

## Confidential Data Sharing Agreement<sup>1</sup>

This Confidential Data Sharing Agreement (the “**Agreement**”), between \_\_\_\_\_ and \_\_\_\_\_ is effective as of \_\_\_\_\_ (the “**Effective Date**”).

### RECITALS:

- A. The parties intend to facilitate the sharing of such data provided that all such data is not identifiable to teachers and maintained as confidential pursuant to the terms of this Agreement.

### AGREEMENT:

1. **Voluntary Sharing of Data.** Subject to the terms and conditions of this Agreement, the District may share District Data with \_\_\_\_\_ as determined by the District in its discretion and \_\_\_\_\_ may share \_\_\_\_\_ Data with the District as determined by such in their discretion. The party sharing such data shall retain all rights and interests in and to the data shared, including all intellectual property rights in such data and reports produced with respect to such data.
2. **District Data.**
  - (a) District Data shall include the following components:
    - (i) Unique encrypted teacher ID
    - (ii) Teacher descriptive information (e.g., years of experience)
    - (iii) Average characteristics of students taught by teacher
    - (iv) Value-added results
    - (v) Observation results
    - (vi) Student survey results
  - (b) Under no circumstances shall teacher identifiable data (as defined below) be included in District Data.
  - (c) Upon receipt of District Data, \_\_\_\_\_ may use such District Data subject to the following conditions:
    - (i) \_\_\_\_\_ will participate with the District in a series of discussions exploring the proper uses of the data.
    - (ii) The District Data shall be protected as confidential information as provided in Section 5.
3. **\_\_\_\_\_ Data.**

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<sup>1</sup> This data sharing agreement was developed by the Minneapolis Public Schools for use with partner sponsoring organizations and should be adapted for appropriate use by Massachusetts districts and sponsoring organizations.

- (a) \_\_\_\_\_ Data shall include data relating to teaching candidate, including \_\_\_\_\_.
- (b) Under no circumstances shall teacher identifiable data (as defined below) be included in \_\_\_\_\_ Data.
- (c) Upon receipt of teacher preparation program Data, the District may use such Data subject to the following conditions:
  - (i) District will participate with \_\_\_\_\_ in a series of discussions exploring the proper uses of the data.
  - (ii) The \_\_\_\_\_ Data shall be protected as confidential information as provided in Section 5.

4. **Description of Teacher Identifiable Data.** For purposes of this agreement, “teacher identifiable data” includes any data element that alone or in combination with any other data element included in the District Data or the \_\_\_\_\_ data, as the case may be, or in the public domain could be used to identify a teacher or teaching candidate, and includes any “key file” that may be created to contain such data.

5. **Mutual Confidentiality Obligations.** Each Party (a “**Receiving Party**”) may have access to confidential information of the other Parties shared pursuant to this Agreement (“**Confidential Information**”). All Confidential Information shall be marked as confidential or proprietary, or, if disclosed in a visual or oral format, identified as confidential at the time of disclosure and reduced to writing within thirty (30) days of such disclosure. Each Party will only use Confidential Information to further the purpose of this Agreement and the MOU and it may not be referenced in any promotional information for such Party. All Parties will demonstrate care to prevent disclosure of this Confidential Information, and will not use or disclose this information to any third party in any manner without written authorization from the owner of such Confidential Information. Confidential Information shall not include any information (i) already in the public domain through no fault of the Receiving Party; (ii) already in the Receiving Party’s possession at the time of disclosure, as demonstrated by written records; (iii) provided to the Receiving Party by a third party under no obligations to maintain the confidentiality of the information; or (iv) independently developed by the Receiving Party without reliance on the Confidential Information. The Receiving Party may disclose Confidential Information pursuant to an order of a court of competent jurisdiction or a government agency with authority to issue such order, provided that the Receiving Party notifies the owning Party prior to such disclosure and cooperates with reasonable efforts to limit such disclosure. Upon termination of the MOU or this Agreement, each Receiving Party will promptly return to the appropriate party, or destroy, all Confidential Information in its possession belonging to another Party.

*[Signature page follows.]*

This Agreement is agreed to and accepted by the Parties as of the Effective Date.

Signature Page to Confidential Data Sharing Agreement