**RESEARCH DATA USE AGREEMENT**

This Agreement is made effective as of [DATE] (“Effective Date”) between **[PROVIDER NAME]**, a non-profit charter school operator, with an address at [PROVIDER ADDRESS] (“Provider”), and [RESEARCHER NAME] with an address at [RESEARCHER ADDRESS], in anticipation of Provider’s disclosure of the Data identified in Attachment A (the “Data”), for the following purpose (the “Purpose”): Research and analysis performed as described in Attachment A.

Primary Technical Contact(s) for disclosure of Data on behalf of Provider:

| 1.  | Email: |  |
| --- | --- | --- |
| 2.  | Email: |  |

Primary Technical and Authorized Contact(s) for receipt of Data on behalf of [RESEARCHER NAME]:

| 1.  | Email: |  |
| --- | --- | --- |
| 2.  | Email: |  |

This Agreement applies to Data disclosed, directly by Provider or by a third party on behalf of the Provider, between the Effective Date and [END DATE] (“End Date”), unless earlier terminated or extended by mutual written agreement. Provider agrees to cooperate with [RESEARCHER NAME] to extend its access to the Data for verifications required by publishers. Provider grants [RESEARCHER NAME] permission to receive Data as described in Attachment A from the [CITY/STATE DEPARTMENT OF EDUCATION].

In consideration of Provider making the Data available to [RESEARCHER], the parties hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms are defined as follows:
	1. **Directory Information** shall mean (a) student’s name, address, telephone listing, and date of birth; (b) parent or lawful custodian’s name, address, and telephone listing; (c) grade level classification; (d) dates of attendance, dates of enrollment, withdrawal and re-entry; (e) diploma, certificates, awards and honors received; and (f) most recent previous educational institution attended.
	2. **Disclose or Disclosure** shall mean permit access to, or to release, transfer or otherwise communicate, personally-identifiable information contained in education records to any party, by any means, including oral, written, or electronic means.
	3. **Education Record** shall mean any information or Data recorded in any medium, including but not limited to handwriting, print, film, tapes, microfilm, and microfiche, which contains information directly related to a student and which is maintained by Provider or any employee, agent, or contractor of Provider.
	4. **Personally-Identifiable** shall mean Data or a record that includes any of the following: (a) the name of a student, the student’s parent or other family member; (b) the address of the student; (c) a personal identifier, such as the student’s social security number or an assigned student number; (d) an indirect personal identifier, such as student’s date of birth, place of birth and mother’s maiden name; and (e) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person who does not have knowledge of the relevant circumstances, to identify the student with reasonable certainty.
	5. **Student** shall mean any person who is or has applied to [CHARTER SCHOOL] and for whom Provider maintains Education Records or personally-identifiable information.
2. **AUTHORITY.** Consistent with the Family Educational Rights and Privacy Act (FERPA), Provider may disclose personally-identifiable information from students’ education records to its authorized representative without written consent for the purpose of conducting studies for or on behalf of the Provider in order to develop, validate or administer predictive tests, administer student aid programs, or improve instruction. 34 C.F.R. § 99.31(a)(6).
3. **INTENDED PURPOSE AND LIMITATIONS ON USE.** To ensure that the required confidentiality of personally-identifiable information shall always be maintained, [RESEARCHER] agrees to:
	1. In all respects, comply with the provisions of FERPA. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed under Federal law or regulation or applicable state law or regulation.
	2. Use Data shared under this Agreement for no purpose other than the purpose outlined in this Agreement.
	3. Require all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the Data and information shared under the Agreement.
	4. Not disclose Data contained under the Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than the Provider, or authorized employees, contractors, and agents of [RESEARCHER]. Persons participating in the approved purpose on behalf of the Parties under this Agreement shall neither disclose or otherwise release Data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group.
	5. Maintain all Data received pursuant to the Agreement separate from all other Data files and not copy, reproduce, or transmit Data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement.
	6. Not provide any Data obtained under this Agreement to any entity or person ineligible to receive Data protected by FERPA, or prohibited from receiving Data from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iii). Provider grants [RESEARCHER] permission to share Personally-Identifiable Information with the National Student Clearinghouse (NSC), the U.S. Census Bureau, the [CITY/STATE DEPARTMENT OF EDUCATION], in furtherance of its research aims, as noted in Attachment A.
	7. Destroy all Data obtained under the Agreement and addenda to it when no longer needed for the purpose for which it was obtained. Upon termination of the Agreement and addenda to it, or publication of reports generated under this Agreement, [RESEARCHER] will return all Data files and hard copy records to the Provider and purge any copies of Data from its possession and/or computer systems in compliance with 34 CFR §§ 99.31(a)(6)(ii)(b) and 99.35(b)(2). [RESEARCHER] agrees to require all employees, students, contractors, or agents of any kind working on the project to comply with this provision. No other entity is authorized to continue research using the Data obtained under the Agreement upon the termination of the Agreement and projects described in addenda to it.
4. **CARE OF DATA.** [RESEARCHER] shall maintain Data in confidence, except that [RESEARCHER] may disclose or permit disclosure of any Data to members of the [RESEARCHER]’s officers, faculty, employees, consultants, advisors, students, post-doctoral researchers, fellows, and/or other agents who need to know such Data to fulfill the Purpose, who have been advised of the confidential nature of the Data and who agree to be bound hereby as if parties hereto; provided that [RESEARCHER] will be responsible for their performance hereof. [RESEARCHER] shall ensure that the Data are kept in a secured environment at all times and that any breach in security is reported promptly to Provider.
5. **PUBLICATIONS.** [RESEARCHER] has the right, consistent with scientific standards, to publish, present, or use the results it has gained in the course of the performance of this Agreement. Publications and reports of this Data and information related to it shall involve only aggregate Data and no personally identifiable information or other information that could lead to the identification of any student. No report of aggregate Data based on an identifiable group of students fewer than ten in number shall be released to anyone other than the Provider. Prior to publication, Provider will have a thirty-day period to review the publication for the sole purpose of ensuring that the publication does not contain any confidential student information and that the intended Purpose has been adhered to.
6. **USE OF NAMES.** Neither party shall make any press or media announcements concerning this Agreement, or use the other party’s names, trademarks, logos, or insignia, or any version, abbreviation, or representation of them, or the name of any of [RESEARCHER]’s trustees, officers, faculty members, students, employees, or agents or Provider’s officers, directors or employees, in any advertising, publicity, promotional materials or other public announcement without the prior written consent of [RESEARCHER] or Provider, respectively, which consent may be withheld in the sole discretion of the respective party.

# DISCLAIMERS.

* 1. [RESEARCHER] Disclaimer. [RESEARCHER] DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PURPOSE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF [RESEARCHER] OR THIRD PARTIES, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.
	2. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, FELLOWS, STUDENTS OR AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.
	3. Survival. THIS SECTION 7 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

#  NOTICES. Any notices to be given under this Agreement must be in writing and addressed

# to the parties at the addresses shown below or to such other address as a party may substitute by notice to the other. Notices must be sent by commercial courier, such as FedEx or DHL, via express, priority or similar service and will be deemed to have been given on the next business day following tender to the courier if the sender’s and recipient’s addresses are in same country or on the fourth business day following tender to the courier if the addresses are in different countries.

| **FOR:** | **RESEARCHER** | **FOR:** | **PROVIDER** |
| --- | --- | --- | --- |
| Name: |   | Name: |   |
| Title: |   | Title: |   |
| Organization: |   | Organization: |   |
| Address: |   | Address: |   |
| City, State, Zip: |   | City, State, Zip: |   |
| Phone: |   | Phone: |   |
| Email: |   | Email: |   |

# MISCELLANEOUS PROVISIONS

* 1. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder to a third party (an affiliate of a party is not a third party), including, without limitation by merger with a third party, without the prior written consent of the other. Any attempted assignment in violation of this Section will be void.
	2. Severability. In the event any provision of this Agreement or portion thereof is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, any enforceable portion of the provision and the remainder of this Agreement will remain in effect and the parties will request the court or arbitrator to reform the provision to a form that is valid and enforceable and reflects as closely as possible the intent of the original provision.
	3. Waiver. A party may waive one or more of another party’s obligations or its own rights under this Agreement, provided that it does so in writing. A party’s waiver shall be read narrowly to apply only to the rights or obligations described in the waiver, and the waiver may not be construed to waive any future obligation or exercise of rights.
	4. Governing Law. This Agreement will be governed by the laws of [STATE] and the federal laws of the United States of America, without regard to any applicable conflict of laws principles.
	5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, and all of which together constitute one and the same instrument.
	6. Entire Agreement/Amendment. This Agreement (1) represents the entire understanding between the parties with respect to its subject matter and (2) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, however expressed, that relate to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by all parties to this Agreement

Attachment A to follow

| **PROVIDER** | **RESEARCHER** |
| --- | --- |
| By |   | By |   |
| Name |   | Name |  |
| Title |   | Title |  |
| Date |   | Date |   |

**ATTACHMENT A**

***Project Scope***

[RESEARCHER] seeks to evaluate the impact of [STATE/DISTRICT] charter schools on short- and long-term student outcomes. Specifically, the research team will examine the effects of charter attendance on students’ test scores, high school graduation, college attendance, adult earnings, and other outcomes.

This initial data request allows [RESEARCHER] to explore the feasibility of a study in [STATE/DISTRICT]. We will examine each school’s records to explore student sample size and data availability over time.

[RESEARCHER] also requests permission to disclose student information from the provided school records to external data providers for the research, such as [DATA PROVIDERS].

The research team will also submit a separate request to these organizations to merge lottery records with their databases. Provider grants [RESEARCHER] permission to receive these records from the [CITY/STATE DEPARTMENT OF EDUCATION].

These data will allow us to explore the short- and long-term effects of charter schools on academic and behavioral, college, criminal justice, and labor market outcomes. Researchers would only disclose student identifiers necessary for matching school records to these organizations’ databases.

***Data Requested***

We request the following data for all available school years, where available:

APPLICANT INFORMATION

* Full name\*
* Date of birth
* STATE ID
* Social Security Number (if available)
* Address
* Parent/guardian name(s)
* Parent/guardian address (if different from applicant)
* Demographic information
	+ Gender/sex
	+ Race/ethnicity
	+ Free/reduced price lunch or economically disadvantaged status
	+ English learner status
	+ Special education status
	+ Homeless status

LOTTERY AND ENROLLMENT

* Lottery number\*
* Waitlist number (if different from lottery number)\*
* Offer of admission\*
* Date of admissions offer\*
* Enrollment
* Lottery priority group(s) such as sibling, staff, neighborhood preferences\*
* Grade of application\*
* Date of application
* Lottery date

Asterisks (\*) denote variables that are necessary for our study. Other variables without asterisks are helpful but not crucial to the analysis. In some cases, we may be able to use other variables to proxy for the asterisked variables.

We recognize that complete, cleaned datasets are unlikely to be available for all years, and we would be glad to accept all records as-is. If the research team cleans datasets, we will share the cleaned datasets back with the Provider.

The research team will house data on secure servers hosted and managed by [RESEARCHER] using industry-standard authentication and encryption. Only authorized researchers will have data access.

LOTTERY DOCUMENTATION:

Additionally, we hope to obtain documentation that illustrates the lottery calendar and process for each year of data available. Specifically, we hope to learn:

* How the lottery works (i.e., is it a physical lottery? Is the lottery run through a program such as SchoolMint?)?
* Was there a specific day that the lottery was held?
* How were people ordered in the lottery? What is the highest seat number offered on lottery day?
* Was there a waitlist established on lottery day (or earlier)? If so, how was the waitlist processed? What was done if a student could not be reached?
* How has the lottery calendar and process changed over time?

This information can be delivered in a written summary, through existing documents, verbally, or in a combination of formats. The research team also requests the contact information of any “lottery historians” that the team can contact to discuss the lottery process over time.

***Data Security***

The research team will house data on secure servers hosted and managed by [RESEARCHER] using industry-standard authentication and encryption. Data are encrypted in transit and at rest.

Access to the data is restricted to authorized members of the research team. Data users must be on campus or use the institution virtual private network (VPN) to access the secure server. Off-campus users log into the VPN using Duo two-factor authentication with an institution account. Firewall restrictions limit access to connections originating from campus. All researchers access data by first connecting to the institution VPN and then connecting to the server.