

Guidelines to Seek data

Data Sharing Policy is framed to facilitate access to Data of Department of Empowerment of Persons with Disabilities to meet a variety of requirements like to undertake Analytics projects, Research activities, Academic studies or any other purpose not only by internal departments of the Ministry but also by various other institutions. Data Sharing Policy is aimed at streamlining the process of Data sharing and formalization of Data protection measures to prevent Data from misuse and unauthorized access.

This policy is principles-based essentially to ensure a seamless process for sharing of Data. Data Seekers are required to adhere to any relevant regulatory requirements under IT act and Aadhaar act, including those relating to the ethical use of Data. As a general rule the Data seekers will be required to sign an undertaking of confidentiality and non-disclosure. The process to be followed while seeking data is given below.

A. Steps to Seek Data

The process flow defines all the necessary approvals that shall be needed prior to Data Sharing. To obtain the data, Data Seeker needs to fill up the “Data Seeking Request Form”.

- a. The seeking request form should be signed and approved by the Concerned Authority of the Recipient departments.
- b. A Sample of Data Seeking request form is enclosed at Annexure A.
- c. Data Seeking Request Form will be sent to department through email (Email@NIC.IN) as well as through post.
- d. After receiving the Data Seeking Request form and the subsequent approval as per Delegation of Power, the Undertaking will be signed between the Department and the Recipient department.
- e. After signing the undertaking, the Data will be shared through USB/ E-mail/ SFTP/API/Other agreed media.
- f. On Completion of the work /project, Data Seeker needs to expunge the data.

Annexure A: [Sample Data Sharing Request Form]

The data seeker is requested to submit the following two mandatory documents:

1. A covering letter containing the statement of proposal containing not less than 500 words.
2. A tabular format for the requested data clearly indicating the following:
 - a. Variables (on which data are requested). The variables have to be specific
 - b. The frequency of the data,
 - c. Period / span of data.

DATA SEEKING REQUEST FORM

(To Be Filled by Data Seeker)

1.	Institution/Regulator/Department Employee Name:	
2.	Authorized Signatory of Institute /Regulator/Department:	
3.	Title of the Project/ activity for which the data isrequired to be shared:	
4.	Objective/Purpose of the Requirement : [Indicate how it will benefit]	
5.	Area of Project/Activity :	
6.	Contact Person Name:	
7.	Contact No:	
8.	Email Id: (Official)	
9.	Type of data fields require : (Enclose data structure)	
10.	Period of data:	From: DD/MM/YYYY To: DD/MM/YYYY
11.	Duration for which the data will be kept: (To date)	
12.	Mode of data transmission: USB/ E-mail/ SFTP/Clean data rooms/otherapproved media/ API:	
13.	a. Participating Institute Name:	
	b. Name:	
	c. Contact No.:	
	d. Email:	

Name:

Signature:

Date:

Annexure B: [Undertaking of Confidentiality and Non-Disclosure]

UNDERTAKING OF CONFIDENTIALITY AND NON-DISCLOSURE

This has reference to the request made to the department by <Recipient Organization through <Person Name> to undertake designated Project/Activity titled <Title>. In this context to ensure that the confidentiality of data is maintained at all the times, it is required that an “Undertaking of confidentiality and non- disclosure” is signed by <Recipient Organization> and <Authorised Person Name>.

Parties: “[<Recipient Institute>]” through <Recipient Official Name> (the Recipient Institute name and Name of the Recipient) and “[Department Nominated Officer]” (the Discloser, as may be nominated by the department from time to time)

1. The Discloser on the request of the Recipient intends to share access to data records (the Information) with the Recipient for the <Project Title> (The Project Title). The Discloser will ensure all data to which access is shared with the Recipient with adequate care is taken to ensure the privacy of identity, in case Recipient, who has sought access to data stumbles upon such identity implicitly, they should maintain it in confidence.
2. The Recipient undertakes not to use the Information for any purpose except the stated Purpose. The Source of information would be adequately acknowledged in the report/paper.
3. The Recipient undertakes to keep the Information secure and not to disclose or allow access in any way to any third party and shall maintain its confidentiality in accordance with the terms of this undertaking and as per the law applicable from time to time. The Recipient shall ensure that all data collected, maintained and analyzed by it, are at all times kept secure and fully and effectively protected against unauthorized access or discloser or transmission by accidental or intentional destruction, loss or damage. The Recipient shall adopt and implement appropriate technical and organization security measures to protect data from any kind of unauthorized access by any person including its own employees and would be liable in case of any breach of confidentiality.
4. The undertakings in clauses 2 and 3 above shall apply to all of the Information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they would not apply to:
 - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Undertaking); or
 - b) Any information which is already in the public domain.

5. The Recipient shall, at any time on request from the Discloser, return all copies and records of the Information to the Discloser and shall not retain any copies or records of the Information. Any data kept in the computer systems in any format by all the user shall be erased and a confirmation sent to the Discloser, on or before the date as intimated by the discloser.
6. Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to access and use the Information solely for the stated purpose.
7. In case, the Recipient is an organization, it shall obtain the similar undertaking (for their records) with all the authorized users of the data. The Recipient shall disclose the details of all the users of data of the Recipient organization to the discloser. Any misuse/unauthorized use of information by any of the users of data shall render the Recipient liable under law.
8. The undertakings in clauses 2 and 3 will continue in force indefinitely till such time the confirmation is given under clause 5. The Recipient assumes all legal liability arising out of any precipitative action taken by such Recipient based on the data provided by the Discloser.
9. The Recipient agrees to allow and co-operate with the department officials during inspection undertaken to ensure appropriate usage of data or derivative thereof and the Recipient shall abide all the directions/instructions given by the Discloser as regards the usage of the data .
10. The Recipient agrees that in case it fails to maintain confidentiality of data or fails to abide by any clause of this undertaking or is found indulging in any kind of irregularity with regard to data usage or provides false/misleading information, the Recipient shall be solely responsible and liable for all actions as per law prevalent at the relevant point of time (Including the law which may come into force after signing this undertaking). Further, the Recipient shall be liable to make good of any loss/damage caused to the Discloser for any unauthorized use/misuse of the information by the Recipient and shall keep the Discloser (and SEBI) indemnified for the same.