




**THE UNITED REPUBLIC OF TANZANIA**  
**PRESIDENT'S OFFICE, PUBLIC SERVICE MANAGEMENT AND GOOD**  
**GOVERNANCE**  
**e-GOVERNMENT AUTHORITY**

**Document Title**

Electronic Data Sharing and Exchange Guidelines

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APPROVAL	Name	Job Title/ Role	Signature	Date
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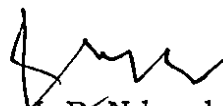
**PREFACE**

The global trend puts data as valuable resource for fostering economic as well as social development. Various Public Institutions generate data in the course of day-to-day execution of operations. The e-Government Act, 2019 emphasizes for a need to create primary data once and share it among Public Institutions that require them for their operations.

There is an increase in the usage of ICT systems in supporting business operations which leads to massive electronic data generation and movement from one system to another. With data being one of the major drivers of the 4<sup>th</sup> Industrial Revolution, it is of utmost importance to have in place defined mechanism to manage and control of electronic data sharing and exchange.

In this context, Section 49 of the Act requires e-Government Authority to issue technical standards and guidelines to be complied by public institution in the case of creation, capturing, storing, maintenance disposal, access and sharing of electronic data. Pursuant to this provision, the Authority has prepared this document to prescribe electronic data sharing and exchange guidelines to be used by all public Institutions.

It becomes apparent to provide a proper guidance on sharing of electronic data. Acknowledging the value of public sector data, these guidelines have been written to assist public institutions to share and exchange data efficiently and securely.



Dr. Laurean J. E. Ndumbaro

**BOARD CHAIRMAN**

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## **1. INTRODUCTION**

### **1.1 Overview**

The e-Government Authority (e-GA) is a public institution established by e-Government Act No. 10 with the mandate to coordinate, oversee, promote e-Government initiatives and enforce e-Government related policies, laws, regulations, standards and guidelines to public institutions.

### **1.2 Purpose**

To provide guideline on electronic data sharing and exchange across public institutions.

### **1.3 Rationale**

This document is developed to promote interoperability and integration of information systems while ensuring privacy and confidentiality.

### **1.4 Scope**

This document shall be used by public institutions on electronic data sharing and exchange across the government or with other relevant stakeholders.

## **2. Electronic Data Sharing and exchange Guidelines**

### **2.1. General Guidelines**

A data custodian should: -

- i. Adhere to provision of e-Government Act, its General Regulations and other relevant laws on data sharing and exchange.
- ii. Adhere to information classification policy of the data custodian.
- iii. Have a valid data sharing and exchange agreement.
- iv. Adhere to data confidentiality, integrity and availability.
- v. Ensure that sharing and exchange of data is done through approved media to ensure integrity and security.

## **2.2. Data access permission and control**

### **2.2.1. Data Requestor**

A data requestor should: -

- i. Ensure that it provides a formal data sharing and exchange request to a data custodian.
- ii. Clearly identify which data is needed and for what purpose.
- iii. If data granted is to be shared to another institution by the data requestor, may not be shared further without the explicit permission of the data custodian.
- iv. Renew the data sharing and exchange agreement upon its end, by following the procedures set by the data custodian.
- v. Share the research findings and reports to the data custodian, in case data requested for research purposes.

### **2.2.2. Data Custodian**

A data custodian should ensure that: -

- i. Provides a data access form to be filled by the data requestor.
- ii. Have a catalogue of available data.
- iii. Assess the request and identify the primary source(s) of data that could be shared to data requestor.
- iv. Reject or withdraw a data request where deem necessary to do so.
- v. Only information which is relevant to the objectives of the current instance of data sharing should be shared.
- vi. Regularly update its data repository to ensure accuracy and consistency of data.
- vii. Not later than forty-eight (48) hours from the time of update, transmit the updated changes into the data sharing and exchange platform. Provided that, updated changes concerning information that is of National, security or safety concern shall not be unreasonably delayed.

### **2.3. Data Sharing Agreement**

The data sharing agreement should: -

- i. Clearly specify type of data to shared.
- ii. Clearly specify the purpose (s) of requesting data.
- iii. Clearly state a scope of data usage to be limited only for intended purpose and not beyond without seeking permission from the custodian.
- iv. Provide information on any sanction that may be imposed if the terms and conditions of the agreement are not adhered to.
- v. Clearly specify the period (begin and end) of agreement.
- vi. Clearly describe the data shared format.
- vii. Clearly describe the events which can lead to termination of services by either party involved and the procedures in place for dealing with the data once the agreement is terminated or expired.
- viii. Clarify if access will be open or restricted and specify who the contact person will be to access the data.
- ix. Include the disclosure of information based on the Records and Archives Management Act No.3 of 2002.

### **2.4. Data sharing service charge**

- i. Cost (if any) for provision of data/access to data must be clearly stated.

### **2.5. Data Retention and Disposal**

With respect to data retention: -

- i. Shared data must be retained only while it is required to support the purpose of the data sharing. When it is no longer required, shall be disposed from electronic systems and/or paper copies must be securely destroyed based on the Records and Archives Management Act No.3 of 2002.

## **2.6. Data Security**

Both data custodian and data requestor should adhere to the following: -

- i. Information must only be shared on a need-to-know basis and treated with utmost confidentiality.
- ii. Data security measures to be employed during transferring, accessing, and storing of data should be followed in line with eGovernment Security Architecture – Standards and Technical Guidelines (**eGA/EXT/ISA/001**) and eGovernment Information Architectures – Standards and Technical Guidelines (**eGA/EXT/IFA/001**).

## **3. IMPLEMENTATION, REVIEW AND ENFORCEMENT**

This document shall:

- 3.1 Effective upon being signed by the e-Government Authority Board Chairman on its first page.
- 3.2 Subjected to review at least once every three years or whenever necessary changes are needed.
- 3.3 Consistently complied with, any exceptions to its application must duly be authorized by the Director General.

## **4. GLOSSARY AND ACRONYMS**

### **4.1. Glossary**

<b>Data Sharing</b>	Making data available to another organization under agreed conditions.
<b>Data Exchange</b>	A part of data sharing involving fixed, recurring transactions between parties, such as the regular exchange of data among Public Institutions. These exchanges are implemented with data exchange services.
<b>Data Sharing Agreement</b>	a formal arrangement between a data custodian and a data requestor that details conditions under which data is shared and used.

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**Data Custodian** The agency or organization that collects or generates data for any purpose and is accountable and responsible for the governance of that data.

**Data Requestor** Is an organization that requests data.

**Data** Any information represented in electronic form. Information and data are used interchangeably.

#### **4.2. Acronyms**

**API** Application Programming Interface  
**e-GA** e-Government Authority

### **5. RELATED DOCUMENTS**

- 5.1.** e-Government Integration Architecture –Standards and Technical guidelines (eGA/EXT/ITA/001).
- 5.2.** e-Government Guideline (PO-PSM, 2017).
- 5.3.** e-Government Act No 10, of 2019.
- 5.4.** e-Government General Regulations of 2020.
- 5.5.** eGovernment Information Architecture – Standards and Technical Guidelines (eGA/EXT/IFA/001).
- 5.6.** eGovernment Security Architecture – Standards and Technical Guidelines (eGA/EXT/ISA/001).

### **6. DOCUMENT CONTROL**

<b>Version</b>	<b>Name</b>	<b>Comment</b>	<b>Date</b>
Ver. 1.0	e-GA	Creation of Document	July 2021

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**7. APPENDIX**

**7.1. Data Sharing Request Form**

<b>SNo.</b>	<b>To be completed by the data requestor</b>	
1.	Name of organization/Institute/Authority/Agency requesting data:	
2.	Purpose of the data request:	
3.	Details of data use (Explain how the requested data would be used): -	
4.	<b>Define the data requirements – Sample data requirements are provided below: -</b>	
i.	Component on which information required	
ii.	Geographical area	
iii.	Time period	
iv.	Level of data - Aggregate or individual level	
v.	Indicators/Variables required	
vi.	Any disaggregation required	

**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**Institution:** \_\_\_\_\_

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**7.2. Data Sharing Individual Form**

I, \_\_\_\_\_ (**data requestor name**), working as  
\_\_\_\_\_ (Designation) in  
\_\_\_\_\_ (Complete Name and Address of  
Institution/ Organization), am/are involved in the study/analysis titled  
“ \_\_\_\_\_ ” from \_\_\_\_\_ to \_\_\_\_\_ (time period).

