



Information Sharing Workgroup Update

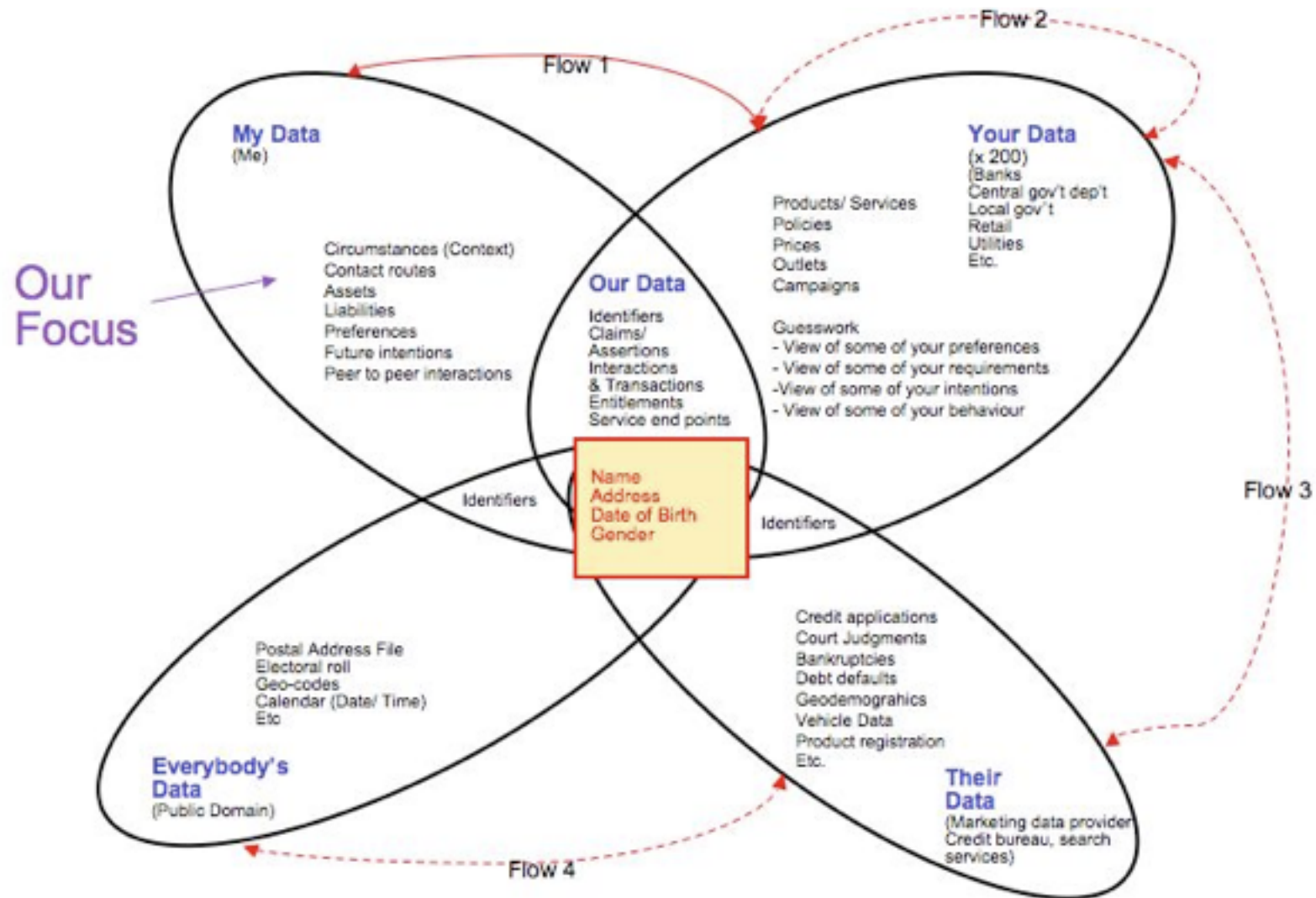
Information Sharing Agreements

Iain Henderson, 13th May 2011

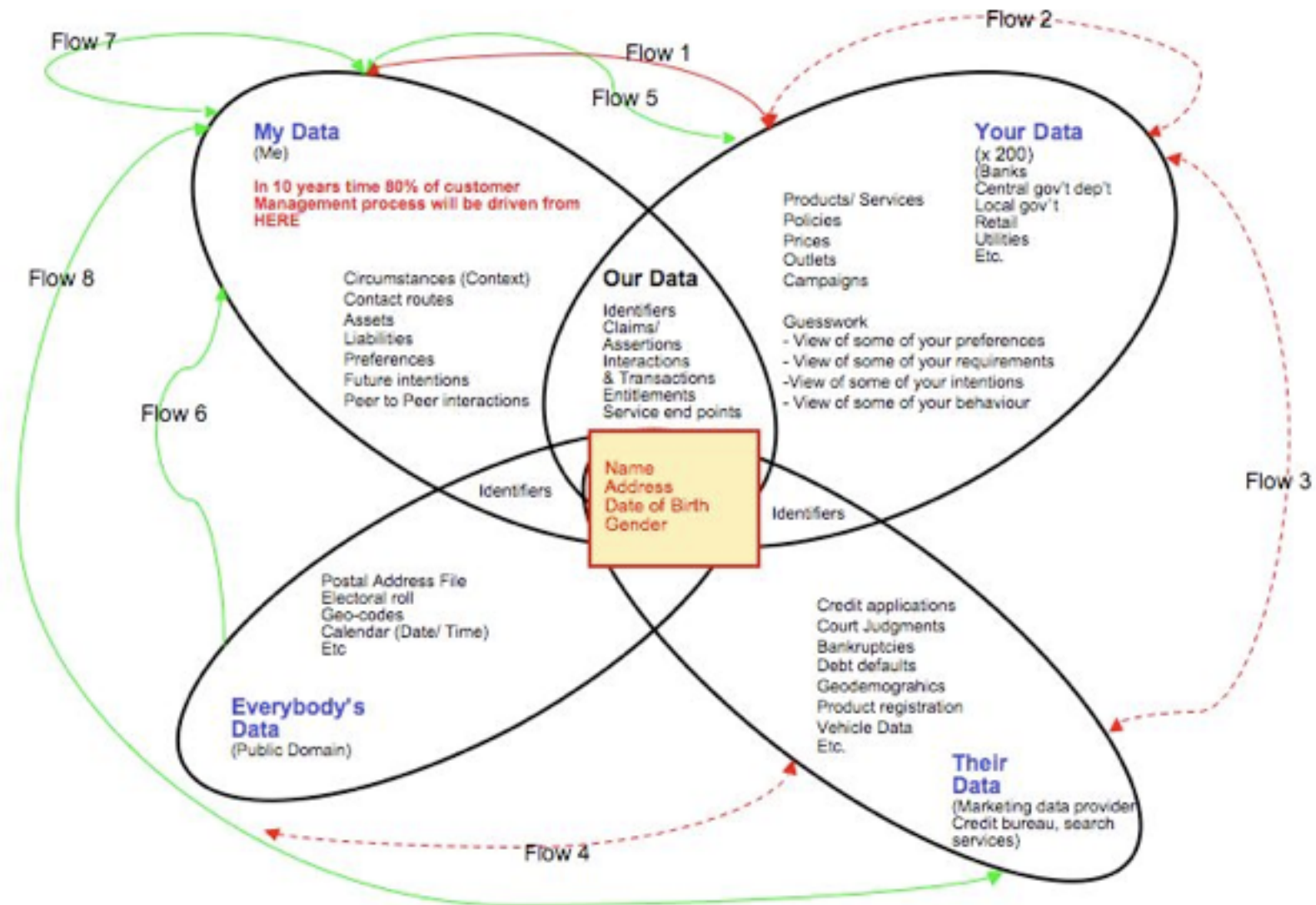
Project Goals

- Our goals for the standard information sharing agreement are to:
 - Define a legal framework for managing information shared from an individual to an organization for a directed purpose, where the individual maintains both access and usage control
 - Use simple, clear language
 - Cover a wide range of different, specific use cases & situations
 - Suitable for use in different jurisdictions, and cross-jurisdictional transactions
 - Use an appropriate IP-regime to ensure work is open for community use (e.g. Creative Commons Share-Alike Attribution), copyright, database rights, etc.
 - Be human, computer, lawyer readable

