

Exhibit 4

**GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT**

1. AUTHORIZATION. City of Minnetonka hereby authorizes \_\_\_\_\_, ("Authorized Party") access to the following government data:
2. PURPOSE. Access to this government data is limited to the objective of creating summary data for the following purpose:
3. COST. (Check which applies):
  - ☐ The Authorized Party is the person who requested the summary data and agrees to bear the City's costs associated with the preparation of the data which has been determined to be \$ \_\_\_\_\_.
  - ☐ The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with attach.
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.

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. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the 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 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 this Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover \$1,000,000 per claimant for personal injuries and/or damages and \$1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. ACCESS PERIOD. The Authorized Party may have access to the information described above from \_\_\_\_\_ to \_\_\_\_\_.

8. SURVEY RESULTS. (Check which applies):

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

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

AUTHORIZED PARTY:

By: \_\_\_\_\_

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

Title (if applicable):

CITY OF

By: \_\_\_\_\_

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

Its: