

# SAMPLE DATA-SHARING AGREEMENT

This document includes common Data-Sharing Agreement (DSA) elements. It is intended for demonstration purposes only. Interpretive notes and supplementary information are in *italics*.

## DATA ACCESS AND USE AGREEMENT

Between

[School District]

and

[AGENCY]

This DATA ACCESS AND USE AGREEMENT (the “Agreement”) by and between [NAME] SCHOOL DISTRICT (the “District”), and [AGENCY], is entered into effective as of \_\_\_\_\_ (the “Effective Date”).

## RECITALS

1. The District is a public school district organized under the laws of the State of Washington that provides educational instruction to students in grades K-12 in the City of \_\_\_\_\_, Washington;
2. [AGENCY] is a community-based non-profit agency whose mission is to... *(describe organizational mission)*

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

## AGREEMENT

1. **Purposes.** The purpose of this agreement is to: (1) Establish a working relationship between the District and [AGENCY]; and (2) Grant [AGENCY] access to the student information, educational records, and data (hereinafter “Education Records”) of the students it serves in order to monitor the students’ academic progress and evaluate and improve the educational programs [AGENCY] offers.
2. **Data Sharing.** To assess progress and educational practices, the District will share a number of data files and fields with [AGENCY]. The specific minimum data points to be provided are outlined in ... *(outline specific data elements in an appendix)*
3. **Period of Performance.** The period of performance of this Agreement shall commence on ... regardless of the date of execution, and be completed on ... unless terminated sooner as provided herein.
4. **Responsibilities of the District.** During the term of this Agreement, the District shall ... *(describe how and when data will be shared)*

5. **Responsibilities of [AGENCY].** During the term of this Agreement, [AGENCY] shall ... *(describe the ways that the agency will access, use, and safeguard student data)*
6. **[AGENCY]** shall not ... *(third-party sharing and other practices are typically forbidden)*

#### **AGREEMENT TERMINATION**

The District may terminate this Agreement at any time, for its own convenience, for any reason, with written notice to [AGENCY]. [AGENCY] may terminate this Agreement for any reason, with 30 days written notice to the District. Otherwise, the Agreement will end on ... *(a typical term might be one year)*

#### **CONFIDENTIALITY** *(additional legal clarifications may be included)*

1. The term “confidential information” as used in this Agreement means any and all student information provided by the District to [AGENCY] which is protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and all other similar federal and state laws. Such personal information is also exempt from mandatory disclosure by a school district under the terms of the state public disclosure laws codified at chapter 42.56 RCW.

2. To affect the transfer of data and information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, [AGENCY] agrees to the following in compliance with 34 C.F.R. Sec. 99.31 (a) (6):

... *(There are often additional clarifications of agency obligations under FERPA, including prohibitions against third-party sharing, obligations to destroy data after the agreement ends, and procedures to follow in the event of a data breach)*

#### **NOTICE**

Any notice required or permitted by the terms of the Agreement shall be sent to ...

*(School District Representative and Agency Lead contact information are typically included)*