

DATA SHARING AGREEMENT
between
Tacoma-Pierce County Health Department
and
Puget Sound Clean Air Agency

I. ENTITIES RECEIVING AND PROVIDING DATA

DATA RECIPIENT (contractor):	Puget Sound Clean Air Agency
OFFICE:	
CONTACT PERSON:	Amy Fowler
TITLE:	Air Resource Specialist
ADDRESS:	110 Union St., Suite 500 Seattle, WA 98101
PHONE NUMBER:	206-689-4017
EMAIL:	amyf@pscleanair.org
FAX NUMBER:	206-343-7522

DATA PROVIDER:	Tacoma-Pierce County Health Dept.
OFFICE:	Community Assessment
CONTACT PERSON:	Liz Pulos
TITLE:	Epidemiologist
ADDRESS:	MS011
PHONE NUMBER:	253-798-4719
EMAIL:	epulos@tpchd.org
FAX NUMBER:	253-798-2947

II. PROVISIONS OF AGREEMENT

The non-identifiable outdoor air residential survey data, collected during the fall of 2006, will be made available for data analysis.

Data recipient staff shall not disclose, in whole or in part, the data described in this agreement to any individual or agency not specifically authorized by this agreement, or unless permitted or required by law.

Data recipient agrees to provide copies of any research papers or reports prepared as a result of access to TPCHD data under this Agreement, and to allow TPCHD to reprint or distribute same without charge, to the extent permitted under copyright protection laws and any applicable agreements as to copyright or related intellectual property rights.

“Tacoma-Pierce County Health Department, Outdoor Air Survey, 2006” should be cited as the source of the data in all tables, reports, presentations, and scientific papers and the data recipient’s organization’s name should be cited as the source of interpretations, calculations, and/or manipulations of the data.

In no event shall the data providers (TPCHD) be liable for any damages, including, without limitation, damages resulting from lost data or lost profits or revenue, the costs of

recovering such data, the costs of substitute data, claims by third parties or for other similar costs, or any special, incidental, or consequential damages, arising out of the use of the data. The accuracy or reliability of the data is not guaranteed or warranted in any way and the data providers disclaim liability of any kind whatsoever, including, without limitation, liability for quality, performance, merchantability and fitness for a particular purpose arising out of the use, or inability to use the data.

To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against all claims, suits or action arising from any intentional or negligent act or omission of the parties, or agents of either party, while performing under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Tacoma-Pierce County Health Dept.

Puget Sound Clean Air Agency

Elizabeth Pulot
Authorized Signator for Data Provider

[Signature]
Authorized Signator for Data recipient

9 Jan 2007
Date

1/18/07
Date