

## Data-Sharing and Usage Agreement

### NCORR and Volunteer Organization

This agreement establishes the terms and conditions under which the North Carolina Department of Public Safety, Office of Recovery and Resiliency (“NCORR”) and \_\_\_\_\_ (“Volunteer Organization”) can acquire and use data from the other party. Either party may be a provider of data to the other, or a recipient of data from the other. The data being transferred relates specifically to applicants within the ReBuild NC program (“Program”).

1. **Purpose:** The purpose of this Agreement is to allow for the safe and compliant sharing of data so that NCORR can administer CDBG-DR funds for the benefit of North Carolina citizens through the Program and Volunteer Organization may provide services to North Carolina citizens as efficiently as possible.
2. **Scope:** The data that NCORR will receive from the Volunteer Organization will be used to confirm the applicant’s identity. The requested data includes, but is not limited to:
  - Applicant Name
  - Applicant Address
  - Scope of Work within the Program
  - Other identifying information

Additionally, NCORR would provide information to the Volunteer Organization concerning the applicant’s progress within the Program. The requested data includes, but is not limited to:

- Whether an application for the Program has been submitted
- Current Step within the Program

### 3. Terms of the Agreement

- a. This Agreement shall operate from the date of execution until \_\_\_\_\_
- b. This Agreement may only be extended, modified or terminated in writing by mutual consent of both Parties.
- c. The person responsible for the data within each Party is:  
NCORR: [name, title, contact information]  
Volunteer Organization: [name, title, contact information]
- d. The following people are authorized to request data pursuant to the Agreement:  
NCORR:  
Volunteer Organization:

4. **Confidentiality:** The confidentiality of data pertaining to individuals will be protected as follows:
  - a. The data recipient will not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal the identity of individuals.

- b. The data recipient will not release individual addresses, nor will the recipient present the results of data analysis (including maps) in any manner that would reveal individual addresses.
  - c. Both parties shall comply with all Federal and State laws and regulations, including but not limited to the Privacy Act of 1964 and the Stafford Act, governing the confidentiality of the information that is the subject of this Agreement.
  5. The data provider expressly affirms that all data provided is lawfully held and that the data provider has the authority to share that data. The data recipient expressly affirms it has the authority to request and receive that data. The data recipient will not release data to a third party without prior approval from the data provider.
6. **Breach:** In the event of a breach, unauthorized release or misuse of information shared pursuant to this Agreement, the incident or breach shall be reported as quickly as possible (and under no circumstances more than 24 hours after the incident or breach is discovered) to the responsible persons listed in Section 3 paragraph c of this Agreement.
  - a. Each Party understands the personal and confidential nature of the data covered by this Agreement and shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of the data.
  - b. A breach or incident occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure data, whether physical or electronic, or when data is used for an unauthorized purpose. A breach or incident may be the result of a negligent or intentional act or omission on the part of either Party.
  - c. In the event of a breach or incident, each Party shall be responsible for carrying out the necessary measures to remedy and mitigate the effects of the breach or incident and be responsible for bearing any costs associated with such measures.
7. **Minimum Standards:** Each Party shall establish and implement the following minimum standards:
  - a. Store data, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.
  - b. Take reasonable precautions to ensure that only authorized personnel have access to data.
  - c. Instruct all individuals with access to the data regarding the confidential nature of the information and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of data covered by this Agreement.
  - d. Destroy all data once the storing of the data has no further authorized use to each Party and is not required by federal or state law or regulation.
8. Any financial costs which come from activities covered by this Agreement shall be borne by each Party. There is no funding tied to this Agreement.
9. The Parties agree to the fullest extent permitted by law to hold harmless and indemnify each other, its agents, employees and board members from any liability, cost or expense including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the Parties under this Agreement. The terms of this section shall survive termination of this Agreement.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity against suits brought against the State of North Carolina.

10. The data recipient will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from the data provider without prior approval from the data provider.

**11. Miscellaneous Provisions**

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- (b) Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of North Carolina. The Parties agree that any judicial proceedings filed by the Parties regarding this Agreement will take place in Wake County, NC.
- (c) Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- (d) Assignment. Neither Party shall assign its rights or responsibilities under this Agreement without written permission from the other Party.
- (e) Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- (f) Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which, when assembled together, shall constitute one and the same agreement and shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.
- (g) Debarment. By executing this Agreement, each Party warrants that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency).
- (h) Conflict of Interest. Each Party represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by each Party. Each Party will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the other prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest. Should a conflict of interest issue arise, each Party agrees to fully cooperate in any inquiry and to provide the other Party with all documents or other information reasonably necessary to enable the Party to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to any other legal remedies available to each Party.

IN WITNESS WHEREOF, both NCORR, through its duly authorized representative, and the Volunteer Organization, through its duly authorized representative, have hereunto executed this Data Sharing Agreement as of the last date below written.

**AGREED:**

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**(Name, Title)**  
**(Organization)**

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**Date**

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**(Name, Title)**  
**NC Office of Recovery and Resiliency**

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**Date**