

APPENDIX C
Data Sharing Terms & Conditions

1. This Appendix outlines the ways in which both Parties will share and use Personally Identifiable Information (PII) and Non-Personal Information, including but not limited to (i) educational records maintained by community schools and with appropriate written consent, (ii) data on programs, enrollments, and attendance maintained by the Partner and other Partners working in the relevant Promise Partnerships, and (iii) other information not available in the public domain (collectively, “**Data**”).
 - 1.1. For purposes of this Agreement, “**Personally Identifiable Information**” is defined as data, information, or records (including educational records) that contain protected or personally identifiable data, information, and records (“**PII**”) and/or protected health information as defined by HIPAA (“**PHI**”), and “**Non-Personal Information**” is defined as data, information or records that do not contain Personally Identifiable Information, because such data, information or records (a) do not contain PHI (for information subject to HIPAA), (b) have been rendered anonymous or non-identifying, (c) have been aggregated or (d) are statistical in nature so as to protect the privacy and safety of Clients.
2. Data Guidelines. UWSL and Partner agree that any and all Data is intended for continuous improvement around shared community goals. Acceptable uses of Data include (i) recruiting students or other community members into initiatives, (ii) providing targeted support(s) to students or other community members, (iii) tracking in rapid-time student progress and outcomes, (iv) developing and improving interventions aimed at moving community-level indicators, (v) developing and improving student-individualized instruction, service plans, and predictive tests, and (vi) reporting non-identifiable aggregate data to secure funding and comply with funding requirements. In recognition of the foregoing, UWSL and Partner agree:
 - 2.1. That students, community members, and the entities that collect and/or store Data have the right to expect that Data will only be used to support efforts that promote achievement for students and families.
 - 2.2. To treat Data as a reflection on the entire community, which shares accountability for current reality and future results, and that Data may not be used as evidence of the success or failure of one particular school, program, organization, sector, or population.
 - 2.3. **UWSL and Partner agree that Partner may access and download Personal Identifiable Information from UWSL or ETO for educational purposes only. Partner may not store any Personally Identifiable Information from UWSL or ETO on any external hard drive, cloud solution, or other media (i.e. USB drive, CD, DVD, or other method of storing data). This restriction applies to, but is not limited to, data taken from UWSL’s and ETO’s educational records.**
 - 2.3.1. Any PII retained in a hard copy format must be kept in a secure manner in accordance with all relevant State and Federal student data privacy laws. Accordingly, Partner will

refrain from discussing Clients in public areas; will not leave Data in printers, on desktop surfaces, or in public areas; and will shred (or place in a secure shred bin) Data that is no longer needed, in accordance with all relevant State and Federal student data privacy laws.

- 2.3.2. Partner will use discretion when discussing Clients over email, particularly if Partner does not have policy to mitigate mobile risk (e.g. the use of personal handheld devices and tablets as an access point for agency information).
- 2.4. That Non-Personally Identifiable Information that is downloaded or printed should be stored in locations that can only be accessed by organizational staff with a legitimate educational need to have access to such information.
- 2.5. That only Non-Personally Identifiable Information may be used to communicate results of the Promise Partnership (including to fundraise and report on outcomes) provided that any such communication be done in a manner that supports Collective Impact principles and does not create undue competition, communication barriers, or misalignment with other Partners in the relevant Promise Partnerships.
- 2.6. That, in order to avoid the possibility of any individual being identified, any Non-Personally Identifiable Information that is shared outside the relevant Promise Partnership must include at least eleven individuals.
- 2.7. That any staff member, consultant, or volunteer of Partner who participates in a meeting, email exchange, document review, or other communication where Data is displayed or discussed (verbally or in writing) must have a Partner-signed Data Confidentiality Agreement (Appendix J), before Data is displayed or discussed, and that Partner will only share Data with those staff members, consultants, or volunteers of Partner with a legitimate educational interest in the information and are working in the Promise Partnership to achieve shared educational outcomes.
- 2.8. That Personally Identifiable Information may not be shared with non-Partners. PII will only be disclosed to Partners who have a legitimate educational interest in the information and are working in the Promise Partnership to achieve shared educational outcomes.
- 2.9. That Non-Personally Identifiable Information originated by any other Promise Partners may only be shared with non-Partners (i) to secure funding from potential funders and to ensure compliance with funding agreements, or (ii) with a legitimate educational interest in the information and are working to achieve shared Promise Partnership educational outcomes, and (iii) after receiving written permission from Partner(s) who originated the data. Written permission from Partner(s) must be granted by an originating Partner with approved authority. Once approved by the originating Partner(s), data shared with non-Partners must be cited in a format approved by the originating Partner(s) and UWSL.
- 2.10. That both the accuracy and the use of Data for continuous improvement are dependent on the quality and consistency of the source Data. Although UWSL will use reasonable efforts to

promote accurate Data and the creation of appropriate datasets for analysis, no guarantee is made as to the ultimate accuracy or utility of any Data contributed by the Partners in the relevant Promise Partnerships. Additionally, UWSL is not responsible for ensuring the internal or network security of Partner data or for any breaches of security. Partner shall report security breaches and/or inappropriate use and/or sharing of PII to UWSL within 48 hours of discovery.

3. Partner will secure written consent from Clients prior to sharing Personally Identifiable Information. According to provisions of this Agreement, Partner (i) must have each Client (or their parent or guardian if the Client is under 18) sign a FERPA Release prior to accessing, utilizing, or storing Personally Identifiable Information collected by any Partners in the relevant Promise Partnerships, (ii) Create a copy of signed FERPA Release to keep on file, (iii) provide a copy of signed FERPA releases to UWSL upon request, and (iv) deliver original hard copy of FERPA releases to the student's school secretary. Partner will engage in a consent verification process before sharing any Personally Identifiable Information with third parties.
4. Sharing Data within the Promise Partnership(s).
 - 4.1. Subject to this Agreement, Partner agrees to share Data that the Partner collects within and across the Partners working within the Partner's Promise Partnership(s) for the purpose of continuous improvement around shared goals. The current list of Partners in the relevant Promise Partnerships (along with the contact person for each Partner in charge of the management, processing, and distribution of Data for such Partner) will be provided upon request and may be amended by UWSL at any time, in writing or by electronic means, without the consent of Partner.
 - 4.2. Partner will only share Personally Identifiable Information through a Secure File Transfer Protocol (SFTP), unless they are using one of UWSL's data sharing systems of record. UWSL will provide a license to the SFTP that UWSL uses to Partners who do not have an SFTP.
 - 4.3. Partner acknowledges that a cause of unintentional data breaches is human error (e.g. transmitting Data electronically to unintended recipients or via unsecure methods, discussing Data in locations where passers-by can listen in, or handling documents too casually). Accordingly, Partner will refrain from discussing Clients in public areas; will not leave Data in printers, on desktop surfaces, or in public areas; and will shred (or place in a secure shred bin) Data that is no longer needed. Partner will use discretion when discussing Clients over email, particularly if Partner does not have policy to mitigate mobile risk (e.g. the use of personal handheld devices and tablets as an access point for agency information).
5. Utah Government Records Access and Management Act.
 - 5.1. Partner acknowledges that the Partners in the relevant Promise Partnerships may be government entities which are subject to the Utah Government Records Access and Management Act ("**GRAMA**") (each, a "**GRAMA Partner**"), and further acknowledges that records which are created, maintained or received by a GRAMA Partner are potentially subject to disclosure to

interested parties. Partner agrees to respond to records requests to government entities pursuant to this section, as applicable:

- 5.1.1. Information stored on ETO servers is not a record for GRAMA purposes, pursuant to Utah Code Ann. § 63G-2-103(22)(b)(iv) and (v);
 - 5.1.2. As it relates to Personally Identifiable Information, Partner agrees that each GRAMA Partner will designate such information as both protected and private, pursuant to Utah Code Ann. § 63G-2-302(1)(b), -302(2)(c), -302(2)(d), -305(11) (Supp. 2012), as appropriate;
 - 5.1.3. Non-Personal Information may be publicly accessible or made public by the Partners in the relevant Promise Partnerships through publication; and
 - 5.1.4. Partner agrees to respect the records designation put into place by the Partners who collected the information. See Utah Code Ann. § 63G-2-206(2)(a) & (b). Nothing in this Agreement shall be deemed to waive or avoid restrictions on record disclosure which may exist independent of GRAMA.
- 5.2. Notwithstanding paragraph 5.1, GRAMA, Partners shall have sole discretion to apply their own policies and procedures regarding governmental records requests, to make legal determinations regarding records classifications pursuant to applicable law and policy, and to make decisions in records appeals, and GRAMA Partners shall have no obligation to involve UWSL in the same.

6. Auditing Data Accuracy and Security Compliance

- 6.1. Partner understands that UWSL may conduct periodic audits to verify Partner's (a) data accuracy, completeness and the correction of errors, and (b) compliance with this Agreement and any applicable Data Sharing Agreement.
- 6.2. Partners are responsible for reporting known or suspected information or information technology security incidents. All security incidents at UWSL must be promptly reported to UWSL's Chief Operating Officer (Danya Pastuszek, 801-613-5567, danya.pastuszek@uw.org), who will review and assess the events. A security incident is any real or suspected event that may adversely affect the security of UWSL or the systems that process, store or transmit that information. An incident response will be handled appropriately based on the type and severity of the incident and could include investigation by **the Data Security Sub Committee of the UWSL Board of Directors, removal from the relevant Promise Partnerships, discontinuation of resources, and/or prosecution.**

7. Data Retention

- 7.1. The Parties will not destroy any Educational Records subject to an outstanding request for inspection or review. If the Educational Records are provided in order to conduct a study, audit,

or evaluation of an educational agency or institution, the Party will destroy the Educational Records when no longer necessary for the specific purpose for which the information was provided. This requirement will not apply to Educational Records obtained with the Client's written consent.