

AGREEMENT FOR RELEASE OF VA DATA
WITHIN VHA
BETWEEN <INSERT FACILITY AND PROGRAM OFFICE NAME>

Conditions for the Release of the Department of Veterans Affairs Data

A. ***Insert User Name and Organization*** agree to observe the following conditions in the use of VA data.

1. I agree that the data provided (herein the data) will be used solely for the purpose of ***<Insert the purpose of the data sharing> e.g., independent assessment and improvement of care for veterans.***

2. The use of this data will be ***<Insert data uses> (if revolving agreement, state period as of one year, renewable yearly)***

B. ***<Insert Custodian Name>*** is designated as custodian of this data and will be responsible for the observance of all conditions of use and for establishment and maintenance of appropriate administrative, technical and physical security safeguards to prevent unauthorized use and to protect the confidentiality of the data. If the custodianship is transferred within the organization the user agrees to notify the ***<Transferring Office>*** within (15) days of any change.

C. Authorized representatives of the Department of Veterans Affairs and Office of Inspector General will be granted access to premises where the aforesaid file(s) are kept by the User for the purpose of confirming that the user is in compliance with security requirements.

D. A number of VA directives exist to instruct employees on the proper handling of confidential and Privacy-protected data. These include VA Handbook 5011/5, Chapter 4, (Alternative Workplace Arrangements), Security Guideline for Single-User Remote Access, Revision 3.0, VA Directive 6500, "Information Security Program," VA Directive 6504, Restrictions on Transmission, Transportation and Use Of, and Access to VA Data Outside of VA Facilities and VA Directive and Handbook 6502, "Privacy Policy." VHA Directive 1605, VHA Handbook 1605.1 and 1605.2.

1. ***<In this section describe how the data will be transferred, (i.e., electronic, cd, etc) and the methods that you will take to secure the transmission of the data.>***

2. ***<In this section describe how you will maintain an auditing of the activity of the data.>***

E. In the event that an employee or other user of data covered by this agreement, loses confidential or Privacy-protected data or the data is stolen or removed from designated locations or used or disclosed for purposes other than outlined in this agreement, the employee/other user must report the incident immediately upon discovery of the incident to the ISO, Privacy Officer, and to the employee's/other user's immediate supervisor. Senior management should be informed immediately by the supervisor, who will further inform those in the chain of command. Incidents internal to VA must be reported to the VA-SOC within one hour of the report of the incident. The incidents should be reported to the VA-SOC via the Information Security Officer (ISO) or designee, and entered into the Privacy Violation Tracking System (PVTs) by the Privacy Officer. In turn **VA** at the department-level will report to the US-CERT the information regarding the incident reported to the VA-SOC and in PVTs within the hour timeframe. A distribution list (VHA REPORTS TO US-CERT) has been established for use by the facility ISO in reporting all incidents involving personally identifiable information via Exchange, and includes the key VHA representatives that need to be notified as well as the VA-SOC Manager and key VA-SOC representatives.

F. Failure to comply with VA policy and regulations pertaining to Cyber Security and safeguarding confidential and Privacy-protected data may violate Federal law. Some of these laws carry civil and criminal penalties.

G. None of the Department of Veterans Affairs data, any data extracted or derived from this report, or other data files provided by the Department of Veterans Affairs, will be released to any other organization or individual external to your organization without the appropriate approval of the transferring VA office. In addition, your organization will not publish nor release any information that is derived from the file that could possibly be expected to permit deduction of a beneficiary's identity. Infractions will be subject to prosecution under federal law.

I have read and agree to all the terms and conditions and policies described in this Agreement for the Release of VA Confidential Information.

Transferring Responsible Official Date
Organization Transferring Data

User Responsible Official Date
Organization receiving transfer