

Data Sharing Agreement

Between

Grand Valley State University
("GVSU")

and

("Data Contributing Organization (DCO)")

1. PURPOSE AND INTENDED USE OF DATA SHARING.

The purpose of this Data Use Agreement is to facilitate access of the following information and data for research being conducted by Grand Valley State University ("GVSU"): in *evaluation of the be nice.* positive school culture program in K-12 Schools. Participation in this Data Sharing Agreement on the part of DCO entails providing the following:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | De-identified aggregate administrative disciplinary data |
| <input type="checkbox"/> | School MiPHY data |
| <input type="checkbox"/> | School climate data |
| <input type="checkbox"/> | Enable selection of students and school staff to participate in a brief interview |

Access to school facilities will be assigned to GVSU staff as specified in **Attachment A** to this Agreement and data access provided to staff after signing the documents that are **Attachments B**.

2. **PERIOD OF AGREEMENT.** The period of this Agreement shall be in effect from July 1, 2016 to September 31, 2018, or until terminated in writing by either organization.

3. DESCRIPTION OF DATA.

- Primary Data Set.** Data shared with GVSU under this Agreement shall be limited to the data elements specifically defined and authorized by DCO as listed in this Agreement or subject to the requirements of the Family Educational Rights & Privacy Act, 20 USC 1232g, as otherwise agreed to in writing by the authorized representative of DCO. The primary data set(s) to be contributed by DCO and the data fields to be contributed are listed in **Attachment C** to this Agreement.
- Other Data Sources Eligible for Linkage.** Similar data is being collected from multiple K-12 schools for this GVSU study. Data, in aggregate and de-identified, may be linked for evaluation and subsequent comparative analysis.
- Adding to the Primary Data Set.** Subject to applicable law, and provided there is mutual agreement of the Parties to this Agreement, content of the primary data set(s) may also include additional data

mutually agreed upon by **DCO** and **GVSU** to be necessary and appropriate for the proper execution of this Data Use Agreement.

4. **TIMING AND FREQUENCY OF UPDATES.** **DCO** agrees to provide the data as specified in **Attachment C** to this Agreement and provided that **DCO** receives appropriate and timely access to the required data.
5. **CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP.** Where applicable, the parties mutually agree that **DCO** will be designated as Custodian of the raw and linked data sets transmitted to **DCO** and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements at **GVSU** as specified in this Agreement to prevent unauthorized use by **GVSU**. **GVSU** is hereby informed and agrees that:
 - a. **DCO** will release data under this Agreement only upon the condition that **GVSU** will not disclose the information to any other third party or staff not approved by the **DCO** without the prior written consent of the parent or eligible student, except as otherwise stated herein.
 - b. **DCO** will release data under this Agreement only upon the condition that **GVSU** staff signs **Attachment B** acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data, and will not use the information for any purpose other than the purpose for which the disclosure was made. Further, **GVSU** agrees to fully cooperate with **DCO** in the event that a parent or eligible student requests the opportunity to review their personally identifiable information that was disclosed to **GVSU** by **DCO**.
 - c. **GVSU** agrees to notify **DCO** in the event it obtains prior written consent of the parent or eligible student or if a parent or eligible student directly requests of **GVSU** a review of their personally identifiable information. For purposes of this Agreement and its attachments, “eligible student” means and includes a student 18 years or older or an emancipated student.
 - d. **GVSU** also agrees **DCO** will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance of privacy and security.
 - e. While **DCO** will make its best efforts to facilitate the secure transmission of data to **GVSU**, **DCO** is not responsible for ensuring the internal or network security of **GVSU**.
6. **ROLES AND RESPONSIBILITIES.** **GVSU** agrees to provide appropriate staff support to execute its data stewardship, data management, and custodial responsibilities under this Agreement. **DCO** agrees to provide appropriate staff and training to execute its data stewardship, data management, and custodial responsibilities under this Agreement. Furthermore, **GVSU** and **DCO** agree that roles and responsibilities specified herein may be performed by one or more staff.
 - a. **Principal Investigator.** The Principal Investigator(s) is responsible for the day-to-day management of data released under this Agreement including tasks related to preserving the confidentiality and security of identifiable information. The Principal Investigator(s) ensures compliance with all applicable Agreements and regulatory requirements. The Principal Investigator(s) reports any compliance issue or breach to **DCO** primary contact. In addition, The Principal Investigator(s) is responsible for obtaining and maintaining all signed forms required under this Agreement and for training related to access to data covered under this Agreement. The Principal Investigator(s) requires access to limited student identifiable information. The Principal Investigator(s) reports any compliance issue or breach directly to **DCO** primary staff.
7. **PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT.** Where applicable, all data shared as part of this Agreement remains the property of the **DCO**. This Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released,

revealed, showed, sold, rented, leased, or loaned to any person or organization except as: (1) specified herein; (2) otherwise authorized in writing by the **DCO**; or (3) required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Each person not employed by **GVSU** who is authorized to receive personally identifiable information shall sign **Attachment B** acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data. Notwithstanding these exceptions, **GVSU** understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the education records it receives from **DCO** to any other party not approved by the **DCO** without the prior written consent of the parent or eligible student, and **GVSU** understands and agrees that it will not use the information for any purpose other than the purpose for which the disclosure was made. **GVSU** also agrees and understands that **DCO** shall receive written notice of any use or disclosure made with such consent.

- a. **Authorized Linkage and Data Transfers of DCO for Program and Site Management.** Access to limited identifiable student data will be restricted to a tightly controlled data stream of “need to know” users at **GVSU**, (as specified in **Attachments A and C** to this Agreement). Only **DCO** student records with a signed parental consent form will be transmitted for this purpose.
 - b. **GVSU**, and all individuals to whom **DCO** have disclosed personally identifiable information pursuant to this Agreement, shall destroy or return to **DCO** all personally identifiable information when the information is no longer needed for the purposes for which the research is being conducted, not later than two (2) months after the termination date specified in Section 2.
8. **NO WARRANTY FOR DATA OR LINKAGE QUALITY.** Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although **DCO** will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate nor as to the ultimate accuracy or utility of any data contributed under this Agreement.
9. **INDEMNIFICATION.** The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.
10. **PUBLICATION AND DISSEMINATION OF RESULTS.** **GVSU** shall provide **DCO** copies of written reports, analysis or visuals produced or derived in part from data obtained through this agreement prior to public dissemination. Only aggregate reports, analysis or visuals for publication and dissemination purposes are permitted and copies shall be submitted to **DCO**'s primary contact for the administration of this Data Use Agreement.
11. **TERMINATION AND MODIFICATION OF THIS AGREEMENT.** **GVSU** and **DCO** may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated at any time by either party with thirty (30) days' written notice. Upon termination of this Agreement, either by lapse of time or by written notice, **GVSU** will dispose of **DCO**'s data as specified by the **DCO**.
12. **SIGNATURES.** By the signatures of their duly authorized representatives below, **GVSU** and the **DCO** agree to all of the provisions of this Data Use Agreement and execute this Agreement effective with this signing for the period set forth in Section 2.

For: _____
(Data Contributing Organization)

For: Grand Valley State University

(Signature)

(Signature)

(Name)

Robert P. Smart, PHD

(Name)

(Title/Position)

Vice Provost for Research Administration

(Title/Position)

Property of GVSU Technology
Commercialization Office

ATTACHMENT A
School Access Agreement

We agree to allow Raymond J. Higbea, Ph.D. and Rosemary Cleveland, Ed.D. access to the school premises for the purpose of conducting previously agreed to interviews with an administrator(s), faculty, support staff, parents, and students for the purpose of *evaluation* of the *be nice.* positive school culture program in K-12 Schools.

Administrator signature indicates agreement with the above statement and granting permission for access to the school. Should it be required, the Principal Investigator(s) listed above will register with the appropriate office at the school before and after interviews. They will also be appropriately identified as guests in the facility.

The Principal Investigators will follow code of conduct.... **Blah, blah, blah**

For: _____
School Administrator

Rosemary Cleveland

(Signature)

(Signature)

(Name)

(Name)

Vice Provost for Research Administration

(Title Position)

(Title Position)

Raymond Higbea

(Signature)

(Signature)

Robert P. Smart, PH

(Name)

(Name)

Vice Provost for Research Administration

(Title Position)

(Title Position)

ATTACHMENT B

Standard Data Transfer, Use and Management Protocols for Identifiable and Linked Community Databases

In order to obtain a fuller understanding of the impacts of policies, programs/services, or individual factors on the well-being of the community population, it is sometimes necessary or advantageous to analyze individual-level data over time and across multiple data sources. This document describes protocols and procedures for the transfer, use, management and protection of data deposited with Grand Valley State University (GVSU) meeting one or more of the following criteria:

- Data is in the form of microdata records containing individually identifying information.
- Data is HIPAA or FERPA protected.
- Data is shared by one or more Data Contributing Organizations (“DCOs”) with the understanding and intent that records from the contributed data sets will be linked with records from other DCOs; and
- Data may include names and address-level information.

This document will act as a core component to all agreements entered into between GVSU and specific DCOs in which this type of individual-level, identifiable information is shared with GVSU and will define how individual-level data will be secured and managed.

Access to de-identified and/or limited data sets for evaluation, research and/or tracking will be guided by the Data Use Agreement with each DCO.

POLICY AND PROCEDURES FOR DATA SHARING

- 1. Principal Investigator(s) Roles and Functions in Relation to Covered Data** For any Data Use Agreements executed under the terms of this document, GVSU Principal Investigators will:
 - 1.1.** ensure compliance with all applicable agreements and regulatory requirements.
 - 1.2.** will be primarily responsible for: (1) creating and maintaining appropriate data structures for secure warehousing of Primary Data Sets; (2) facilitating secure transmission of Primary Data Sets to GVSU; (3) executing appropriate algorithms to standardize identifying data fields, de-identify Primary Data Sets; (4) developing and executing appropriate data queries from Primary Data Sets to create de-identified and/or limited data sets; (5) monitoring and maintaining the server equipment and its security and overseeing regular data backups; (6) performing deletion/destruction of covered Primary Data Sets upon termination of applicable Agreements; and (7) deleting or permanently encrypting and archiving individually identifying data elements within an active Primary Data Set once it is determined that these elements are no longer needed in “clear text” (unencrypted) format to facilitate accurate record linkage.
 - 1.3.** will serve as the primary liaison between DCO’s, additional parties included in the approved Data Use Agreement.
 - 1.4.** will be primarily responsible for translating requests for de-identified and/or limited data sets in accordance with the Data Use Agreement approved and executed by all DCOs into appropriate specifications for project execution.
 - 1.5.** will be responsible for research and evaluation design including but not limited to appropriate checks on the data, statistical anonymization procedures, and recoding of data as appropriate to promote the privacy of individuals and minimize the risk that any records from data subsets released under the terms of the approved Data Use Agreement can be re-identified in evaluation and research findings.

2. Data Acquisition and Delivery

- 2.1. GVSU will be responsible for initial definition of data sets, creation of appropriate repository database structure(s), and support for the delivery of data to GVSU.
- 2.2. From time to time during the term of the associated Data Use Agreement, DCOs will submit, in electronic form, confidential data sets to GVSU exclusively for the management and use as specified under the terms of the Data Sharing Agreement (“Primary Data Sets”). To the extent possible, Primary Data Sets will include individual identifiers for each individual who is a subject of the submitted data for the purposes of linking records across multiple Primary Data Sets. The content of individual identifiers and other data fields included will be specified in the Data Use Agreement with each DCO. The Principal Investigator(s) will receive and evaluate all data submissions provided by the Project Participants to assure compliance with the original data request and to minimize duplicate records.
- 2.3. Data will be transferred in electronic format from the DCOs to GVSU via a secure and encrypted mode of delivery. The specific protocol and mode for data transfer will be negotiated between GVSU and each particular DCO in accordance with the technical capacities and preferences of the DCO.
- 2.4. The DCOs will submit, or authorize the submission of, data as described in the Data Use Agreement. Failure on the part of DCOs to submit the requested data in the required format or time frame shall not constitute a refusal on the part of GVSU to comply with the terms of the Data Use Agreement or any related memorandum of understanding with the parties involved.

3. Data Management

- 3.1. The received data will always reside on high performance secured servers, in a specified Database system. Access to the data is restricted according to the terms of this agreement. Only the Principal Investigator(s) will have access to identifiable information. Before the data is made available beyond Principal Investigator(s), all identifiable information will be removed to the fullest extent, as required by FERPA. Personally identifiable information includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school or its community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. The Principal Investigator(s) will de-identify the data by meanings of suppressing fields and creating others, like age and a new sequential ID.
- 3.2. Matching of records will be performed by the Principal Investigator(s). Primary Data Sets will only be matched with other Primary Data Sets for which authorization for linking has been granted through appropriate Data Use Agreements.

4. Data Set Creation and Delivery

- 4.1. All creation, use, and/or transmittal of linked, de-identified and/or limited data sets created under this Agreement is subject to the specific terms of the Data Use Agreement as implemented for specific projects or analyses. Under no circumstances will any data sets subject to the terms of this document be released to any party (including use by GVSU) unless (a) the proposed use of the data set is explicitly authorized, either as part of Data Use Agreements executed by all data contributing organizations or by the execution of an approved Data Use Agreement covering the proposed analytical uses of the limited data set by all DCOs whose data is included in the data set requested; and (b) Institutional Review Board approval for the proposed study/analysis is obtained.
- 4.2. Research data sets created from linked data under this Agreement may be either (1) de-identified, with all individual identifiers removed; or (2) limited – with all individual identifiers removed except for specific fields. In either case, Principal Investigator(s) will take appropriate steps to protect data variables that might lead to the identification of individuals.
- 4.3. The Principal Investigator(s) will serve as the liaison between external parties for any request related to the creation of appropriate research data sets. The Principal Investigator(s) will generate de-identified and/or limited (when appropriate) data sets for review, further processing (if required), and transmittal to the requestor.

5. Disposition of Data at Termination of Agreement

5.1. In the event of the termination of the Data Use Agreement between GVSU and any DCO or otherwise specified in the Data Use Agreement, GVSU will (1) delete all Primary Data Sets containing individually identifying information collected from DCO in the course of providing data management, analysis and/or linking functions under the Agreement; (2) GVSU shall certify in writing within two (2) months of completion of the project that all copies of the data stored on GVSU's servers, backup servers, backup media, or other media have been permanently erased or destroyed; (3) GVSU will keep an electronic copy of any linked *de-identified* data sets created from Primary Data Sets and used for research and analyses for up to three years after completion of the project and may be kept for as long as the researcher draws on the data for reports and other publications in compliance with IRB and other regulatory requirements.

6. Confidentiality and Data Security

- 6.1. GVSU agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it.
- 6.2. **Equipment Location** The GVSU Data Servers are physically located at the DeVos Center – Pew Campus and Allendale campus, Grand Valley State University. Data servers are located in secured rooms with physical access limited to designated persons within the University. The server rooms are designed to meet various regulatory requirements to provide a secure environment for data storing, processing, transferring, and physical handling of sensitive data.
- 6.3. **Electronic Access and Security** Access to data held on the Data Servers is limited by password to designated persons and from a limited range of work stations within the Padnos College of Engineering and Computer Science. GVSU Data Servers have all ports closed to the internet. Security features include password controlled system entry, anti-virus software, and software-based firewall to regulate the inflow and outflow of server traffic. Patches to server operating system and software are applied on a regular basis.
- 6.4. GVSU provides layered security via client side applications with access restrictions based on research or evaluation needs. The database server is protected by a firewall to prevent unauthorized access from external users. The server can only be accessed from within the secure GVSU Virtual Private Network (VPN) or wire network. IP addresses restrictions further ensure that only designated IP address can access data via the client-side applications. GVSU Database enforces a password policy that includes: Up to 3 failed logins before user account is locked for 7 days or until DBA manually unlocks the account; Passwords cannot be reused within 120 days; User may have up to 2 parallel sessions running; passwords are case sensitive. Transmission of data, from GVSU to contributing institutions and vice versa is done through a Secure FTP site provided by GVSU.
- 6.5. **Internet Access.** Any transmittal of data between DCOs and GVSU over the internet must be protected using any of the following industry standard cryptographic technologies: SSL/TLS, IPSec, SSH/SCP, PGP.
- 6.6. **Data Storage.** Data must be stored in a secured data server location and access must be password-protected. No transfer or storage of unencrypted individual-level information on mobile devices or removable storage media will be allowed for any reason.
- 6.7. **Security Training.** GVSU shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

7. Disaster Recovery

- 7.1. The GVSU Data Servers shall be supported by an uninterrupted power supply that will prevent any loss of data in the event of loss of electric power.
- 7.2. Principal Investigator(s) will make regular electronic backup copies of all data and will store and maintain those backup copies remotely or as directed.

8. Regulatory Compliance

- 8.1. Compliance with Applicable Laws and Regulations.** GVSU shall comply with all applicable federal laws, state laws, and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). Protected information covered under these regulations will not be shared internally between DCOs or externally with other organization (with the exception of information contained in limited data sets released under the terms of the Data Use Agreement).
- 8.2. Integrity Audits.** DCOs shall have the right to make, via designated agents, unannounced visits to the secure area for purposes of inspecting the data server room and/or other project equipment and reviewing the security arrangements that the Principal Investigator(s) is maintaining with respect to their contributed data. Principal Investigator(s) will fully and promptly cooperate with the designated agents and will assist them in completing those inspections. Designated agents must coordinate access with GVSU.
- 8.3. Statutory Breaches.** If at any time the Principal Investigator(s) determines that there has been a breach of the security protocols, the Principal Investigator(s) shall promptly take such reasonable steps as are necessary to prevent any future similar breaches. Principal Investigator(s) will report any breaches to any affected DCOs within 24 hours of their discovery.

ATTACHMENT C

OTHER DATA CONTRIBUTING ORGANIZATIONS AND PRIMARY DATA SETS ELIGIBLE FOR LINKAGE

Pursuant to section 3b of the attached Agreement, primary data sets shared by Data Contributing Organization in the execution of this Agreement may be linked with corresponding data from the following partner organizations:

- [IF APPLICABLE, INSERT LIST OF ORGANIZATIONS FOR WHICH DATA IN THIS AGREEMENT WILL BE LINKED TO]
- ...