

**RESEARCH AND DATA SECURITY AGREEMENT
BETWEEN SCHOOL/SCHOOL DISTRICT AND THE OREGON STUDENT ACCESS COMMISSION**

This agreement is between _____, hereby referred to as "School" or as "District," as appropriate, and the Oregon Student Access Commission, hereby referred to as "OSAC," collectively referred to as "the Parties."

Introduction

RECITALS

- A. The School/District desires that OSAC render certain research services more fully described herein;
- B. OSAC has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the School/District;
- C. OSAC desires that students be counseled to complete their educational and higher education financial assistance pursuits; and
- D. the School/District has demonstrated expertise in providing such financial aid counseling and is ideally situated in relation to its students to provide such counseling services to those students attending schools within the School/District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. **Term of Agreement:** This Agreement is for a term commencing on the Effective Date and shall terminate upon either party sending notice to the other pursuant to the notice provision below.
- 3. **Scope of Services:** OSAC agrees to provide the research services to the School/District set forth in Exhibit A ("Services"), in accordance with the terms and conditions of this Agreement. In exchange for the research services provided by OSAC to School/District, School/District shall use its best efforts to encourage its students to follow through with their higher educational and financial aid pursuits and will provide data as set forth in Exhibit A.

"Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The parties may, from time to time, request changes in the Scope of Services. Any such changes shall be documented by a written amendment to this Agreement signed by both parties and their respective General Counsel.

- 4. **Compensation:** Each party agrees to provide the Services at no cost or at no reimbursement of expenses to the other party.
- 5. **Confidential Information, Dissemination of Information, Ownership, Survival:**
 - A. **Confidential Information:** In performance of this Agreement, both parties shall have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Each party shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("**Work Product**") without the prior written consent of the other party. Both parties shall use at least the same standard of care in the protection of the Confidential Information of the other party as each party uses to protect its own Confidential Information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
 - B. **Highly Confidential Information:** "Highly Confidential Information" means employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. In performance of this Agreement, both parties shall have access to or receive Highly Confidential Information. Each party shall not use or disclose any Highly Confidential information without the prior written consent of the other party.
 - C. **Transmitting and Storing Highly Confidential Information:** Both parties shall:
 - i. When mailing physical copies of Highly Confidential Information, send the Highly Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;

- ii. Only mail Highly Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Highly Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Highly Confidential Information shall only be mailed in accordance with the provisions of Section i, above;
- iii. Encrypt all Highly Confidential Information prior to transmitting it electronically. OSAC shall not transmit any unencrypted Highly Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols;
- iv. Not send any password or other information sufficient to allow decryption of Highly Confidential Information with the Encrypted Highly Confidential Information;
- v. Keep all physical copies (paper or other physical representations) of Highly Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information unsecured and unattended at any time;
- vi. Encrypt any Highly Confidential Information stored on electronic media, such as CDs, DVDs, tape, flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information in any electronic format, including computer databases, unsecured, meaning accessible without a password, and unattended at any time;
- vii. Both parties shall password protect any laptop or computer that contains Confidential Information or Highly Confidential Information. Additionally, any laptop or computer that contains Highly Confidential Information shall have its full hard drive encrypted. Neither party shall leave any laptop or computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer. Both parties shall ensure that no password or other information sufficient to access a laptop or computer containing Hardware Confidential Information is attached or located near the laptop or computer at any time;
- viii. Both parties shall take precautions to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and
- ix. Only authorized users within either organization who have signed a notarized Affidavit of Nondisclosure shall have access to Highly Confidential Information, unless disclosure of Highly Confidential Information to a third party is authorized by the prior written consent of both parties pursuant to Section D below.

D. Dissemination of Information: Except as required by law, including the Oregon Public Records law, ORS 192.001 to ORS 192.505, and by court order, neither party shall disseminate any Confidential Information or Highly Confidential Information to a third party without the prior written consent of the other party. Neither party shall issue publicity news releases or grant press interviews related to this Agreement, except as may be required by law or with the prior written consent of the other party. If either party is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information, Highly Confidential Information or Work Product which may be in that party's possession, that party shall immediately give notice to the other party and its General Counsel with the understanding that the other party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Neither party shall be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Each party shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by both parties under this Agreement. Except as required by law, including the Oregon Public Records law and by court order, **neither party shall make any disclosure or publication whereby a sample unit or survey respondent (including students and schools) could be identified or the data furnished by or related to any particular person or school under these sections could be identified**

E. Ownership: All original research results, data, information, records and work product generated under this Agreement, including all tangible or intangible property (collectively "Work Product") shall be jointly owned by School/District and OSAC. Each party agrees that all Confidential Information, Highly Confidential Information and preexisting intellectual property shall at all times be and remain the property of the party that supplied it. Each party shall execute all documents and perform all acts that the other party may request in order to assist the other party in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.

F. Use of Confidential Information and Highly Confidential Information: Each party warrants and represents that it shall not use the Confidential Information, Highly Confidential Information or Work Product for any purpose not specifically identified in this agreement, including, but not limited to any research project whether internal or external to that party. Any use of the Confidential Information, Highly Confidential Information, or any Work Product not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.

- G. Third Party Confidential Information and Proprietary Information: Each party agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where that party obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information was provided by the other party) unless that party has previously secured the appropriate authorization in writing from such third party. .
- H. Return of Confidential Information and Highly Confidential Information: Each party shall, at the other party's option, return all Confidential Information and Highly Confidential Information to the other party upon demand within three (3) business days of demand. In addition, that party shall return all Confidential Information and Highly Confidential Information that belong to the other party within three (3) days of the expiration or termination of this Agreement.
- I. Staff and Subcontractors: Each party agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by that party.
- J. Freedom of Information Act: The parties acknowledge that this Agreement and all documents submitted to the School/District related to this contract award are a matter of public record and are subject to the comparable state and federal laws, including the Oregon Public Records Law, ORS 192.001 to ORS 192.505, and that this Agreement is subject to statutory reporting requirements..
- K. Information Security Procedures: It is critical that Highly Confidential Information be kept secure and protected from unauthorized disclosure. Therefore, all the Highly Confidential Information shared pursuant to this Agreement must be stored securely so that only authorized users within the organization have access to it. This means that computer data bases should be password protected; that precautions are taken to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and that data tapes, disks, paper files and other storage media are kept in secure locations.
- L. Security Incidents: Each party shall report to the other all known or suspected Security Incidents. "Security Incident" means any unauthorized action by a known or unknown person which, if successfully completed, should reasonably be considered one of the following: an attack, penetration, denial of service, disclosure of confidential customer or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of systems or networks, or any other activity that could affect either of the party's systems or data, or the security, confidentiality or integrity of the data received, stored, processed, or maintained. "Security Incident" shall also include any contact by a law enforcement agency regarding any data. For purposes hereof, "the Parties" shall include any of their employees, agents, contractors or third parties including, without limitation, any vendors used by them that have access (either authorized or unauthorized) to the data.
- M. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.

6. Representations and Warranties of the Parties: Both parties represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

Compliance with Laws: The parties are and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including but not limited to the Drug-Free Workplace, the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment and any others relating to non-discrimination.

Authorization: Each party has taken all action necessary for the approval and execution of this Agreement, and execution by the persons signing on behalf of both parties is duly authorized and has been made with complete and full authority to commit both parties to all terms and conditions of this Agreement which shall constitute valid, binding obligations of each party.

7. Non-Liability of School/District or OSAC Officials: The parties agree that no member, employee, agent, officer or official of either party shall be personally charged by the other party, its members if a joint venture or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to the other party, its members if a joint venture or any subcontractors.

8. Audit and Document Retention: The parties shall maintain records showing time expended in performing Services, costs incurred and actual Services performed. Subject to state and federal laws regarding the disclosure of student information and the confidentiality provisions of this Agreement, all records referenced above and all records required to be maintained as part of the Services, shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the other party. Each party shall include in all subcontractor agreements for Services provisions requiring subcontractors to maintain the above described records and allowing the other party, the Inspector General of the School/District, federal and state auditors the same right to inspect and audit said records as set forth herein. Data received pursuant to this Agreement shall be secured in accordance with standard audit requirements (e.g., SAS70), and the parties shall retain records of access and use of such data for a period of three (3) years following the termination of this Agreement.

9. Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by email (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE SCHOOL/DISTRICT:

Name Title
Address
Email address

Copy to:

IF TO OSAC:

Bob Brew, Executive Director
Oregon Student Access Commission
1500 Valley River Drive, Suite 100
Eugene, OR 97401
Email: brew_b@osac.state.or.us

Copy to:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

SCHOOL/DISTRICT

OREGON STUDENT ACCESS
COMMISSION

By: _____
Name, Title

By: _____
Bob Brew, Executive Director

Date: _____

Date: _____

Exhibit A

SCOPE OF SERVICES

This Scope of Services shall be conducted pursuant to the terms and conditions of the Research Services Agreement ("Agreement") dated _____ by and between the Oregon Student Access Commission ("OSAC") and _____ (the "School" or the "District" as appropriate). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

In furtherance of the objective outlined in the attached Agreement, the respective parties agree to do the following:

- School/District hereby engages OSAC to conduct an ongoing study to identify those students within the school/district that would be eligible for certain financial aid programs administered by OSAC and to determine the FAFSA completion status of School/District students.
- In order to facilitate this study and in accordance with the Family Educational Rights and Privacy Act ("FERPA"), TITLE 20, CHAPTER 31, SUBCHAPTER III, Part 4 §1232g(b)(1)(F)*, School/District shall provide OSAC with the following student data.:
 1. First Name
 2. Last Name
 3. Date of Birth
 4. Address
 5. Race

With the authority provided pursuant to the disclosure provisions in the FAFSA that allow data sharing in order to facilitate the applicant's pursuit of financial aid, OSAC shall share the following data with School/District:

On a weekly basis between January and November each calendar year, and for School/District students only, OSAC will provide the following data:

1. An Indication yes or no if the student filed a FAFSA,
2. FAFSA Submitted Date, if available,
3. FAFSA Processed Date, if available,
4. Oregon Opportunity Grant ("OOG"), Federal Pell Grant Program ("PELL") or OSAC-administered Scholarship eligibility, if available,
5. Whether the application has been selected for verification,
6. Indicator of FAFSA completion.

Shared data shall not be used for any purpose other than those described herein. All data shall be encrypted and securely shared between the parties and no data shall be shared outside of the parties except in the aggregate. Both parties shall comply with the confidential data security and safeguard certification attached hereto and made a part hereof.

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives on the dates shown below. This Agreement may be signed in counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

For: School/District _____
Address _____
State, Zip _____

For: Oregon Student Access Commission
1500 Valley River Drive, Suite 100
Eugene, OR 97401

By: _____

By: _____

Date _____

Date _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

*(F) organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.