

DATA SHARING AGREEMENT
[Vendor]
and
Seattle City Light

This DATA SHARING AGREEMENT (“Agreement”) between the City of Seattle (“City”) acting by and through its Seattle City Light Department (“City Light”) and [INSERT VENDOR NAME] (“Vendor”), sets forth the terms and conditions for sharing and using certain data. City Light and Vendor are each a “Party” and together, the “Parties.”

PURPOSE

Data sharing under this agreement will be limited to purposes related to [INSERT PERMISSIBLE PURPOSE] in compliance with Seattle Municipal Code 31.49.095.

ROLES AND RESPONSIBILITIES

City Light agrees to provide the following data (the “Data”): [ADD RELEVANT DETAILS ON HOW DATA WILL BE PROVIDED]

Vendor agrees to: (define purpose and permissible use)

DATA OWNERSHIP

All Data will remain the exclusive property of City Light, and Vendor will have no rights, by license or otherwise, to use the Data except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Data or any other information. No warranty of any kind is given by City Light with respect to the Data.

DATA USE

Vendor shall only use, *[optional: transmit, distribute, modify, reproduce, display, store]* data for the purposes set forth in this agreement. Vendor shall not use data for the benefit of Vendor or other third parties, and will not share, sublicense, resell or disclose to third parties or publicly unless otherwise set forth in this Agreement or as required by law.

CONFIDENTIALITY

Vendor shall treat all Data as confidential, regardless of whether so designated by City Light.

DATA SECURITY

Vendor shall maintain and enforce reasonable and appropriate physical, technical, policy and administrative safeguards, precautions and measures (including on Vendor’s computer systems and networks) where data is, or can be, accessed, stored or transmitted, to protect the data from loss, misuse, alteration, corruption, unauthorized access, or unauthorized acquisition whether at rest or in-transit. *(optional: Such safeguards, precaution and measures shall include, without limitation, a comprehensive written information security program that provides for all*

appropriate physical, technical, policy and administrative measures and security procedures that are necessary (a) to safeguard and ensure the security of the Personal Information and (b) to protect the Personal Information from destruction, loss and unauthorized access, disclosure, use or alteration (whether or not encrypted).)

SECURITY INCIDENT NOTIFICATION

In the event Vendor discovers or has reason to suspect that there has been (a) loss or destruction of, (b) unauthorized access to (or attempt to access), acquisition, disclosure, use or alteration of, data (a “Security Event”) that is maintained by Vendor, then Vendor shall notify within 24 hours [INSERT SCL REPRESENTATIVE]. In such notification, Vendor shall specify the extent to which data was, or is reasonably believed to have been, lost, destroyed, or subject to unauthorized access, acquisition, disclosure, use or alteration. If a Security Event relates to Personal Information, Vendor shall cooperate with any law enforcement or regulatory entities, credit reporting bureaus or companies and credit card associations investigating the Security Event.

DATA RETENTION AND DELETION REQUESTS

Vendor shall retain and delete all data consistent with the applicable retention schedules in Chapter 40.14 RCW.

PUBLIC RECORDS ACT COMPLIANCE AND PROCEDURES

As a public agency, the City is subject to the Public Records Act, Chapter 42.56 RCW (the “Act”). Under the Act, all materials prepared, owned, used, or retained by the City or a functional equivalent of a City employee are considered public records. The Act requires that public records be promptly produced by the City unless the Act or an “other statute” exempts such records from production. The City is under no obligation to assert an exemption from disclosure under the Act for any Data, whether or not in the possession of Vendor.

INDEMNIFICATION

To the fullest extent allowed by law, Vendor agrees to release, and defend (using legal counsel acceptable to the City), indemnify, and hold harmless the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney’s fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of Vendor’s use, transmission or disclosure of the Data, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City’s negligence or willful misconduct. Vendor expressly waives by mutual negotiation, all immunity and limitation of liability under any industrial insurance act, including Title 51 RCW, other Workers’ Compensation Act, Disability Benefit Act, or other Employee Benefit Act of any jurisdiction, which would otherwise be applicable in the case of such claim.

AUDIT

City Light reserves the right to periodically audit Vendor’s compliance with the terms of this agreement.

TERM

This Agreement shall take effect upon final signature by both parties and remain in effect for a period of [term] from the date of final signature. Any modifications to this agreement and associated processes may be made upon agreement by both parties.

TERMINATION

City Light may terminate this agreement for its own convenience by providing five (5) written days' notice to Vendor. Vendor may terminate this agreement upon 30 day' written notice to City Light.

CONSIDERATION

In consideration for City Light providing data, Vendor will take the actions described in "Roles and Responsibilities" above and provide the other consideration set out in this Agreement.

ASSIGNMENT

This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party. The Parties agree that such approval will not be unreasonably withheld.

NOTICES

Unless otherwise provided in this Agreement, all notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent pursuant to this Agreement shall be in writing and shall be hand-delivered, mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight courier addressed as follows:

If to [Vendor]

If to City Light:

[SCL representative]
Seattle City Light
700 5th Avenue, Suite 3200
Seattle, WA 98124

COMPLIANCE WITH LAW.

The Parties to this Agreement shall comply with all Federal, State, and local laws and ordinances.

AMENDMENT.

This Agreement shall not be amended or modified except in writing and signed by both Parties.

GOVERNING LAW; JURISDICTION; SEVERABILITY.

This Agreement will be governed by the laws of the State of Washington. Jurisdiction over any action arising out of or related to this Agreement shall be in Superior Court for King County, and each Party consents to such jurisdiction and venue. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. All and conditions of this Agreement will be deemed enforceable to the fullest extent possible.

ENTIRE AGREEMENT.

This Agreement and any written attachments or amendments thereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having they representatives affix their signatures below.

Firm's Name: _____

Firm's Address: _____

By: _____ (Date)

(Print Name) (Print Title)

(Email Address) (Phone Number)

City of Seattle City Light Department
[insert address and phone number]

By: _____ Date: _____

City Project Manager: _____

Email: _____

Phone: _____