



**DATA SHARING AGREEMENT  
THE INTERNATIONAL DATA EVALUATION CENTER  
OF THE OHIO STATE UNIVERSITY, SCHOOL OF TEACHING AND LEARNING,  
COLLEGE OF EDUCATION AND HUMAN ECOLOGY**

This Data Use Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (hereinafter referred to as AGENCY), and International Data Evaluation Center of The Ohio State University, School of Teaching and Learning, College of Education and Human Ecology 1100 Kinnear Rd. Rm. 129, Columbus, Ohio 43212, Phone number, 614-292-6415 (hereinafter referred to as IDEC) describes the research project proposed by IDEC, and the \_\_\_\_\_ means to be used by IDEC to ensure the confidentiality and security of information and data exchanged between AGENCY and IDEC.

**I. GENERAL TERMS**

Under federal law, the Family Education Rights Privacy Act (“FERPA”), a school district must not disclose personally identifiable student data without prior written signed and dated parental consent, or unless pursuant to an exception to FERPA’s general rule. (20 USC 1232g(b)(1)). One such exception to FERPA’s general rule permits the release of personally identifiable student data without prior written parental consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” (20 USC 1232g(b)(1)(F); 34 CFR 99.31(a)(6)).

**A. PROFILE AND PURPOSE OF THE RESEARCH**

IDEC will be collecting 3<sup>rd</sup> and 4<sup>th</sup> grade language arts / reading test score data for students that either received Reading Recovery in the 1<sup>st</sup> grade or were a part of a comparison group called the Tested Not Instructed category (TNI).

The data will be used to try an answer the question about what happens to Reading Recovery and Tested Not Instructed children after they leave 1<sup>st</sup> grade. These data are being collected on behalf of the Center for Research in Education and Social Policy (CRESP) at the University of Delaware. CRESP will be doing all the data analysis and IDEC will be sharing these test data with CRESP.

**B. STORAGE AND TRANSFER OF DATA; DATA BREACH MITIGATION**

Data will be maintained in computers stored in the Data Center at The Ohio State University in

locked server cabinets. Such Data Center will only be accessible to authorized personnel via keycard issue by The Ohio State University. Additionally, all IDEC servers are hosted behind firewalls in order to reduce the risk of remote intrusion.

AGENCY and IDEC shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

Data will be entered by Reading Recovery teachers employed by AGENCY using a secure web site that has been developed by IDEC. Each teacher is assigned a unique Teacher ID and password which gives them access to only their data. The web site uses 256-bit SSL (Secure Sockets Layer) encryption to protect data as it is being entered by teachers.

The following actions will take place in the event of data breach

1. Notifications process
  - a. Notify IDEC's Director of IT Operations
  - b. Notify Office Responsible Practices
  - c. Notify Office of Information Technology for the College of Education
  - d. If appropriate, notify proper Authorities
  - e. Gather Description of Event
  - f. Identify Location of Event
2. Investigation Steps
  - a. Establish a response team (Director of IT and Op; Systems Manager, Director of Research)
  - b. Identify and take immediate action to stop the source of the attack or entity responsible
  - c. Determine and notify key stakeholder
  - d. Identify source or suspects of the event
  - e. Carry out IT forensics investigation to gather evidence
  - f. Determine need for external law enforcement
  - g. Determine to contact other additional stakeholders
3. Other Actions if Applicable
  - a. Contact law enforcement
  - b. Collection of evidence
  - c. Notification of victims
  - d. Prepare written communication plan to cover oral and written communication to parties involved
  - e. Communication with media
4. Follow-up activities
  - a. Evaluation of Security Incident Response
  - b. Determine
    - i. How well did the work force members respond to event?
    - ii. Were documented procedures followed? Were they adequate?
    - iii. What information was needed sooner?
    - iv. Were there any steps or actions that might have inhibited recovery?
    - v. What could work force members do differently the next time an incident occurs?
    - vi. What corrective actions can prevent similar events in the future?
    - vii. What additional resources are needed to detect, analyze, and mitigate future incidents?

- viii. What external resources and contacts proved helpful?
- ix. Other conclusions or recommendations

### **C. TERM OF AGREEMENT**

The term of this Agreement shall start on the date of execution and will terminate on **June 30 2019** unless terminated earlier by either party pursuant to Section F (“Termination”).

### **D. IDEC RESPONSIBILITIES**

IDEC agrees to the following confidentiality statements:

1. IDEC acknowledges that these data are confidential data and proprietary to AGENCY, and agree to protect such information from unauthorized
2. IDEC will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
3. IDEC acknowledges that the data being collected need to be protected. IDEC employees have been trained on the proper procedures to ensure the confidentiality of this data. IDEC has its procedures annually reviewed by the Office of Responsible Research Practices at The Ohio State University. The consequence of not meeting their standards would result in the suspension of operations at IDEC until IDEC can meet their standards.
4. IDEC shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
5. IDEC agrees that the research shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the IDEC that have legitimate interests in the information.
6. IDEC will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
7. IDEC will not contact the individuals included in the data sets without obtaining advance written authorization from AGENCY.
8. IDEC shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by AGENCY. IDEC does reserve the right to transfer identifiable information to Center for Research in Education and Social Policy (CRESP) at the University of Delaware as they do have a legitimate need for identifiable information as they will be doing the analysis for this research.
9. IDEC shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.
10. IDEC shall keep all information furnished by AGENCY in a space physically and

electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc. unless encrypted.

11. IDEC shall permit examination and on-site inspections by AGENCY upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
12. IDEC agrees that AGENCY shall not be named or otherwise identified in the study.
13. IDEC will not be held accountable for any negative actions taken by Center for Research in Education and Social Policy at the University of Delaware

#### **E. NEGLIGENCE ACTS OR OMISSIONS**

Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction. This necessarily includes IDEC's responsibility for damage resulting from its intentional or negligent release of personally identifiable student, parent, or staff data.

#### **F. TERMINATION**

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
  - a. By either party immediately in the event of a material breach of this Agreement by another party.
  - b. By either party after 30 days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the termination of the Agreement. If this Agreement is terminated by either party for material breach or for any other reason with 30 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination. If the Agreement terminates at the end of the term described in Section D, IDEC shall return or destroy all confidential information when it is no longer needed for the study. Such return or destruction shall occur within 7 days after it is no longer needed for the study.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

#### **I. GENERAL UNDERSTANDING**

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

#### **J. LIABILITY**

Each party to this Agreement shall be responsible for any liability, claim, loss, damage, or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction, pursuant to Ohio Revised Code 2743.02

#### **K. CHOICE OF LAW AND FORUM**

Any claim or action brought against Agency arising from, under or pursuant to this agreement, shall be brought forth under a court of competent jurisdiction.

Any claim or action against IDEC arising from, under or pursuant to this agreement, shall be brought in the Ohio Court of Claims pursuant to Ohio Revised Code 2743.02 and the parties expressly waive the right to bring any legal action or claims in other courts.

## **L. SIGNATURES OF THE PARTIES**

FOR

FOR THE INTERNATIONAL DATA  
EVALUATION CENTER OF THE OHIO  
STATE UNIVERSITY, DEPARTMENT OF  
TEACHING AND LEARNING, COLLEGE  
OF EDUCATION AND HUMAN ECOLOGY

APPROVED:

APPROVED:

NAME

NAME

TITLE

TITLE

DATE:

DATE:

