EXHIBIT H: CONFIDENTIALITY FORMS

ASPEN Associates Employee Confidentiality Pledge

ASPEN Associates Research Staff Confidentiality Pledge

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CONFIDENTIALITY PLEDGE CONFIDENTIAL AND PROPRIETARY INFORMATION (EMPLOYEES)

I understand that in the course of my employment with ASPEN Associates, Inc., I may obtain access to certain kinds of confidential and/or proprietary information that if disclosed to persons outside ASPEN Associates could be detrimental to interests of the organization. I agree that I will not reveal such information, regardless of how or where I acquired it, to any person unless such person has been authorized by ASPEN Associates to have access to the information. I further agree that upon leaving the employ of ASPEN Associates, I will not take with me any such information.

The kinds of confidential and/or proprietary information covered by this agreement are:

- Proprietary information concerning ASPEN Associates' financial, business, and administrative practices including: proposals; project budgets; internal procedures manuals (e.g., report coordination and data management) and internal memos regarding personnel practices and policies.
- Confidential written materials of any kind including: field notes, site memos, meeting notes, and documents containing sensitive information that if disclosed would prove embarrassing or offensive to others (for instance, editorializing about outsiders' work or reputations).
- 3. Funder-related documents.
- Technical information including: data dictionaries; database structures; computer systems and programs (e.g. programs to convert source data to analysis files); encryption programs; programs to assess data quality and file integrity; random assignment

programs; programs used in cost/benefit analysis, IT systems; programs used to generate research findings; and higher level programs and procedures such as script and program generators and function libraries.

5. Information from databases including; source data and analysis files (administrative record, survey, participation, and baseline data).

I further understand that this agreement shall continue to bind me even after my employment with ASPEN Associates has terminated, and that unauthorized use or disclosure of any confidential and/or proprietary information is a breach of the terms of my employment with ASPEN Associates and may subject me to court actions by any interested party or to other sanctions by ASPEN Associates.

Nothing herein shall be construed to prevent divulgence of information to any court or governmental agency, if such divulgence is required by law; but if I am subpoenaed, or if I have reason to believe that I may be called upon to make such divulgence, I agree promptly to notify ASPEN Associates in writing and, upon their request, to cooperate in all lawful efforts to resist such divulgence.

Signature:	
Name: (Print):	
Date:	
Location: _	

SUCCESS IN SIGHT STUDY RESEARCH CONFIDENTIALITY AGREEMENT

All participants in the *Success in Sight* Study are guaranteed confidentiality <u>as noted in every data</u> <u>collection document:</u>

"Responses to this data collection will be used only for statistical purposes. The reports prepared for this study will summarize findings across the sample and will not associate responses with a specific district, school, or individual. We will not provide information that identifies you, your school or district to anyone outside the research team, except as required by law."

<u>As such, all</u>. <u>All</u> ASPEN Associates, Inc. staff, subcontractors, and consultants working with the project must agree to the following:

- I will not reveal the name, address, telephone number or any other identifying information of any study participant (or family member of a participant or any other informant) to any person other than a member of the ASPEN Associates staff or someone directly connected to the study in which the individual is participating who is authorized to receive this information.
- I will not reveal the contents or substance of the responses of any identifiable respondent or informant to any person other than an authorized member of the staff directly connected to the study in which the respondent is participating, except in a form and for a purpose authorized by the Project Director or authorized designate.
- I will not contact any *Success in Sight* Study participant (or family member, employer, other person connected to the participant or informant) except as authorized as a member of the staff directly connected to the project in which the individual is participating.
- I will not release a dataset (including for unrestricted public use or for other, unrestricted uses) except in accordance with policies and procedures established by established by ASPEN Associates, Inc.

If you agree to comply with the regulations set forth in this memo, please sign the certification <u>on the</u> <u>following pagebelow</u>.

I certify that I have read the above explanation of the confidentiality agreement set forth in this agreement and will comply with the above agreement.

Signature: _____

Name: (Print):_____

Date:_____