



Data Trust User Agreement

INSTRUCTIONS: Please submit a signed copy of this agreement, either by adding your signature electronically or by submitting an original signature of an individual authorized to sign this agreement; the agreement will be countersigned and a copy made available to you.

The Restricted Use Data Agreement requires the completion of:

1. A description of the proposed project (Section A)
2. A data protection security plan for the Restricted-Use Data (Section B)
3. A list of requested data elements (Section C)
4. A description of agency supplied terms (Section D)

This agreement shall be reviewed by a committee appointed by the Participating Agencies. If approved, the committee shall direct the disclosure of the requested information under the terms of this Agreement. If disapproved, the committee shall provide specific information about the reasons for non-approval.

Definitions:

"Contract/Project Document" The record(s) summarizing the research that will be conducted using the Restricted-Use Data and outlining related terms and conditions as applicable. At a minimum, the Contract/Project Document must specify the following: research start date, research stop date, a project name, the name of the entity conducting the research, the individual serving as Principal Project Officer and the project Sponsor.

"Restricted-Use Data" shall mean data, in de-identified form only, and specifically not including any Personally Identifiable Information, provided by a Participating Agency subject to the conditions and limitations herein.

"Personally Identifiable Information" shall mean data maintained by a Participating Agency that identifies a particular individual through name, social security number or other agency-issued identification number or through characteristics that would allow someone reasonably familiar with the individual to identify that person.

"Sponsor" shall mean the Participating Agency that has agreed to serve as the Participating Agencies' administrative contact for the conduct of the proposed project described in Section A.

Agreement:

This Agreement is between _____ [insert names of agencies signing the agreement here] (hereinafter "Participating Agencies") and _____ [insert name of Principal Project Officer's agency/entity conducting research project here], together with those additional organizations involved in the project, if any, which are further described in Section A (hereinafter "Contractor(s)"). The Sponsor shall be _____. This Agreement is associated with Contract/Project Document No. _____ and those additional contracts and project documents described in Section A (hereinafter "Contract(s)"), all of which shall be deemed incorporated and attached thereto as specified therein.

Purpose:



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Participating Agencies administer programs that involve the collection and analysis of Personally Identifiable Information. The Participating Agencies carefully safeguard the security of such personally identifiable information restricting its use to authorized personnel and purposes. Because disclosure of such Personally Identifiable Information is permitted only under strict control in accordance with federal and state laws and regulations and the Participating Agencies' policies, the Participating Agencies agree to provide Contractor(s) with such information in de-identified form only. Contractor(s) acknowledges that this Agreement does not authorize it to use Participating Agencies' Personally Identifiable Information and shall promptly return any such Personally Identifiable Information it is inadvertently provided in conjunction with a request for Restricted-Use Data.

Pursuant to the terms of Contract(s), the Contractor(s) shall conduct analysis that can only be accomplished using Restricted-Use Data and shall comply with the Participating Agencies' security requirements set out in Section B and Section D hereof for the handling of Restricted-Use Data.

The Participating Agencies shall provide to the Contractor(s) a read-only file containing Restricted-Use Data as specified below in Section C.

The Contractor(s) shall comply with the terms of this Agreement. Any data provided by the Participating Agencies shall remain the property of the Participating Agencies.

Information Subject to this Agreement:

All data files containing Restricted-Use Data provided by the Participating Agencies or on behalf of the Participating Agencies to the Contractor(s) are subject to this Agreement. All information derived from those data, and data resulting from merges, matches, or other uses of the data with other data are subject to this Agreement and are referred to in this Agreement as Restricted-Use Data.

Violations of this Agreement shall require the immediate return of the Restricted-Use Data to the Participating Agencies or, if so directed in writing by Sponsor, written verification of destruction of all Restricted-Use Data. In addition, the Contractor(s) may be barred from access to Restricted-Use Data for five years from the date of the violation pursuant to relevant provisions of federal law.

Uses of the Data:

The Contractor(s) shall only use the Restricted-Use Data in a manner and for a purpose consistent with the statistical purpose for which the data were supplied pursuant to the proposed project described in Section A and consistent with the Contract(s). A description of the proposed project is attached as Section A hereto and made part of this Agreement.

Data Disclaimer:

Although the Participating Agencies have made reasonable efforts to ensure that the data subject to this Agreement are up-to-date, accurate, complete, and comprehensive at the time of disclosure, all Restricted-Use Data is provided on an "AS-IS" basis with no warranty of any kind. The Restricted-Use



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Data reflect data as reported to the Participating Agencies by their data-submitting organizations for the reporting period indicated. Changes or updates to the data may occur after the time of disclosure and may impact data that have previously been made available. The Participating Agencies are not responsible for data that are misinterpreted or altered in any way. Derived conclusions and analyses generated from this data are not to be attributed to the Participating Agencies or their data-submitting organization(s), unless such attribution is authorized in writing.

Individuals Who May Have Access to Restricted Data:

Only individuals employed by the Contractor(s) who have an approved Affidavit of Non-disclosure in the form provided in Section E shall have access to the Restricted-Use Data. A list of the names, titles and authorization status of each of those individuals shall be made part of the description of the proposed project (Section A).

Limitations on Disclosure:

1. The Contractor(s) shall not disclose the Restricted-Use Data to any organization or to any persons other than those included in the security plan for which affidavits of non-disclosure have been completed.
2. The Contractor(s) shall not make any publication of Restricted-Use Data.
3. The Contractor(s) shall provide to the Participating Agencies all results analysis or other information developed using Restricted-Use Data made available under this Agreement. The Participating Agencies shall make such reports available to the public in accordance with state public records laws. The Contractor(s) shall provide the Participating Agencies with all published reports using findings from data provided through this Agreement in a form specified by the Participating Agencies.

Administrative Requirements:

1. The Contractor(s) shall provide a copy of this Agreement, together with the attached security plan to each employee of the Contractor(s) who will have access to Restricted-Use Data and shall require each of those employees to execute an Affidavit of Non-disclosure.
2. The Contractor(s) shall ensure that each individual who executes an Affidavit of Non-disclosure reads and understands the materials provided to her or him before executing the Affidavit.
3. The Contractor(s) shall not permit any individual specified in the security plan in Section B to have access to Restricted-Use Data until items one and two of this subsection are fulfilled for that individual.
4. The Contractor(s) shall promptly, after the execution of each affidavit, send a copy of the affidavit to the Sponsor and keep the original as part of its security procedures.
5. The Contractor(s) shall promptly notify the Participating Agencies when an individual who has been authorized to have access to Restricted-Use Data is no longer authorized to have access to those data.
6. The Contractor(s) shall notify the Participating Agencies promptly upon receipt of any legal, or other demand for disclosure of Restricted-Use Data.



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7. The Contractor(s) shall notify the Participating Agencies promptly upon discovering any breach or suspected breach of this agreement, including breach of security or any disclosure of Restricted-Use Data to unauthorized parties or agencies and provide the names of any individuals involved.
8. The Contractor(s) shall permit representatives of the Participating Agencies to make unannounced and unscheduled inspections of the Contractor(s)'s facilities to evaluate compliance with the terms of this agreement.
9. The Contractor(s) shall maintain personnel policies that subject employees to disciplinary action, including termination for actions that violate the employee's Affidavit of Non-Disclosure, or cause a violation of this Restricted Data Use Agreement.

Security Requirements:**Maintenance of, and Access to, Restricted-use Data**

1. The Contractor(s) shall retain the original version of the Restricted-Use Data supplied by Participating Agencies at a single, secure location and shall make no copy or extract of the Restricted-Use Data to anyone except those specifically authorized as above.
2. The Contractor(s) shall maintain Restricted-Use Data in a space limited to access by authorized personnel.
3. The Contractor(s) shall transport Restricted-Use Data in a secure manner by authorized personnel.
4. The Contractor(s) shall ensure that access to Restricted-Use Data maintained in computer systems is controlled by password protection. If the workstation is part of a network, access to Restricted-Use Data shall be controlled by login passwords and directory authorities.
5. The Contractor(s) shall ensure that Restricted-Use Data maintained in computer systems are not accessible via unauthorized networked computer systems.
6. The Contractor(s) shall maintain all hard copy, personal computers with Restricted-Use Data on hard disks, or other physical products containing personally identifiable information derived from Restricted-Use Data in locked cabinets, file drawers, or other secure locations when not in use.
7. The Contractor(s) shall ensure that all hard copy, tabulations, and reports are edited for any possible disclosures of Restricted-Use Data.
8. Upon receipt, Contractor(s) shall promptly review the Restricted-Use Data to determine whether any Personally Identifiable Information, including de-identified data that may be made identifiable by the existence of unusually small data sets, has been inadvertently provided by the Participating Agencies and shall periodically conduct similar reviews during the course of the proposed project. In the event that Contractor(s) determines that Personally Identifiable Information has been provided Contractor(s) shall promptly alert all Participating Agencies and return the affected Restricted-Use



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Data as directed by the Participating Agencies. Contractor(s)'s failure to determine that the Restricted-Use Data includes Personally Identifiable Information when it knows or should know that is the case shall be considered a violation of this Agreement.

Retention and Disposition of Data

The Contractor(s) shall destroy all media containing Restricted-Use Data provided by the Participating Agencies under this agreement when the analysis that is the subject of this agreement has been completed or this agreement terminates, whichever occurs first. This includes all physical or electronic files containing data obtained from the Commonwealth of the Northern Mariana Islands Longitudinal Data System (eMPowerED) or otherwise. Upon request from any of the Participating Agencies, the Contractor(s) shall certify that such destruction has occurred.

Compliance with Established Security Procedures

The Contractor(s) shall comply with the Data Protection Plan in Section B and made part of this Agreement.

Processing of this Memorandum of Agreement

- A. This Agreement shall be for the period _____ until _____
- B. This Agreement may be amended, extended or terminated by mutual written, signed, agreements between the parties. The Participating Agencies hereby authorize the Sponsor to approve or deny, on their behalf, modifications to this agreement which clarify and update the research project, provided that the clarification or update does not alter the original research project in any substantive way. If a Participating Agency desires to amend this agreement by adding additional data elements not originally proposed, the Participating Agencies hereby authorize the agency whose data elements would be added to modify this agreement to add only such data elements, and not any other Participating Agency's data elements. The undersigned Contractor(s), by its signature below, authorizes _____ [insert name], as Contractor's Principal Project Officer for the Contractor(s) on _____ this project, to sign, on its behalf, amendments 1) adding or subtracting team members on Contractor(s)'s team. 2) adding data elements to be accessed pursuant to this Agreement; and 3) modifying and updating Contractor's responses to section A of this Agreement, Description of the Proposed Project ; provided, however, that any such modifications and updates do not alter the original research project in any material way.
- C. Each Participating Agency or the Participating Agencies collectively may unilaterally terminate this Agreement for any breach or suspected breach of this Agreement by the Contractor(s) or agents of the Contractor(s).



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Signatures

Each party to this Agreement certify, by his/her signature, that:

1. The organization has the authority to undertake the commitments in this Agreement;
2. The signee below has the authority to bind the organization to the provisions of this Agreement.
On behalf of:

Contractor Organization for Principal Project Officer:

_____ Date: _____

By: [insert name of person signing document here]

Title: _____

See attached Contractor Signature Page for signature for any additional Contractor Organizations

The Participating Agencies:

_____ Date: _____

[first agency name]

By: [authorized signer name, title]

repeat for each agency on RUDA



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Section A: Description of the Proposed Project

Restricted-Use Data is provided through a Restricted-Use Data Agreement limiting access only to specific organizations and specific personnel for specific purposes under specific security conditions. This section shall become part of the Agreement and will provide a description of how the Restricted-Use Data will be used.

Principal Project Officer’s Organization: _____

Name of the Principal Project Officer: _____

Title of the Project: _____

Statement of the Problem:

1. State the purpose of the project.

2. Explain the project (explain its importance and describe the intended use of the findings).

3. Why are restricted-use data required?

4. How does this research purpose align with your organization’s research goals and how will your findings help to achieve those goals?

Use and Users of Results:

The Contractor(s) will ensure access to the Restricted-Use Data will be limited to the personnel specified in this Agreement, which does not include access to records with Personally Identifiable Information. The Contractor(s) are responsible for maintaining a list of authorized personnel who have access to the data.

1. Provide the names and positions for all individuals working for such organizations, who will have access to the restricted-use data?

2. Provide the legal names of all organizations involved in the project; their entity type (e.g., sole proprietor, incorporation, LLC, etc.); and their respective contract or project document numbers. In addition, discuss the expected uses and users of the results of the project including expected publications.



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Section B: Data Protection Plan for Restricted-Use Data**System Identification**

Provide a brief description of the computer system and software that will be used to run the restricted-use data. Examples are provided below. A logical system diagram is required for all networked installations. Organizations are encouraged to attach additional documentation of their security policies and procedures.

example Standalone Computer.

The Restricted-Use Data (CD-ROM format) will be run at the licensed site on a standalone PC (a Pentium system running Windows XP). A modem is attached to the PC, but the software will not be enabled when the restricted-use data is on the machine. The restricted-use data is removed from the system each day after use and any residual data are purged by write-over software.

example Standalone LAN.

The LAN consists of a NetWare operating system, running on a Pentium server. The system supports four workstations and a printer. There is no external connectivity to this system. SAS software is used to analyze the restricted-use data. There is no other sensitive data on the system.

example Safe Workgroup within a LAN.

The LAN/WAN consists of NetWare running on a super-server with six additional servers--one communications server, one database server (for Restricted-Use Data), and four print servers. The system supports 200 users within the Participating Agencies. The restricted-use SAFE WORKGROUP is physically and logically configured to meet all requirements cited in the Security Procedures. Additionally, the SAFE WORK GROUP dedicated server is configured to run "packet signature", a digital signature feature that prevents packet forgery.



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Section C: List of Requested Data Elements

The following is a list of data elements requested from each agency:

Commonwealth of the Northern Mariana Islands Public School System	
View Name	Column Name



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Section D: Agency Supplied Terms

Restricted-use data is provided through a Data Access Use Policy limiting access only to specific organizations and specific personnel for specific purposes under specific security conditions. This section shall become part of the Agreement and provides the additional terms below:



I understand that a violation of these terms may subject my employer to liability for breach of contract and may subject me to disciplinary action by my employer. Furthermore, I understand that I may be held personally liable for any violation.



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Section E: AFFIDAVIT OF NON-DISCLOSURE

Name: _____

Date: _____

Organization: _____

Job Title: _____

I, _____, do solemnly swear that when given access to PARTICIPATING AGENCIES' Restricted-Use Data, which is not intended to include any Personally Identifiable Information of the subjects thereof, I shall not:

- Use any Restricted-Use Data furnished, acquired, retrieved or assembled for any purpose other than the statistical project specified in the attached Restricted-Use Data Agreement, which I have read and understand, including Section F if unemployment compensation information is involved,.
- Make any disclosure or publication whereby any individual could be identified or the data furnished or related to any particular person.
- Permit anyone to examine individual records or files other than the individuals authorized in the Restricted-Use Data Agreement.
- Store any restricted-use data on any portable electronic computing device or other electronically retrievable sources.

In addition, I will notify my employer immediately should I know or have reason to know that the Restricted-Use Data includes Personally Identifiable Information. I understand that a violation of these terms may subject my employer to liability for breach of contract and may subject me to disciplinary action by my employer. Furthermore, I understand that I may be held personally liable for any violation.

[signature of affiant]

[address of affiant, line 1]

[printed name of affiant]

[address of affiant, line 2]

Subscribed and sworn to before me, this _____ day of _____ [month], 20____.

[Notary Seal:]

[signature of Notary]

[printed name of Notary]

NOTARY PUBLIC: My commission expires: _____, 20____.