

Final Agreement Form (State MOU)

Memorandum of Understanding

By and Between the <State Department of Education> and _____

This agreement is entered into by the <State Department of Education (“DOE”)> and _____ (“Researcher”) for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 (“FERPA”). The information will be used by researchers at _____ to conduct evaluative studies designed to improve instruction for children in the state of <name of state>. Topics of these studies will include: _____. In order to complete these studies and in order to have a positive impact on the instruction of children, the Researcher requires the use of student data from the <DOE>.

The Family Educational Rights and Privacy Acts Statute (FERPA) describes circumstances under which State Educational Agencies (SEAs) are authorized to release data from an education record. This information can be disclosed to organizations conducting studies on behalf of SEAs, provided that Federal, State or local law authorizes the evaluation in question.

1. PARTIES. The <DOE> is an SEA that is authorized to receive information from local educational agencies (“LEAs”) subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on behalf of <DOE> for the purpose of improving instruction in <state name> public schools in accordance with the Scope of Work Agreement attached hereto as Appendix A. The parties wish to share data collected by the <DOE> regarding education in <state name>, none of which will allow the identification of individual students.
2. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, Researcher agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this agreement for no purpose other than research authorized under Section 99.31(a)(3)(iv) or 99.31(a)(6) of Title 34 of the Code of Federal Regulations. Researcher further agrees not to share data received under this MOU with any other entity without the <DOE’s> approval. Researcher agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this agreement and any relevant records of Researcher for purposes of completing authorized audits of the parties. Researcher shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. <DOE> shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. In the event that the audit

exception results from the act or omissions of both parties, the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.

3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Researcher agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing Researcher's work authorized under this Agreement.

4. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Researcher to any other institution or entity.

5. Not to disclose any data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by this agreement, nor attempt to infer or deduce the identity of any student or teacher based on data provided by <DOE>, nor claim to have identified or deduced the identity of any student based on data provided by <DOE>.

6. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity.

7. Provide to the <DOE> a list of specific research studies, updated annually, for which the data are being used, and to notify the <DOE> in advance of any new project or research question researcher proposes to address. This list of research studies will identify linkages of all data possessed by researcher under this agreement and covered by FERPA to specific research studies. Further, it will include the fixed ending date for use of all data linked to each project.

8. Provide to the <DOE> any materials designed for public dissemination, based in whole or in part on data obtained under this agreement, at least ten days prior to public release.

9. Destroy all data obtained under this agreement, within the time frame established in Appendix A, Section II, when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to the <DOE> in compliance with 34 CFR Section 99.35(b)(2). Researcher agrees to require all employees, contractors, or agents of any kind to comply with this provision.

3. DATA REQUESTS.

1. The <DOE> may decline to comply with a request if it determines that providing the data in the manner requested would violate FERPA and/or would not be in the best interest of current or former students in <state name> public schools. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted by post, electronic mail or facsimile.
2. Researcher agrees that <DOE> makes no warranty concerning the accuracy of the student data provided.

4. **AUTHORIZED REPRESENTATIVE.** Researcher shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction data as required by this agreement. The <DOE> or its agents may upon request review the records required to be kept under this section.

RELATED PARTIES. Researcher represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way by Researcher. This Agreement takes effect only upon acceptance by an authorized representative of <DOE>, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with Researcher.

TERM. This agreement takes effect upon signature by the authorized representative of each party and will remain in effect until <DATE>. The parties further understand that the <DOE> may cancel this agreement at any time for reasonable cause, upon thirty-day written notice. Notice of such cancellation shall be sent or otherwise delivered to the persons signing this agreement. The <DOE> specifically reserves the right to immediately cancel this agreement upon discovery of non-compliance with any applicable federal or state laws, rules or regulations. Further, the <DOE> specifically reserves the right to immediately cancel this agreement should the <DOE>, in its sole discretion, determine that student information has been released in a manner inconsistent with this agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the <DOE>. In the event of immediate cancellation, a notice specifying the reasons for cancellation shall be sent as soon as possible after the cancellation to the persons signing the agreement.

5. **BREACH AND DEFAULT.** Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

6. AMENDMENT. This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the parties to this agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

7. ASSIGNMENT OF RIGHTS. Neither this agreement, nor any rights, duties, or obligations described herein shall be assigned by Researcher without the prior express written consent of <DOE>.

8. ENTIRETY OF AGREEMENT. All terms and conditions of this agreement are embodied herein and in the Scope of Work Agreement attached hereto as Appendix A. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

Entered into by

Date

Authorized DOE Representative

Date

Chief Research Officer

Date

[Signature]

[Printed Name and Title]

[Name of Organization]



Per the policies and procedures required by the Education Sciences Reform Act of 2002, Title I, Part E, Section 183, 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 or individual. Any willful disclosure of such information for nonstatistical purposes, except as required by law, is a class E felony.