



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/27/2026

File ID: TMP-6678

Department: Traffic Engineering

Subject:

Type of Action: Approval/Action

Data Sharing Agreement (“AGREEMENT”) between the City of Huntsville (“HUNTSVILLE”) and the Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville, an entity of the State of Alabama (“UAH”), and governs UAH’s access to and use of the DATA collected by the City of Huntsville’s Traffic Engineering Department.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments: N/A

RESOLUTION NO. 26 - ____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and The Board of Trustees of The University of Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Data Sharing Agreement (“AGREEMENT”) between the City of Huntsville (“HUNTSVILLE”) and The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville, an entity of the State of Alabama (“UAH”), and governs UAH’s access to and use of the DATA collected by the City of Huntsville’s Traffic Engineering Department”, consisting of two (2) pages and the date of March 12, 2026 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 12th day of March, 2026.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 12th day of March, 2026.

Mayor of the City of Huntsville,
Alabama

DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") between the City of Huntsville ("HUNTSVILLE") and The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville, an entity of the State of Alabama ("UAH"), and governs UAH's access to and use of the DATA collected by the City of Huntsville's Traffic Engineering Department.

1. Data Requested

DATA	PURPOSE
Data collected by the Traffic Engineering Department ("DATA") including traffic volumes, speeds, travel times, intelligent transportation systems data (ITS), signal timings and performance metrics.	To support planning, operational optimization, and safety assessments of programs and initiatives of the Traffic Engineering Department.

2. Data Ownership and Use.

- a) UAH acknowledges that (i) the DATA identified above are the sole and exclusive property of HUNTSVILLE, (ii) HUNTSVILLE has expended significant resources in the collection of the DATA, and (iii) the DATA are a valuable property of HUNTSVILLE.
- b) HUNTSVILLE hereby grants to UAH a non-transferable and non-exclusive authorization to use the DATA for research and academic purposes only, subject to the terms and conditions set forth herein.

3. Restrictions.

- a) **Data Restrictions.** UAH will not use or evaluate the DATA, for any of the following Purposes: (i) to find one or more occurrences of a new road associated with an individual address, (ii) create drivable directions to an individual address, (iii) surveillance or tracking to identify (or attempt to identify), observe, or monitor a unique individual, unique household, or unique vehicle, (iv) military, defense, or law enforcement, (v) any purpose that undermines the safety, privacy, or security of vehicles or individuals, (vi) politics, (vii) discrimination against any individual or group, (viii) identifying consumer health data, or (ix) any purpose or in any manner inconsistent with applicable human rights and related laws and regulations.
- b) **Use Restrictions.** Except as expressly authorized in writing by HUNTSVILLE, in no event will UAH:
 - i) Distribute the DATA externally, or allow any third party to access the DATA;
 - ii) Market, or license any derivative work containing or based upon any portion of the DATA;
 - iii) Use the DATA for any other commercial purpose.

4. **Intellectual Property.** UAH will use reasonable efforts to protect and not violate HUNTSVILLE's proprietary rights and shall honor and comply with HUNTSVILLE's reasonable requests to protect HUNTSVILLE's rights in the DATA and related intellectual property. If UAH becomes aware of any violation of those rights, UAH shall promptly notify City of Huntsville in writing.

5. **Confidentiality.** UAH acknowledges and agrees that the requested DATA is considered Confidential Information of HUNTSVILLE. Accordingly, the requested DATA is confidential and may not be disclosed to third parties without the express written permission of HUNTSVILLE. The requested DATA is being provided solely and exclusively for use in furtherance of the HUNTSVILLE's Traffic Engineering Department's services and is otherwise to be treated as confidential. The DATA shall not be referenced, disclosed, discussed or otherwise made public other than allowed by this Agreement.

6. Access Responsibilities; Indemnification.

- a) UAH is solely responsible for all acts or omissions of any person accessing or using the DATA on UAH's behalf.

7. **Limited Warranties.** HUNTSVILLE's DATA is only provided on an "as is" basis, and thus there are no warranties, expressed or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. As such, in no event shall HUNTSVILLE be liable for any damages resulting from the use of the DATA. UAH agrees that it will not publish or represent any reports utilizing HUNTSVILLE DATA

prior to obtaining written consent from HUNTSVILLE. If the DATA should be released or published by UAH without the consent of HUNTSVILLE or should an attempt be made by UAH to use the DATA in an action for damages against HUNTSVILLE, its officials or employees, HUNTSVILLE expressly reserve their right to object to the use of the DATA and any concluding opinions drawn from the DATA and to bring any claims for damages caused by the improper and unauthorized release of the DATA before the Alabama State Board of Adjustment, pursuant to Ala. Code § 41-9-60 (1975).

8. **Governing Law.** This Agreement will be governed by the laws of the State of Alabama, without regard to the principles of conflicts of laws thereof.
9. **Term.** This Agreement shall be effective as of the date of last signature below ("Effective Date") and shall remain in effect until terminated by either Party upon written notice to the other Party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

City of Huntsville	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, FOR AND ON BEHALF OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
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SIGNATURE:

NAME:

TITLE:

DATE:

SIGNATURE:

NAME:

TITLE:

DATE: