**DATA USE AGREEMENT FOR LIMITED DATA SETS**

**FROM EDUCATION RECORDS**

This Data Use Agreement for Limited Data Sets (the “Agreement”) is made this XX day of [Month], 2017 by and between [Enter name of institution] (“Provider”) and [Enter name of recipient institution or person] (“Recipient”).

WHEREAS, 34 CFR Part 99 (titled “Family Educational Rights and Privacy Act (FERPA)” and herein referred to as “FERPA”) allows Provider to make available for the purposes of independent research a limited data set to Recipient, provided that Recipient agrees to be bound by the terms of this Agreement; and

WHEREAS, Recipient desires for Provider to make available the limited data set as described below and agrees to be bound by the terms and conditions of this Agreement; and

WHEREAS, Provider agrees to make available such limited data set, provided that Recipient agrees to abide by the terms and conditions of this Agreement as well as applicable IRB requirements.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

A. DEFINITIONS

For the purposes of this Agreement, terms used herein shall have the same definition as set forth in the FERPA law at 34 CFR Part 99; and

Independent Researchrefers to any research not commissioned by the university solely for university purposes.

B. DATA TO BE PROVIDED BY PROVIDER

The limited data set provided pursuant to this Agreement contains data acquired from *[INVESTIGATOR - SPECIFY THE PROVIDER LOCATION AND SOURCE INFORMATION SYSTEM/REPOSITORY*]

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and related to [*INVESTIGATOR - IDENTIFY THE SPECIFIC NATURE OF THE DATA AND THE SPECIFIC DATA ELEMENTS BEING REQUESTED.*]

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Such data shall be limited to data that is the Minimum Necessary to reasonably accomplish the Authorized Purposes identified in Section (C)(1) of this Agreement.

For the purpose of this Agreement, “Minimum Necessary” is defined as that which is *“reasonably necessary to achieve the purpose of the disclosure”* and is disclosed to only *“Those persons, as appropriate, who need access to the education records to carry out their research.”*

Education records may be released without consent under FERPA provided an authorized school official (other than the investigator) with appropriate access strips the records of all personally identifiable information including:

* + - 1. Student’s name and other direct personal identifiers, such as the student’s social security number or student number.
			2. Indirect identifiers, such as the name of the student’s parent or other family members; the student’s or family’s address, and personal characteristics or other information that would make the student’s identity easily traceable; date and place of birth and mother’s maiden name.
			3. Biometric records, including one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual, including fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting.
			4. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

C. PERMITTED USES AND DISCLOSURES

1. Recipient agrees to limit the use and disclosure of the limited data set to the following purposes (“Authorized Purposes”): [*INVESTIGATOR -* SPECIFY *THE SPECIFIC PURPOSE(S) OF THE PROPOSED RESEARCH.*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The Recipient shall allow only the following individuals access to the limited data set for the Authorized Purposes and consistent with the assurances and obligations set forth in this Agreement: [*INVESTIGATOR* - *ADD LIST OF AUTHORIZED INDIVIDUALS WHO WILL HAVE ACCESS TO THE LIMITED DATA SET*]. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Recipient acknowledges that such individuals have a need to access the limited data set to carry out their duties.

D. ASSURANCES

1. Recipient shall not use or further disclose the limited data set other than as permitted by this Agreement or as otherwise required by law.

2. Recipient shall use appropriate safeguards to prevent use or disclosure of the limited data set other than as permitted by this Agreement.

3. Recipient shall report to the Provider Privacy Officer any use or disclosure of the limited data set not provided for by this Agreement of which Recipient becomes aware.

4. Recipient shall ensure that any specified agents (see C.2., above), including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to the limited data set Recipient with respect to such information.

5. Recipient shall not re-identify the information or contact the individuals for whose records are contained within the limited data set.

E. BREACH AND TERMINATION

1. In the event that this Agreement is breached by Recipient, Provider, at its sole discretion, may a) terminate this Agreement upon written notice to Recipient or b) request that Recipient, to the satisfaction of Provider, take appropriate steps to cure such breach. If Recipient fails to cure such breach to the satisfaction of Provider or in the time prescribed by Provider, Provider may terminate this Agreement upon written notice to Recipient.
2. Should this Agreement be terminated for any reason, including, but not limited to Recipient’s decision to cease use of the limited data set data, Recipient agrees to destroy or return all limited data set data provided pursuant to this Agreement (including copies or derivative versions thereof).

F. MISCELLANEOUS

1. Notices Any notice permitted or required as provided for herein shall be in writing and to the contact and address as noted below or as may be provided by either party to the other in writing from time to time.

Notice to Provider shall be to:

Provider Name:

Address:

Tel:

Email:

Notice to Recipient shall be to:

Name:

Address:

Tel:

Email:

2. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana.

**[Name of Institution] (“Provider”) [Name of Recipient] (“Recipient”)**

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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