



AGREEMENT

CONFIDENTIALITY AND USE AGREEMENT REGARDING THE RELEASE OF DATA FOR THE PURPOSE OF CONDUCTING RESEARCH ON BEHALF OF SAINT MARY'S COLLEGE OF CALIFORNIA

_____ (“Researcher”) and Saint Mary’s College of California, a nonprofit public benefit corporation with its principal place of business located at 1928 St. Mary’s Road, Moraga, CA 94575 (“SAINT MARY’S”) agree as follows:

1. SAINT MARY’S hereby agrees to release to Researcher data for conducting the research described in condition #2 below, pursuant to the terms and conditions of this Confidentiality Agreement.

2. Researcher will use the data for research purposes only. Research conducted with these data is restricted solely to the project specified immediately below:

_____, a research proposal (ATTACHED) approved by Margaret Kasimatis, Provost and Senior Vice President for Academic Affairs on _____.

3. Researcher agrees that, at least 30 days prior to publishing, circulating, or otherwise disseminating research based on the data provided pursuant to this agreement, she will submit to SAINT MARY’S any materials intended for such dissemination along with a thorough accounting of how the results of said research were derived. Such materials include, but are not limited to, preliminary or final drafts of research papers or presentations. Researcher may provide such materials only to Margaret Kasimatis, Provost and Senior Vice President for Academic Affairs or her designated agent.

4. Researcher agrees to hold the data in strict confidence under the terms of this Agreement. Researcher agrees not to release data it receives from SAINT MARY’S to any other person or organization. **Researcher agrees that any research associate working with these data must be closely supervised, and will not have access to the data prior to signing a copy of this Agreement.** Any violation of this paragraph or other requirements in this Confidentiality Agreement will result in the termination of this Agreement and applicable penalties. In the event of such a termination, SAINT MARY’S will demand the destruction or return within three (3) working days of all data supplied to Researcher pursuant to this Agreement, and all of the data derived therefrom.

5. Researcher shall retain data furnished by SAINT MARY’S in a place physically secure from access by unauthorized persons. Data in electronic format – including but not limited to hard drives, CDs, magnetic tape, or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal, or other means. Researcher agrees that any computer on which the data reside will be password protected at all times and that data encryption will be used in the storage and transmission of any such data.

6. No individual shall be identifiable in any reports, publications, or other documents that are created by Researcher with the use of the data provided by SAINT MARY'S. Results for groups of individuals will only be reported when the number of individuals (i.e., the "cell size") is ten or greater and in such a manner that results for groups of less than ten individuals cannot be easily calculated from other reported data.

7. Researcher shall have one year from the date of this Agreement to work with the data provided by SAINT MARY'S, at which point the authorization to use the data shall expire. Notwithstanding the expiration of authorization to use the data, Researcher's obligations to maintain the confidentiality of the data shall continue. This Agreement may be extended by mutual written agreement of the parties in the event that Researcher requires more time to complete the above referenced project. In the event that more time is requested, Researcher must make such request in writing and detail the reason for the extension. In addition, Researcher agrees to destroy or return the data when no longer needed for purposes specified in this Confidentiality Agreement, at which point this Agreement shall terminate. All provisions of this Agreement related to confidentiality shall continue in effect after the termination or expiration of this Agreement. Researcher shall retain no copies of the data after the termination or expiration of this Agreement.

8. Researcher shall adhere to all Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of data provided by SAINT MARY'S including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the California Information Practices Act (California Civil Code Section 1798 et seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

9. Pursuant to FERPA, personally identifiable information from student records may not ordinarily be disclosed without the student's consent, except as provided in Title 34, Code of Federal Regulations 99.31. Notwithstanding this provision, the intent of SAINT MARY'S pursuant to this agreement is not to disclose information commonly used to identify individuals, including name, social security number, student identification number(s), and date of birth. In the event that Researcher discovers that data provided by SAINT MARY'S do in fact contain such common identifying information, said data shall be destroyed or returned to SAINT MARY'S by Researcher immediately upon its discovery. SAINT MARY'S acknowledges that other information contained in the data may constitute personally identifiable information, and is releasing said data to Researcher in accordance with provisions permitting disclosure for purposes of research conducted on behalf of the institution. (See 34 CFR 99.31(a)(6)(i) and the California Civil Code). Researcher agrees that no attempt will be made to use these data to determine or reveal the identity of individual students. Researcher agrees that no data will be released which would make an individual's identity traceable.

10. Researcher shall indemnify, defend, and hold harmless SAINT MARY'S, its trustees, regents, officers and employees against any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs) which may arise in connection with: (i) any claim or action against SAINT MARY'S with respect to the unauthorized release and use of the data outside the terms and conditions of this Agreement; and (ii) a breach of any of the covenants

and agreements made by Researcher herein. This provision shall survive the termination or expiration of this Agreement.

11. Any violation of the terms, conditions, or other requirements in this Confidentiality Agreement will result in the termination of this Agreement and the imposition of penalties on the Researcher, as appropriate. Researcher agrees that such penalties may include: (i) liability for any and all costs incurred by SAINT MARY'S remedying the unauthorized dissemination of data or research results or any other violation of this agreement, (ii) prohibition from publication or other dissemination of any results based on data provided pursuant to this Agreement, (iii) disqualification from further data releases to the Researcher for a period of at least five years, and (iv) any other remedies permitted by law. In the event that this agreement is terminated because of a violation of its terms, conditions, or other requirements, SAINT MARY'S will demand the destruction or return within three (3) working days of all data supplied to Researcher pursuant to this Agreement, and all of the data derived therefrom. This provision shall survive the termination or expiration of this Agreement.

12. SAINT MARY'S retains all rights to and ownership of any and all data provided to Researcher pursuant to this Agreement. SAINT MARY'S retains all right, title, and interest in and to these data, and all copies thereof. SAINT MARY'S permits publication of analyses derived from these data, provided that any publication conforms with all terms and conditions of this agreement, including limitations on use and confidentiality provisions.

In witness whereof the parties have executed this Agreement by their respective proper signing authorities duly authorized in that behalf.

RESEARCHER:

Signature _____

Printed Name _____

Title _____

Date _____

Custodian of Records for Released Data:

Signature _____

Printed Name _____

Title _____

Date _____

APPROVED FOR SAINT MARY'S:

Signature _____

Printed Name: Margaret Kasimatis

Title: Provost & Senior Vice President for Academic

Affairs

Date _____