

External Data Access Confidentiality Agreement

CEE Data Request and Sharing Confidentiality, Academic Integrity, and Non-Disclosure Agreement

WHEREAS, the Center for Educational Effectiveness (CEE) agrees to furnish _____ (the "Recipient") located at _____, with certain Confidential/ Proprietary Information (defined below).

WHEREAS, the Recipient agrees to review, examine, inspect, or use such Confidential/Proprietary Information only for the purposes described below, and to otherwise hold such information confidential pursuant to the terms of this Agreement; IT IS AGREED, that the CEE will furnish to the Recipient the Confidential Information on the following conditions:

- (1) The CEE agrees to provide to the Recipient, confidential, proprietary information pertaining to and consisting of: _____ ("Confidential/ Proprietary Information").
- (2) The Recipient is specifically permitted to Use the Confidential/Proprietary Information for the purpose(s) of and expected completion date: _____ ("Permitted Use").
- (3) With regard to the handling of the Confidential/Proprietary Information, the Recipient shall:
 - (a) Hold it in trust and confidence, using appropriate safeguards against unpermitted use or disclosure;
 - (b) Not use, distribute, or archive it beyond the Permitted Use;
 - (c) Not disclose it to any third party unless they agree to execute and be bound by the terms of this Agreement and prior written consent has been obtained from the CEE;
 - (d) Not use the Confidential Information in any way that would identify individuals or individual programs, and when reporting or presenting data agree to not report data with an "n" of less than five for sensitive data, which could potentially identify a respondent or program;
 - (e) Immediately notify the CEE of any breach of this Agreement or unauthorized access or disclosure of the Confidential Information;
 - (f) Employ further safeguards by utilizing password-protected directories, encrypting files, and taking the following additional precautions against unpermitted use or disclosure;
 - (g) Prior to release of data from the CEE, obtain appropriate Institutional Review Board (IRB)/Human Subjects Review Board (HSRB) approval and adhere to approved protocols.
- (4) At the conclusion of data analysis and reporting, publication, or presentation, or upon request from the CEE, the Recipient shall return to the CEE all Confidential/Proprietary Information obtained by the Recipient, unless otherwise allowed as part of the Permitted Use. No copies may be made of provided information. In the case of electronic data provided to the Recipient, the Recipient will also permanently delete data from all storage devices.

(5) Author(s) and third-party data analyst(s) are responsible to ensure that any scholarly output (e.g., scholarly papers published in scientific journals, conference presentations) provides adequate detail regarding the data analysis and methodology. Additionally, they agree to report findings that are true, without falsifying, omitting negative or undesirable results, distorting, or exaggerating results. Lastly, author(s) and third-party data analyst(s) ensure that they will not plagiarize and that all references will be cited properly.

(6) For any presentation or publication of the research resulting from this data, the investigator/Recipient will report the following:

- a. "These data were provided by the Center for Educational Effectiveness. Provision of these data does not necessarily constitute an endorsement of the findings of this research report [presentation] by the CEE."
- b. A reference to the survey name and date administered.

(7) This Agreement shall remain in force either until the CEE has acknowledged that it has disclosed the Confidential Information to the public at large in the course of doing business, or until it rescinds this Agreement.

(8) This Agreement, and its validity and construction, shall be governed by the laws of the State of Washington, which shall be the forum for any claims or enforcement hereunder. AGREED AND ACCEPTED BY: On Behalf of the CEE: On Behalf of the Recipient:

The Center for Educational Effectiveness

Recipient

Signature

Signature

Name

Name

Title

Title

Date

Date