

Appendix C

Confidentiality

CONFIDENTIALITY AGREEMENT
2004 National Study of Faculty and Students
(RTI Under Contract No. ED-02-CO-0011)

Safeguards for Individuals Against Invasion of Privacy: In accordance with the Privacy Act of 1974 (5 United States Code 552a), the Education Sciences Reform Act of 2002 (Public Law 107-279), the Federal Statistical Confidentiality Order of 1997, the E-Government Act of 2002 (Public Law 107-347), the Computer Security Act of 1987, the National Center for Education Statistics' (NCES') Restricted Use Data Procedures Manual, and NCES' Standards and Policies, RTI International (RTI) and all its subcontractors are required to comply with the applicable provisions of the legislation, regulations, and guidelines and to undertake all necessary safeguards for individuals against invasions of privacy.

To provide this assurance and these safeguards in performance of work on this project, all staff, consultants, and agents of RTI, and its subcontractors who have any access to study data, shall be bound by the following assurance.

Assurance of Confidentiality

1. In accordance with all applicable legislation, regulations, and guidelines, RTI assures all respondents that the confidentiality of their responses to all information requests will be maintained by RTI and NCES, and that no information obtained in the course of this activity may be disclosed in a manner in which the individual is identifiable, unless the individual has consented to such disclosure, to anyone other than authorized staff, consultants, agents, or representatives of RTI, its subcontractors, and NCES.
2. The following safeguards will be implemented to assure that confidentiality is protected by all employees, consultants, agents, and representatives of RTI and all subcontractors and that physical security of the records is provided:
 - a. All staff with access to data will take an oath of nondisclosure and sign an affidavit to that effect.
 - b. At each site where these items are processed or maintained, all confidential records that will permit identification of individuals shall be kept in a safe, locked room when not in use or personally attended by project staff.
 - c. When confidential records are not locked, admittance to the room or area in which they reside shall be restricted to staff sworn to confidentiality on this project.
 - d. All electronic data shall be maintained in secure and protected data files, and personally identifying information shall be maintained on separate files from statistical data collected under this contract.
 - e. All data files on network or multiuser systems shall be under strict control of a database manager with access restricted to project staff sworn to confidentiality, and then only on a need-to-know basis.
 - f. All data files on single-user computers shall be password protected and all such machines will be locked and maintained in a locked room when not attended by project staff sworn to confidentiality.
 - g. External electronically stored data files (e.g., tapes on diskettes) shall be maintained in a locked storage device in a locked room when not attended by project staff sworn to confidentiality.
 - h. Any data released to the general public shall be appropriately masked or perturbed such that linkages to individually identifying information are not possible and individual identification cannot be disclosed.
 - i. Data or copies of data may not leave the authorized site for any reason.
3. Staff, consultants, agents, or RTI and all its subcontractors will take all necessary steps to ensure that the letter and intent of all applicable legislation, regulations, and guidelines are enforced at all times through appropriate qualifications standards for all personnel working on this project and through adequate training and periodic follow-up procedures.

By my signature affixed below, I hereby swear and affirm that I have carefully read this statement and fully understand the statement as well as legislative and regulatory assurances that pertain to the confidential nature of all records to be handled in regard to this project, and will adhere to all safeguards that have been developed to provide such confidentiality. As an employee, consultant, agent, or representative of RTI or one of its subcontractors, consultants, agents, or representatives, I understand that I am prohibited by law from disclosing any such confidential information to anyone other than staff, consultant, agents, or representatives of RTI, its subcontractors, or agents, and NCES. I understand that any willful and knowing individual disclosure or allowance of disclosure in violation of the applicable legislation, regulations, and guidelines is punishable by law and would subject the violator to possible fine or imprisonment.

_____	_____	____/____/____
(Signature)	(RTI Employee ID Number)	(Date)
_____	_____	____/____/____
(Supervisor's Signature)	(RTI Employee ID Number)	(Date)

AFFIDAVIT OF NONDISCLOSURE

2004 National Study of Faculty and Students
(RTI Under Contract No. E02-CO-0011)

(Name)

(Job Title)

(Date of Assignment to NSoFaS:04 Project)

RTI International

(Organization, State, or Local Agency or Instrumentality)

P.O. Box 12194, Research Triangle Park, NC 27709

(Address)

I, _____, do solemnly swear (or affirm) that when given access to any 2004 National Study of Faculty and Students project-related data bases or files containing individually identifiable information, I will not:

- (i) use or reveal any individually identifiable information furnished, acquired, retrieved or assembled by me or others, under the provisions of Section 183 of the Education Sciences Reform Act of 2002 (PL 107-279) and Title V, subtitle A of the E-Government Act of 2002 (PL 107-347) for any purpose other than statistical purposes specified in the NCES survey, project or contract;
- (ii) make any disclosure or publication whereby a sample unit or survey respondent could be identified or the data furnished by or related to any particular person under this section could be identified; or
- (iii) permit anyone other than the individuals authorized by the Commissioner of the National Center for Education Statistics to examine the individual reports.

(Signature)

(The penalty for unlawful disclosure is a fine of not more than \$250,000 [under 18 U.S.C. 3571] or imprisonment for not more than 5 years [under 18 U.S.C. 3559], or both. The word "swear" should be stricken out wherever it appears when a person elects to affirm the affidavit rather than to swear to it.)

State of _____

County of _____

Subscribed and sworn/affirmed before me, _____ a Notary Public in and for
_____ County, State of _____, on this date, _____.

Notary Public

My commission expires: _____