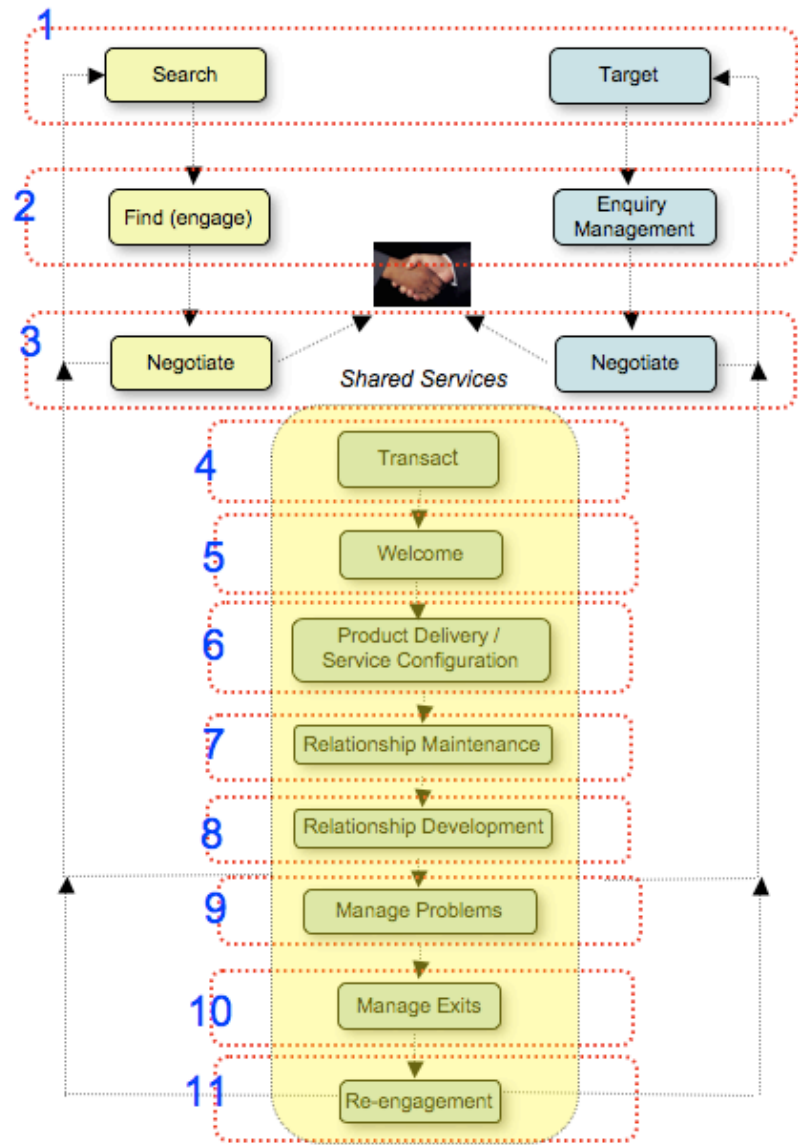
Context – Current State



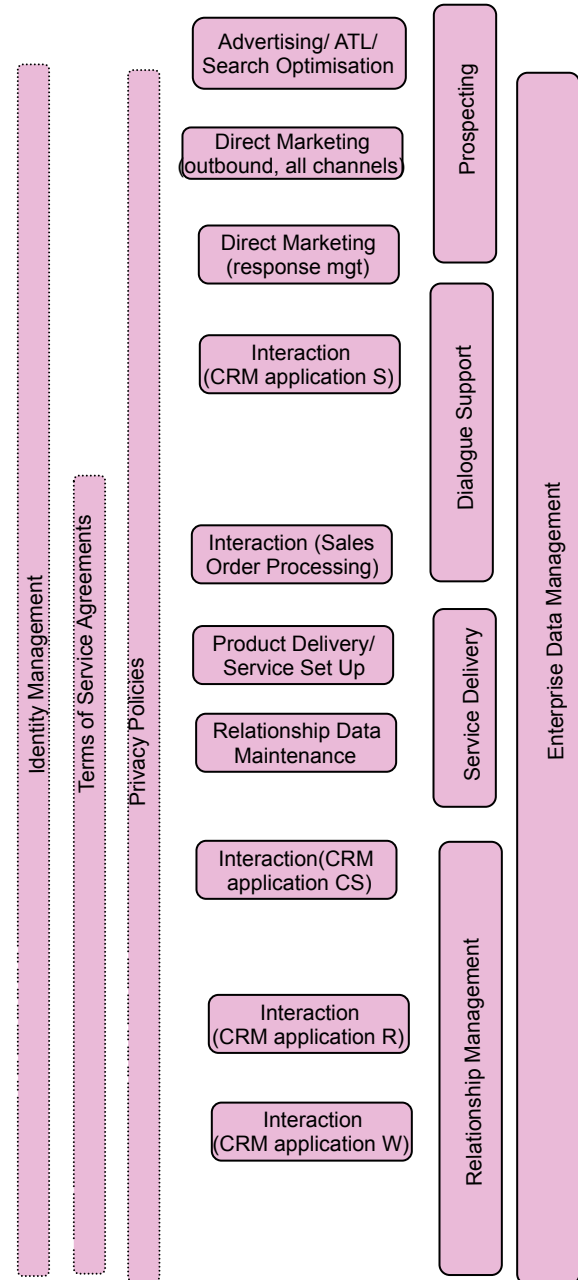
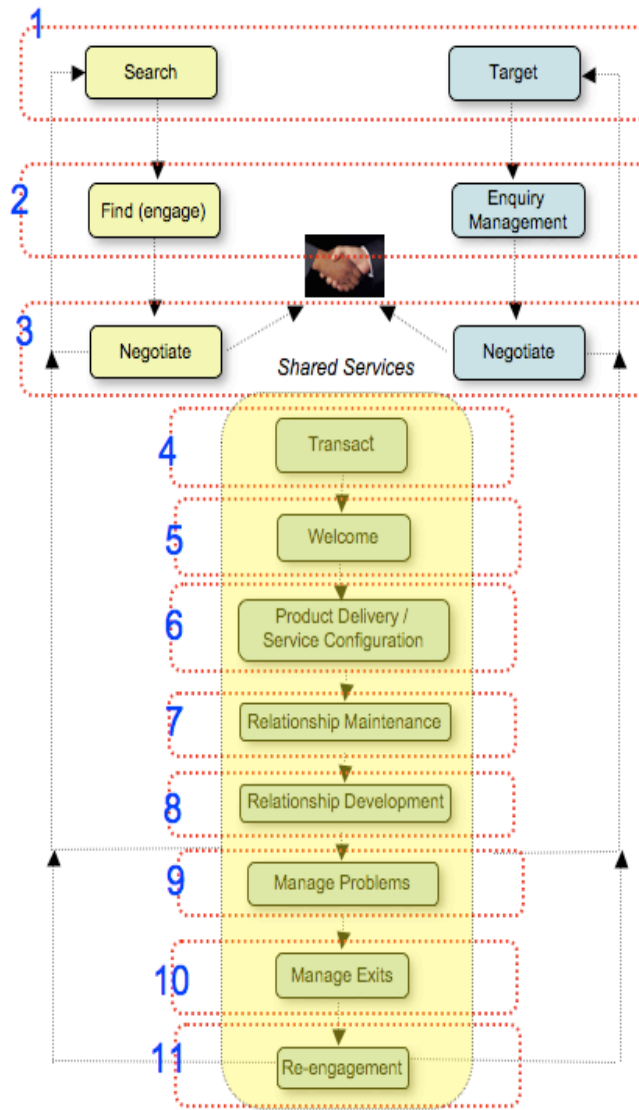
Context – Target State



A Tool We Use - The Customer-Supplier Engagement Framework



Customer-Supplier Engagement Framework



Each information sharing agreement (contract) has a common core

(we refer to this as 'The Master Agreement')

Master Agreement covers:

Time frame of access (assumes indefinite unless specified in specific transaction agreement)

Key principles around reasonable use in eyes of discloser, good faith, shared data value

Assumes a relevant Trust Framework is in place to support deployment and governance

Mutual Responsibilities:

- Audit trail

Discloser responsibilities:

- Acceptance of confirmed liabilities under specific transactions
- No hacking (good faith)
- Limited liability when acting in good faith
- No fraudulent misrepresentation
- Data accuracy

Recipient responsibilities:

- Trust framework signatory in place with appropriate resources and capabilities
- Data sought/ procured stated overtly
- Purpose of data collection (procurement) set out overtly
- Data sought restricted to only that required for the purpose stated above
- Except Auditing and Analysis
- auditing means data inspection required for 3rd party validation, data must be depersonalized or anonymized
- analysis is restricted to the purpose, maintaining quality of the purpose, and improving the capability to deliver the purpose
- Data acquired is retained no longer than the period agreed
- Data subject(s) are entitled to access shared data and data derived from that data
- Have a duty of confidentiality,
- Onward assignment requires new agreement between parties
- Data security in transit and at rest is assured (includes transparency over hosting arrangements)
- Onward sharing is overt

Patterns Identified (work in progress)

Pattern 1: e.g. Personal RFP: value added, read & use for lifetime of pRFP, communications via service broker, statistical aggregation

(note: this relates to step 2 in the Customer – Supplier Engagement Framework)

Pattern 2: e.g. Transit Authority: geo-location data, read & use indefinitely, no value added, no communications channel, statistical aggregation

(note: this relates to step 7 in the Customer – Supplier Engagement Framework)

Pattern 3: e.g. Road Warrior Program: geo-location data, read & use indefinitely, value added, communications channel: device specific (GPS interface)

(note: this relates to step 7 in the Customer – Supplier Engagement Framework)

Pattern 4: e.g. Usage optimisation: use data, read & use indefinitely, value added (advice), communications channel: notification (SMS, email), power of attorney

(note: this relates to step 8 in the Customer – Supplier Engagement Framework)

Pattern 5: e.g. Relationship Maintenance/ (Soft Subject Access?) maintain and enhance data shared to enable a (supply) relationship

(note: this relates to step 7 in the Customer – Supplier Engagement Framework)

Broadcast update