| Collaborative Data Transfer and Use Agreement (“Agreement”) |
| --- |
| Project Title:      Effects of tutoring at X     |
| Agreement Term | Start Date: Effective date is the last date of signature on signature page |
| End Date:  |

**Terms and Conditions**

**This Agreement is binding upon the following Parties who have executed the Signature Pages:**

University/Research Partner (“A”), School District (“X”), and Tutoring Provider (“Y”)

1. Each Party shall provide the data set(s) described in its respective Signature Page (the “Data”) to the other Parties for the research purpose set forth in Attachment 1 (the “Project”). Each Party is a Providing Party when providing Data and a Receiving Party when receiving Data. Providing Party shall retain ownership of any rights it may have in its Data and does not transfer any rights in the Data to the other Parties other than as set forth herein.
2. Receiving Party shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Receiving Party’s Scientist and Receiving Party’s faculty, employees, fellows, students, and agents (“Receiving Party Personnel”) and Third Party Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, “Authorized Persons”).
3. Except as authorized under this Agreement or otherwise required by law, Receiving Party agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Providing Party. Receiving Party agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in the applicable Attachment 2.
4. The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
5. The Parties are encouraged to make publicly available the results of the Project. Before any Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the other Parties will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. The Parties contributing to each jointly authored publication will together make decisions on authorship of such publications. Authorship will be in accordance with academic and/or scholarly standards.
6. Publishing Parties agree to recognize the contribution of the Providing Parties as the source of the Data in all written, visual, or oral public disclosures concerning research using the Data, as appropriate in accordance with academic and/or scholarly standards and in any specific format that has been indicated in the applicable Providing Party’s Signature Page.
7. Receiving Party shall follow all Special Instructions included in the relevant Providing Party’s Signature Page applicable to the Data that Receiving Party receives.
8. This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are intended to survive termination or expiration of this Agreement shall survive.
	1. Any Party may terminate their involvement in this Agreement with thirty (30) days written notice to the other Parties’ Authorized Official(s) as set forth in the Signature Pages. With regards to the non-terminating Parties, this Agreement shall continue unaffected, unless mutually agreed upon between the non-terminating Parties. The terminating Party shall reasonably attempt to allow the non-terminating Parties to use the Data to complete the Project, if possible and consistent with the terminating Party’s other obligations, and shall follow the reasonable written instructions of the non-terminating Parties regarding disposition of any Data obtained by it under this Agreement. The non-terminating Parties shall follow the reasonable written instructions of the terminating Party as to disposition of the terminating Party’s Data; provided, however, that each Receiving Party may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.
	2. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement. If appropriate pursuant to applicable law, the non-breaching Party(ies) may provide the breaching Party a thirty (30) day period to cure the alleged breach. Otherwise, this Agreement shall terminate immediately upon receipt of notification from the terminating Party to the Contact for Formal Notices listed on the Signature Page for each of the other Parties. All Parties shall promptly return or destroy the Data received under this Agreement as directed by the relevant Providing Party(ies), unless such Parties have entered into a new Data Transfer and Use Agreement to permit their continued use of the Data.
9. EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED “AS IS.” PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.
10. Each Receiving Party shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or security laws and regulations by the Providing Party. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.
11. No Party shall use the other Parties’ names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.
12. Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:
13. Signature Page for each Party, including description of such Party’s Data and Disposition and Other Special Instructions
14. Attachment 1: Project Description and Public Access Requirements
15. Attachment 2: Data-specific Terms and Conditions
16. Attachment 3: Identification of Permitted Third Parties (if any)

In the event of any conflict between the obligations set forth in the applicable Attachment 2 and this Agreement, the obligations set forth in the applicable Attachment 2 shall prevail.

1. No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.
2. In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.
3. This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

***Signature of the Authorized Official of each Party appears on the Signature Page attached for such Party.***

**Signature Page**

Title of Program

**For:** District X

This Party is a: Both Provider and Recipient

**Attachment 2 type that applies to Data Provided by this Party:** Personally Identifiable Information - FERPA

**Description of Data Provided by this Party:**

X will provide Parties the relevant data outlined in Appendix A (“Data Requested”), related to student characteristics, assessments or behavior/class performance, parental information, teacher characteristics, student/teacher link, other information, and information on tutoring. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

**Disposition Instructions:**

None

**Other Special Instructions:**

None

**For:** Tutoring Provider Y

This Party is a: Both Provider and Recipient

**Attachment 2 type that applies to Data Provided by this Party:** Personally Identifiable Information - FERPA

**Description of Data Provided by this Party:**

Y will provide Parties the relevant data outlined in Appendix A (“Data Requested”), related to student characteristics, tutor characteristics, student engagements, session data, tutor-student link, and other information related to the tutoring platform. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

**Disposition Instructions:**

None

**Other Special Instructions:**

None

**For:** A

This Party is a: Recipient Only

**Attachment 2 type that applies to Data Provided by this Party:** Personally Identifiable Information - FERPA

**Description of Data Provided by this Party:**

A will receive the relevant data from Parties as outlined in Appendix A (“Data Requested”), related to student characteristics, assessments or behavior/class performance, parental information, teacher characteristics, student/teacher link, other information, and information on tutoring. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

**Signature Page for Parties continued**

Title of Program

A

Lead Researcher Name:

Lead Researcher Email:

Send Data electronically to:

 Name:

 Email:

 Address:

 Phone:

Contact Information for Formal Notices:

 Name:

 Email:

 Address:

 Phone:

The undersigned Authorized Official of A expressly represents and affirms that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this institution.

Signature:

Name:

Title:

Date:

**Signature Page for Parties continued**

Title of Program

District X

Name:

Email:

Send Data electronically to:

 Name:

 Email:

 Address:

 Phone:

Contact Information for Formal Notices:

 Name:

 Email:

 Address:

 Phone:

The undersigned Authorized Official of X expressly represents and affirms that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this institution.

Signature:

Name:

Title:

Date:

**Signature Page for Parties continued**

Title of Program

Tutoring Provider Y

Name:

Email:

Send Data electronically to:

 Name:

 Email:

 Address:

 Phone:

Contact Information for Formal Notices:

 Name:

 Email:

 Address:

 Phone:

The undersigned Authorized Official of Y expressly represents and affirms that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this institution.

Signature:

Name:

Title:

Date:

**Attachment 1**

**Project Description and Public Access Requirements**

X is partnering with an approved tutoring provider (Y) to implement tutoring with its students. The goal of each test site is to test models for efficacy and better understand barriers to effective implementation, potential for expansion and sustainability, and drivers of success.

***Scope…***

**Public Access Requirements:**

None

**Attachment 2**

**Data-specific Terms and Conditions**

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**Additional Terms and Conditions:**

1. The Data is Personally Identifiable Information, as that is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. §1232(g) and regulations at 34 C.F.R. §99.3 (collectively, “FERPA”) and is further categorized as Education Records and/or Treatment Records as those terms are defined in FERPA.
	* If checked, the Data is covered under a Certificate of Confidentiality, which must be asserted against compulsory legal demands, such as court orders and subpoenas for identifying information or characteristics of a research participant. See [https://grants.nih.gov/grants/guide/notice-files/NOT-OD- 17-109.html](https://grants.nih.gov/grants/guide/notice-files/NOT-OD-17-109.html) for further information.
2. Notwithstanding any statement herein to the contrary and pursuant to 34 CFR §99.31(a)(6), Provider represents that it has full authority to share the Data with the Recipient for the Project.
3. Unless otherwise required by law or legal process, Recipient shall not use or further disclose the Data other than as permitted by this Agreement. If Recipient believes it is required by law or legal process to use or disclose the Data, it will promptly notify Provider, to the extent allowed by law, prior to such use or disclosure and will disclose the least possible amount of Data necessary to fulfill its legal obligations.
4. In the event Recipient becomes aware of any use or disclosure of the Data not provided for by this Agreement, Recipient shall take any appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify Provider of such use or disclosure as soon as possible, but no later than 5 business days after discovery of the unauthorized use or disclosure. Recipient shall cooperate with Provider to investigate, correct, and/or mitigate such unauthorized use or disclosure. Recipient acknowledges that Provider may have an obligation to make further notifications under applicable state law and shall cooperate with the Provider to the extent necessary to enable Provider to meet all such obligations.
5. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to contact individuals who are the subjects of the Data without appropriate Institutional Review Board (IRB) approval, specific written approval from Provider, and informed consent and authorization from the individual or a waiver, if required.
6. Recipient agrees to store Data with security controls adequate to protect Personally Identifiable Information, to ensure that only Authorized Persons have access to the Data, and to maintain appropriate control over the Data at all times.
7. Pursuant to 34 CFR §99, Recipient agrees to remove and securely destroy, as directed by the Provider in Attachment 1, the Personally Identifiable Information at the earliest time at which removal and destruction can be accomplished consistent with the Project.
8. By signing this Agreement, Recipient provides assurance that its relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB review or approval that may be required prior to Recipient’s use of the Data. Upon Provider’s written request to the Recipient’s Contact for Formal Notices identified in the signature block, Recipient shall provide documentation of its IRB-Approved Protocol.

**Attachment 3**

**Identification of Permitted Third Parties (if any)**

For all purposes of this Agreement, the definition of “Third Party Personnel” “Third Party Personnel” means: None. No Third Parties are permitted on the Project.

**Appendix A**

***Data Requested (SAMPLE)***

Parties are requesting the following raw data for 2018-2019, 2019- 2020. 2020-2021, 2021-2022 school year(s):

**Student Background Information**

* Student ID
* First name, Middle name, Last name
* School
* Grade level
* Date of birth
* Gender
* Race/Ethnicity
* Multi-language learner (MLL) indicator
* LTELS indicator
* Date of MLL reclassification
* Immigrant status
* Special education status
* Economically disadvantaged indicator
* Family income
* Homeless indicator
* Foster indicator
* Birth place
* Home language

**Student Prior Achievement and School Engagement Measures (2018-19 SY; 2019-20 SY)**

* Cumulative GPA
* Quarter/Semester grades
* Final course grades
* Days enrolled
* Number of absences/Date of absences
* Discipline/Behavior (i.e., suspensions, referrals)
* Test Scores (TBD)

**Student Achievement and School Engagement Measures (2020-21 SY; 2021-22 SY)**

* Cumulative GPA
* Quarter/Semester grades
* Final course grades
* Days enrolled
* Number of absences/Date of absences
* Discipline/Behavior
* Test Scores (TBD)

**Teacher Background Information**

* Teacher ID
* Race/Ethnicity
* Gender
* Years of Experience
* Years in the District
* Number of absences/Date of absences

**Student-Teacher Link**

* Homeroom/Advisory Indicator / Teacher of Record
* Student ID linked to Teacher ID linked to Course Name and Course Number

**Tutoring Provider Data**

* Student-level engagement data
* Tutor-student session match data
* Tutor ID
* Tutor-related data

**Survey Data**

* Student Survey (Fall 2020)
* Student Survey (Spring 2021)
* Teacher Survey (Fall 2020)
* Teacher Survey (Spring 2021)
* Parent Survey (Spring 2021)

**Student Contact Information**

* Student email address
* Student mailing address

**Parent Contact Information**

* Parents’ names
* Parent mailing address
* Parent email address
* Parent phone number (and type)
* Preferred language