List name of IRB to review for approval _____. <input type="checkbox"/> N/A – This is a notification only
5. Potential benefits of this request (e.g., consistent with Tribal sovereignty, respects Tribal culture, will help improve health of AI/AN, will help dispel negative racial stereotypes, supports strengthening Tribal public health capabilities)	(OPTIONAL)
6. Potential risks or negatives associated with this request (e.g., inconsistent with Tribal sovereignty, not respectful of Tribal culture, perpetuates negative racial stereotypes, does not support improving health status of AI/AN, may not be sufficient information to prevent incorrect conclusions, does not support strengthening Tribal public health capabilities)	(OPTIONAL)
7. Please explain whether the benefits of this request or notification will outweigh the potential risks or harm.	(OPTIONAL)