# CITY OF ROCHESTER
## GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

1.     **AUTHORIZATION**. The City of Rochester ("City") hereby authorizes the following party, _____ ("Authorized Party"), to access the following Government Data:

_____

_____

2.     **PURPOSE**. Access to the above Government Data is limited to the creation of summary data for the following purpose(s):

_____

_____

3.     **COSTS**.

      ( )    The Authorized Party requested the summary data and agrees to bear the City's costs associated with the preparation of the data.
            That cost is $ _____ and is payable to the City.

      ( )    The City has asked the Authorized Party to prepare summary data and will bear the costs accordingly.

4.     **SECURITY**. The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement. No data which is not public will ever be disclosed or communicated to anyone by any means.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents. Data contained in files, records, microfilm, or other storage media maintained by the City are the City's property and are not to leave the City's custody. If the data can in any way identify an individual, the Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data and the creation of the summary data described above:

_____     _____

_____     _____

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of Government Data collected, used and maintained in the exercise of this Agreement and classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws.

The Authorized party agrees to defend, indemnify, and hold the City, its officers and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from an act or omission of the Authorized Party, its agents, employees or assignees under this agreement and against all loss by reason of the Authorized Party's failure to fully perform in any respect all of its obligations under this Agreement.

6. **INSURANCE.** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of the Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover $1,000,000.00 per claimant for personal injuries and/or damages and $1,000,000.00 per occurrence. The policy must cover the indemnification obligation specified above.

7. **ACCESS PERIOD.** The Authorized Party may have access to the Government Data described above from _____ to _____.

8. **SUMMARY DATA RESULTS**

(   ) If the Authorized Party is the requester, a copy of all reports, summaries, compilations, articles, publications or any document or series of documents which are created from the data provided under this Agreement must be made available, in its entirety, to the City.

(   ) If the Authorized Party is a contractor of the City, the Authorized Party may retain one copy of all reports, summaries, compilations, articles, publications or any document or series of documents which are created from the data provided under this Agreement for its own records, but may not disclose it or any portion of it without permission, except in defense of claims brought against it.  All other copies of reports, summaries, compilations, articles, publications or any document or series of documents which are created from the data provided under this Agreement must be provided to the City.

**AUTHORIZED PARTY**: _____  Date: _____

By:    _____
Its:    _____


**CITY OF ROCHESTER**                                          Date: _____

By:    _____
Its:    _____