I hereby declare that the data that I am provided access to, under the abovementioned study/analysis will be used only for the purpose of the work mentioned hereinabove and only in the manner that **[data custodian name]** authorizes and permits. I expressly acknowledge and agree that without prejudice to all available legal remedies, I am also liable to administrative action in case the data is used for any purpose beyond the scope of this study. I will not share the data with anyone or publish the research data without prior written consent/permission from **[data custodian name]** and shall maintain the confidentiality of all Confidential Information. I shall submit a copy of all the data files, analysis papers and reports generated as a part of this research to **[data custodian name]** at the end of the study/analysis. I will acknowledge **[data custodian name]** in all the publications that come out of this analysis/study.

\_\_\_\_\_  
**(Signature)**

**Date:** \_\_\_\_\_

**Email: -** \_\_\_\_\_

\_\_\_\_\_  
**(Signature of the Head of Institution/Organization)**

**Name of the Head of Institution/Organization [Data Custodian]:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Official Seal:**

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**7.3. Data Sharing Agreement Sample**

SNo.	SAMPLE DATA SHARING AGREEMENT	
1.	<b>Organizations</b>	This Data Sharing Agreement is entered drawn up between _____ and _____.
2.	<b>Purpose of the Agreement</b>	Describe the purpose of the data sharing agreement between the Data Custodian and Data Requestor. Describe why the sharing initiative is necessary, objectives and benefits the Data Requestor hopes to achieve.
3.	<b>Project Description</b>	In the case where the data is intended for research purpose, a brief description of the research project must be included. The reflected issues to be addressed: - i. A summary of the research question(s) for which the data will be gathered. ii. Clarify who will be the sender and receiver of the data. iii. Mention all organizations and people who will have access to this data both within and at other collaborating sites.
4.	<b>Period of Agreement</b>	Describe length of agreement between the Data Custodian and Data Requestor.  This Agreement commences on _____ and will end on _____ or unless terminated/extended by mutual agreement of both parties.
5.	<b>Description of Data</b>	Describe the data being provided in this agreement. Provides a more precise description of the data to be shared, with the exact fields listed in an attachment. (Be specific – include variables names, descriptions, format, level of security/sensitivity).
6.	<b>Data Custodian responsibility and data stewardship</b>	This section establishes the responsibility for maintenance of data security. This should include the secure process for transmitting the file and any file

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		format. If there are special circumstances regarding data access, they can be specified here.
7.	<b>Roles and responsibilities</b>	This section specifies the individuals in the organizations with responsibility for the data.
8.	<b>Permissible data use, linking and sharing under this agreement</b>	The exact rules for use of the data by the receiving organization, including access rights and sharing of data with other organizations. This should follow the requirements specified when the data was collected.
9.	<b>Timing and frequency of updates.</b>	Specify the timing and of data sharing and updates amongst two parties.
10.	<b>Constraints on Use of Data</b>	<p>Example of a constraint of use of data: -  Data supplied by [<b>Data custodian name</b>] is the property of [<b>Data custodian name</b>] and shall not be shared with third parties without the written permission of [<b>Data custodian name</b>].</p> <p>Data requestor shall not sell or use, internally or externally, for any purpose not directly related to the scope of work defined in this agreement without the written permission of [<b>Data custodian name</b>].</p>
11.	<b>Data Security and Confidentiality</b>	Describe data security and confidentiality measures during transferring, accessing and store of data.
12.	<b>Dissemination</b>	This section describes review of any results to be disseminated, including review to make sure that third party researchers protect the confidentiality of individuals when publishing findings. Such restrictions should not allow arbitrary or unwarranted suppression of data but be limited to protecting the privacy rights of individuals. It may also specify proper citation of the data source or any disclaimer required on report.
13.	<b>Indemnification</b>	This section describes that in the case of legal claims against any of the parties to the agreement, normal legal rules and principles will apply, and states that if one party becomes aware of a claim against the other, they should inform the other party in a timely manner.

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<b>14.</b>	<b>Termination and Modification</b>	Include the conditions under which the agreement can be terminated. Note that this clause also includes direction on how data are to be disposed of after termination.

By the signatures of their duly authorized representative below, **[Data custodian]** and **[Data requestor]**, intending to be legally bound, agree to all the provisions of this Data Sharing Agreement.

*For and on behalf of*

[Name of Data Custodian  
Organization]

*For and on behalf of*

[Name of the Data Requestor  
Organization]

Signature

\_\_\_\_\_  
Name  
Position  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name  
Position  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_