

City of New Orleans – Office of Information Technology and Innovation

DATA SHARING AGREEMENT

The City of New Orleans (THE CITY) provides open data to drive decision making and strives to share transformative data and analysis that support public and private programs to improve services for citizens. Ultimately, the data we provide should enable us to support a wide range of positive outcomes. To that end, we aim to enable the sharing of public benefit data kept by agencies outside of the City.

This Data Sharing Agreement grants permission for THE CITY to accept and provide public access to data you choose to deposit under the terms set forth below. Your signature on the form below is your agreement and assurances with respect to the Data you choose to deposit with the THE CITY. THE CITY is not responsible for damages related to the sharing of data.

“Data” shall mean all information of varying formats which may be disclosed to the public and which is not **Non Public Information**, as defined below. Data may cover, but is not limited to, topics including: property ownership, budgets, transportation, education, public safety, public services, and geographic information. Data may consist of, but is not limited to administrative records created by government or other organizations, statistical information designed to improve the function of government and organizations, and information created about government and organizations.

“Non-Public Information” for the purposes of this Agreement shall mean information that may not be disclosed to the public for the following reasons:

- a. The information is exempt from disclosure or the information is prohibited from being disclosed under State and Federal Laws and regulations including the Louisiana Public Records Act, La. R.S. 44:1-41, the Health Insurance Portability and Accountability Act (HIPAA), Louisiana's Student Privacy Law – LA R.S. 17:3914, or other applicable federal, state and local privacy laws;
- b. The information is covered by a contractual non-disclosure obligation;
- c. The information is covered by Pursuant to confidentiality and fiduciary obligations; or
- d. The information is private, proprietary or privileged.

By signing this Agreement, you agree to and represent the following:

1. I grant a license to The City of New Orleans to accept my Data and make my Data publicly available through the THE CITY web portal or in any formats deemed appropriate by and on behalf of the THE CITY. This license includes but is not limited to the following:
 - To describe, catalog, validate and document the Data
 - To enhance, transform and/or rearrange the Data, including the data, metadata, and all associated documentation
 - To create derivative Data sets from original Data provided
 - To store, translate, copy or re-format the Data in any way to ensure its future preservation and accessibility
 - To incorporate metadata (cataloging information) or documentation in the Data into any public access website or other public medium

- I understand that the Data provided to THE CITY shall be used and made available to the public consistent with the terms and conditions of the THE CITY open data portal (data.nola.gov) and I grant the following license, through my initials:

_____Creative Commons CCZero: <http://creativecommons.org/choose/zero/>

2. I understand that the City of New Orleans may refuse to accept Data, in its discretion, for a variety of reasons to include relevance to the THE CITY mission, outside the scope of the THE CITY Project, format, security, or for any other reason it deems appropriate.
3. I understand the City of New Orleans may, on its own and without notice to me, remove Data from the City's Open Data portal or any other derivative work.
4. I represent that:
 - a. I own all of the Data I provide to the THE CITY;
 - b. I have all rights and authority to license the Data to the THE CITY set forth above;
 - c. I have all rights and authority to share the Data I am providing to the THE CITY with the public; and
 - d. I have used due diligence in screening the Data to ensure no Non-Public Information is contained in the Data provided to the THE CITY.
5. I further agree to indemnify, release, and hold harmless the the City of New Orleans, to include its elected officials, officers, appointees, employees and agents, from any and all liability from claims arising out of any legal action relating to the Data I provide under this Agreement and any breaches of the representations made above, to include claims of infringement, invasions of privacy, and breaches of confidentiality.
6. If you have any feedback, comments, questions, or concerns regarding your deposit of Data with the THE CITY, please contact: Open Data Manager, Whitney Soenksen, at 504-658-7617 or wsoenksen@nola.gov.

Printed name and title:

Institutional affiliation:

Name of Data:

Signature:

Date: