

# Data Sharing Memorandum of Understanding

Between the Arkansas Department of Transportation and  
NARTS

EXCHANGE OF CRASH DATA

This DATA SHARING AGREEMENT is entered into by and between the Arkansas Department of Transportation, hereinafter referred to as the "Department", and NARTS.

## I. PURPOSE

This is a Memorandum of Understanding (MOU) between the Department and the Consumer of data to whom it is shared. The purpose of this MOU is to document and describe the data sharing relationship, to promote information security and privacy safeguards for confidential Data, and to provide the information necessary to successfully manage and maintain the described relationship. The Department agrees to share Arkansas' crash data (the Data) with the Agency and the Agency agrees with the terms of this memorandum of understanding.

## II. TERMS OF USE

1. This Data compilation has been provided for Agency purposes only. Subject to this Agreement, participating Agency is granted a limited, non-exclusive, non-transferable, and perpetual right to use the Data.
2. This information has been provided for internal use only. Publication of data may occur only when approved by the Department.
3. Except as required by law and upon prior notice to the Department, the transfer of any portion of the Data to a party not participating in the data sharing must be authorized by the Department.
4. Reproduction of data compilations for sale or other commercial purposes is prohibited.
5. Errors may exist in the data as provided. Agency accepts the data as is, with all faults, and assume all responsibility for use thereof, and further agrees to hold the Department harmless from and against any damage, loss, or liability, arising from any use of the product.
6. The Department and the Agency disclaim any warranty of any kind, including any warranty of merchantability or warranty for fitness of use for a particular purpose, express or implied, with respect to any data or map.
7. The Department and the Agency make no representation or warranty as to the accuracy of information in this data. Agency assumes all risks arising from the use the Data provided.
8. Agency shall not disclose Data in any manner - including, without limitation, by means of outsourcing, sharing, retransfer, access, or use - to any third party unless approved by the Department in writing and in advance of any disclosure.
9. Violation of this agreement will result in denial of updated data and in termination of rights to use the data.
10. Agency agrees that use or storage of, and access to the Data shall be performed with that degree of skill, care, and judgment, customarily accepted as sound, quality, and professional practices.
11. Agency shall implement and maintain appropriate safeguards necessary to ensure the confidentiality and integrity of the Data.

12. If Agency has reason to believe that the Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this MOU, it shall upon discovery be reported to the Department.
13. This MOU is considered to be a "living document" and is expected to change as the involved parties' needs change. This document will be reviewed and updated as needed. Additionally, the agreement may be amended given both parties agree to the changes. A minimum lead-time of two weeks shall be allowed to communicate changes.
14. Upon termination of this MOU, Agency shall follow Department's instructions as to the preservation, transfer, or destruction of shared data.

### III. APPROVAL

The following persons (or their duly authorized designees) have negotiated this document and agree that it will be used as the formal MOU for the provision of this data sharing relationship. Official copies of this MOU will be maintained in the Traffic Safety Section in the Transportation Planning and Policy division of the Department. This Data Sharing Agreement becomes effective on the date of the last signature.

#### Arkansas DOT (Department)

NARTS

Name:

Name: Jeff Hawkins

Title:

Title: Executive Director

Signature:

Signature: *Jeff Hawkins*

Date:

Date: 11-30-17