**DATA SHARING AGREEMENT BETWEEN**

**University of Louisiana at Lafayette, Cecil J. Picard Center for Child Development and Lifelong Learning**

**AND**

**[Insert Provider name]**

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R. 99.1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31 permit the disclosure of student information to organizations conducting studies on behalf of an educational agency in order to improve instruction, if:

* The study is conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information;
* The information is destroyed when no longer needed for the purposes for which the study was conducted; and
* The educational agency enters into a written agreement with the organization that
	+ specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;
	+ Requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement;
	+ Requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than the representatives of the organization with legitimate interests; and
	+ Requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

WHEREAS, La. R.S. 17:3914 states that a city, parish, or other local public school board may contract with a public or private entity for student and other education services, and pursuant to such contract, student information, including personally identifiable information and cumulative records, may be transferred to computers operated and maintained by the entity for such purpose.

WHEREFORE, University of Louisiana at Lafayette, Cecil J. Picard Center for Child Development and Lifelong Learning (“University”), Post Office Box 42730, Lafayette, Louisiana 70504-2730, and [insert Provider name] (“Provider”), [insert address] do enter into this Agreement subject to the following terms and conditions:

1. **Purpose of the Research**

University agrees to use any Data disclosed to it pursuant to this Agreement solely for the purpose of the Research Project(s) described below.

* [insert all purposes for which the Data will be used]
1. **Data**

Provider agrees to share the following information with University pursuant to this Agreement (the “Data”):

* [describe the Data]

Provider reserves the right to withhold any of the foregoing Data if the Provider determines, in its sole discretion, that disclosure of such Data would violate any provision of state or federal law.

University shall not use the Shared Data in any manner not permitted by appropriate governing federal and state regulations.

1. **Confidentiality**

This Agreement is entered into by University and Provider in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g), et seq. (FERPA). If information pertaining to student educational records is accessed, transferred, stored, or processed by University, University shall protect data in accordance with the Family Educational Rights and Privacy Act (FERPA). If information pertaining to protected health information is accessed, transferred, stored, or processed by University, University shall protect data in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Under no circumstances will individually-identifiable Data be shared with entities outside University unless the requesting agency is the original custodian of said Data.

University shall retain the original version of the Data at a single location and shall not make a copy or extract of the Data available to anyone except those who have a need for the Data to perform the Research Project. University shall maintain the Data, whether in hard copy or electronic form, in an area that has limited access only to University’s authorized personnel. University shall not permit removal of the Data from the limited access area. University will ensure that access to the Data maintained on computer files or databases is controlled by password protection. University shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. University shall maintain all printouts, discs, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. University shall ensure that all printouts, tabulations, and reports are edited for any possible disclosure of personally-identifiable student data or any data sets or cells of less than ten (10). University shall, under supervision of Provider, destroy the Data, including all copies, whether in electronic or hard copy form, when the Research Project is completed or this Agreement is terminated, whichever occurs first. This provision shall not be construed to restrict University’s retention of said information to the extent required by any applicable laws, regulations, rules, audit needs, or other requirements applicable to University that directly or indirectly require the retention of Data by University or as otherwise agreed between the Parties.

1. **Restrictions on Use**

University shall not use the Data for any purpose not expressly permitted in this Agreement without the prior written approval of Provider. University may publish the results, analysis, or other information developed as a result of any research based on the Data provided under this Agreement only in summary or aggregate form, so as to prevent the disclosure of any student information. University cannot publish any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information in any form whatsoever in data sets and/or cell sizes of less than ten (10) or under any circumstances which would directly or indirectly make a student’s identity easily traceable. University shall provide Provider with a copy of any document containing, incorporating, referencing, or which University has prepared in any way utilizing, any Data provided to University pursuant to this Agreement, whether in hard copy or electronic form, that University intends to publish, at least 7 business days prior to its first publication. Advance copies of such documents shall be forwarded to:

[Insert Provider contact information]

1. **Indemnification**

University shall defend, indemnify, and hold harmless Provider and any and all of Provider’s directors, officers, officials, employees, agents, contractors, and representatives against and from any and all costs, expenses, damages, injury, or loss, including reasonable attorney’s fees, to which they or any of them may be subject as a result of any negligent acts or omissions of University, it’s director, officers, employees, and agents resulting in any disclosure of Data in violation of this Agreement.

1. **Ownership**

Any records, reports, documents, materials, and/or products created or developed by University with the Data provided under this Agreement shall be the property of University. University agrees to provide Provider with a copy of final records, reports, documents, materials, and/or products created or developed by University with the Data provided under this Agreement within seven (7) business days from the date they are finalized. The Provider has the right to quote and republish material from final reports provided that the original report is properly cited.

1. **Audits**

University shall permit Provider or its authorized representatives to carry out security or audit checks pertaining to University’s security and usage of PII. University shall cooperate with Provider. Provider or its authorized representatives shall have access at all reasonable times on working days during working hours at University’s business premises to University’s employees, together with records, books, and correspondence and other papers and documentation or media of every kind in possession of University and University’s employees pertaining to this Agreement that are necessary for Provider to carry out such security and audit checks. Provider or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

1. **Right to Review**

The Provider shall be supplied with a draft copy of reports to be published for the purpose of reviewing work for possible privacy violations. The Provider will have seven days to review data to be released or request a reasonable extension prior to publication of reports.

1. **Security**

University agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Provider data or personally identifiable information received from, or created or received by University from Provider against loss of data and take measures to adequately protect against unauthorized access and malware.

University agrees to hold all Provider information in strict confidence. University shall not use or disclose information received from, or created or received by Provider on behalf of, the Provider except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the Provider.

1. **Liaison Officials**

Provider’s liaison and University’s liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement are:

Provider:

[insert name, position, contact information]

University:

[insert name, position, contact information]

1. **Data Custodian**

Mike Mayne shall be University’s “Custodian” of the Data. University shall immediately notify Provider of its designation of a new Custodian.

1. **Term of Agreement**

This Agreement shall being on [insert date] and shall terminate on [insert date]. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

1. **Termination for Convenience**

Either party may terminate this Agreement at any time by giving the other party written notice of such termination.

1. **Assignment of Agreement**

University shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of Provider.

1. **Jurisdiction, Venue, and Governing Law**

Exclusive jurisdiction and venue for any and all suits between Provider and University arising out of, or related to, this Agreement, shall be in the 15th Judicial District Court, Parish of Lafayette, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

1. **Survival**

University’s obligation under Clauses 1, 3, 4, 5, 6, and 15 shall survive expiration and/or termination of this Agreement. University’s obligation under Clauses 7 and 9 shall survive expiration and/or termination of this Agreement until University has fully complied with its obligation to destroy or return Data as set forth herein.

*THUS DONE AND SIGNED* on the date(s) shown below.

By: **UNIVERSITY OF LOUISIANA AT LAFAYETTE**

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Name: Dr. E. Joseph Savoie Date

Title: President

By: **[Insert Provider Name]**

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Name: Date

Title: