



Nevada Department of Transportation (NDOT)
Sensitive and Restricted Structured Data Use and Sharing Agreement

1. Parties to this Agreement:

The following individuals/organizations are subject to the agreement terms specified herein:

Organization 1: Nevada Department of Transportation, hereinafter referred to as “NDOT”

Organization 2: [Agency’s Legal name], hereinafter referred to as “Requester”

2. Purpose and Intended Use of Data Use and Sharing:

NDOT shall make available to Requester specific structured data created and compiled by NDOT that has been classified by NDOT as either Level 2 or Level 3, meaning classified as non-public, internal use only, sensitive, or restricted; due to its non-public nature, this data must be afforded special treatment to ensure its proper protection from inappropriate use or release. NDOT retains full ownership of the data, and the data remains the valuable property of the NDOT.

Requester shall receive and have access to specified data from NDOT that can be used or disclosed only in accordance with this agreement; requester shall also adhere to all relevant state and federal laws.

NDOT shares this specified data for the intended purpose of <OUTLINE HIGH-LEVEL OBJECTIVE OF THE DATA SHARING HERE>.

Requester agrees to strictly adhere to using the data solely for the purposes of data specified in this agreement. Specific uses permitted by this agreement include:

- <Describe specific use 1>
- <Describe specific use 2, if any>
- <Describe specific use 3, if any >

The following are examples of data use scenarios:

- State Government Agency use: requesting pipe and culverts location data to ensure they don’t damage assets within the NDOT right of way.
- Researcher/University use: requesting NDOT vehicle emissions data and traffic volume to study environmental impacts.
- Vendor/Third Party use: requesting NDOT sample data to perform a proof of concept.

Requester shall not use, publish, or otherwise disclose the data specified in this agreement to any persons or entities except as permitted by this agreement or as required by law.

Requester agrees to notify NDOT of any extracts, aggregations, business intelligence, or other product created wholly or in part using the covered data. Requester agrees that any retention of such product beyond the term of the original sharing agreement requires the explicit permission of NDOT. Requester must provide description of such data products upon termination of this agreement to the NDOT Point of Contact (see Section 6. Point of Contact) and Data Management Office (DMO) (see Section 13. Miscellaneous).



Requester shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use or access to the data specified in this agreement. Requestor shall protect the confidentiality, integrity, and availability of NDOT data utilizing recognized industry best practice security tools and controls noted in the referenced policies below, in Section 13. Miscellaneous.

Requester shall restrict disclosure of the data specified in this agreement to the minimum number of individuals, named below as official agents of the Requester, who require the information to perform the functions outlined in this agreement. Requester shall provide a written copy of this data sharing agreement to all named agents, who are bound to this agreement.

Requester shall secure the data specified in this agreement when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement. <REQUESTER: OUTLINE HOW THE DATA WILL BE SECURED IN YOUR ENVIRONMENT>

Requester shall make a good faith effort to identify any data breaches, data leaks, or disclosure of the data not provided for by this agreement. Upon discovery, Requester shall notify NDOT DMO and the NDOT Point of Contact by email within twenty-four (24) hours of the incident or exposure.

A violation of this section shall constitute a material breach of this agreement.

NDOT shall identify and evaluate risks associated with each use described in this section when determining if sharing request is safe to approve. Should risks be too great, NDOT shall work with the Requester to identify mitigation steps in an effort to create a more secure sharing approach. If, after mitigation has been applied, the risk remains too great, NDOT may reject the request. Additional NDOT risks may be added to the risks outlined below. <REQUESTER: OUTLINE KNOWN RISKS HERE>

3. Period of Agreement:

This agreement shall begin on <START DATE> and will be valid until <END DATE>.

NDOT reserves the right to audit and perform data compliance checks on shared data in the Requester's environment at any point in the period of this agreement.

Prior to the end of this agreement requester shall notify NDOT of any information or materials derived from the data by requester, such as aggregates, reports or business intelligence, which requester wishes to retain beyond the period of this agreement. Requester must then seek written permission from NDOT before retaining such derived information. Any permitted retention is exempted from the deletion requirements in the following paragraph.

At the end of the agreement period, the Requester shall destroy the original data and any information derived from its contents, including all copies and modified data on all media, both in digital and paper format. Requester shall provide NDOT with written confirmation of the destruction of the data and any information derived from its contents within (30) days of contract termination by completing an NDOT Certificate of Destruction (linked below in Section 13. Miscellaneous).

Individual parties to the data sharing agreement have the right to terminate their participation by expressing this request in writing with at least fourteen (14) calendar days of notice. Notification of termination shall be delivered by email to the NDOT Point of Contact and DMO. When agents of Requester terminate their participation, Requester is responsible for ensuring that such agents comply with deletion of the data, as described in the previous paragraph.



4. Description of the Data Shared:

NDOT may disclose and Requester may obtain and use the following non-public data pursuant to this agreement:

Field Name	Data Type (number, text, Y/N)	Field Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

If required, Requester may provide additional separate pages of detail for the data being requested.

5. Timing and Frequency of Updates:

NDOT will provide data to Requester no later than <AGREED UPON RELEASE DATE>. NDOT will provide updates on an agreed upon frequency every <WEEK/MONTH/QUARTER/YEAR/OTHER - DESCRIBE>.

6. Point of Contact:

NDOT designates the following individual as NDOT'S point of contact for this agreement:

Name:

Title:

Phone Number:

Email:

NDOT Division:

NDOT Division Phone Number:

NDOT Division Email (if available):

All correspondence regarding this agreement, including requests to modify or terminate the agreement, shall be addressed to the above point of contact.

7. Custodial Responsibility:



To administer this agreement on its behalf, Requester names one individual, hereinafter referred to as “Data Steward.”

Requester names the following individual as Data Steward:

Name:

Title:

Phone Number:

Email:

Agency Business Unit:

Agency Business Unit Phone Number:

Agency Business Unit Email (if available):

Data Steward shall be personally responsible for the observance of all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. Requester shall notify NDOT Point of Contact and DMO by email within fourteen (14) calendar days of any change of stewardship.

Data Steward shall ensure that any agents of Requester to whom Requester provides the data specified in this agreement agree to the same terms, conditions, and restrictions that apply to Requester with respect to the data.

8. Method of Data Transfer:

All data transmissions must follow authentication and encryption methods according to NDOT Information Technology (IT) Standards (linked below in Section 13. Miscellaneous) to protect all NDOT data from improper disclosure.

9. Resources and costs of data sharing and data management:

NDOT shall not be responsible for costs borne by the Requester associated with data sharing, transmission, storage, or use.

10. No Warranty

NDOT makes this data available on an “as is” basis and makes no warranty, representation, or guaranty as to its quality, content, accuracy, or completeness. While NDOT strives to provide accurate information, NDOT shall assume no liability for errors, omissions, or inaccuracies in the data provided, nor for any decision made or action taken or not taken by anyone using or relying upon the data provided. NDOT assumes no liability for downloaded files or damage to any computer or server that might occur during or as a result of accessing the data/files provided herein.

11. Indemnification

The Requester and any user of the shared data provided to the Requester shall indemnify and hold harmless NDOT, its independent contractors, consultants, and their respective directors, employees, and agents, from any claim, loss, damage, injury, or liability of any kind (including, without limitation, incidental and consequential damages, court costs, attorney’s fees and costs of investigation), that arises directly or indirectly, in whole or in



part, from that user’s use of this data, including any secondary or derivative use of the information provided herein.

12. Publication Review

NDOT reserves the right to review any analytics, writing, or reporting of the data prior to publish or other external dissemination by the Requestor to ensure the publication does not violate the terms of this agreement nor put any external parties at risk. Upon approval for publication/dissemination, NDOT may require the Requester to cite NDOT as the source of the data and provide additional contextual information as to the data source/use.

13. Miscellaneous

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties.

This agreement must align with [TP 3-11 Data Governance Policy, NDOT IT Standards](#), NDOT Records Management Program Policy and Procedures Manual, NDOT Certificate of Destruction, [NDOT Records Retention Schedule](#), Data Classification Policy, [TP 1-3-13 Cloud Technology Policy](#), [TP 1-3-14 Technology Use Policy](#), [TP 1-3-15 Mobile Device Policy](#), [Nevada Revised Statutes \(NRS\) Chapter 603A-Security and Privacy of Personal Information](#), and [Center for Internet Security \(CIS\) v8](#). Exceptions to these standards and policies (if any) must be requested in writing to the DMO, dmo@dot.nv.gov, and NDOT Information Security Office (ISO), ITSecurityGroupDL@dot.nv.gov.

This agreement is considered integrative and supersedes any and all previous data sharing agreements between the parties with respect to the use of the data specified in this agreement.

In witness whereof, NDOT and Requester have caused this agreement to be signed and delivered by their duly authorized representatives as of the date set forth below.

For Requester	For NDOT
<Agency>	Front Office
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: