

SCHOOL DISTRICT
OF PITTSBURGH

ADMINISTRATIVE
REGULATION

**Confidentiality Agreement
(SAMPLE)**

DATA CONFIDENTIALITY AGREEMENT

THIS DATA CONFIDENTIALITY AGREEMENT made this _____ day of _____, 20____, by and between the SCHOOL DISTRICT OF PITTSBURGH having its principal place of business located at 341 South Bellefield Avenue Pittsburgh, Pennsylvania 15213 (hereinafter "School District"),

A
N
D

_____, having its principal place of business at _____ (hereinafter "Consultant").

WHEREAS, the School District of Pittsburgh and the Consultant intend to enter into an agreement for the Consultant to provide the following services:

[Enter a general description of the Consultant services here. This description must be consistent with the following paragraph]

WHEREAS, the Consultant is deemed an organization that conducts studies for, or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; and

WHEREAS, the Consultant will be requesting educational records and/or personally identifiable information for the purpose of completing the above services; and

WHEREAS, the School District requires a confidentiality agreement with all consultants prior to the release of any educational records or personally identifiable information contained therein in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, and its implementing regulations at 34 CFR Part 99, as amended.

NOW THEREFORE, with the intent to be legally bound, the Parties hereto agree as follows:

1. The Consultant shall request necessary educational records and data in writing pursuant to the Agreement for services and the School District shall make available certain data necessary for the Consultant to fulfill its agreed upon services to the School District.

2. **Statement of Purpose, Scope, Duration and Information to be Disclosed:**

- a. Purpose – *[insert purpose of study here]*
- b. Scope – *[insert scope of study here]*
- c. Duration – *[insert duration of study here]*
- d. Information to be Disclosed – *[insert a list of the information to be disclosed here]*

[in lieu of completing a, b, c, and d above, you may indicate that the information is set forth in a separate document attached hereto as Exhibit A and attach an Exhibit A containing the above information]

3. All data, provided intentionally or unintentionally by the School District, is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d *et seq.*, and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations.

4. The Consultant agrees to use personally identifiable information from education records only to meet the purpose or purposes of the study as set forth in this agreement.

5. The Consultant agrees to conduct the study in a manner that does not permit personal identification of parents and students, as defined by FERPA and its implementing regulations, by anyone other than representatives of the organization with legitimate interests. A list of the representatives of the organization with legitimate interests in the information shall be attached hereto as Exhibit ____.

6. The Consultant hereby acknowledges and agrees that any documents and data provided by the School District, intentionally or unintentionally, containing personally identifiable information shall not be disclosed, discussed or transferred to any third party not party to the Agreement for services or this Data Confidentiality Agreement, and any data or information containing personally identifiable information provided to the Consultant shall only be disclosed to the Consultant, employees of the Consultant and School District of Pittsburgh employees who are directly involved in the provision of services.

7. The Consultant acknowledges and agrees that it is an organization that conducts studies for, or on behalf of, educational agencies or institutions for the purpose

of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction.

8. Upon the final submission of the Consultant's services to the School District, all data and information containing personally identifiable information supplied by the School District of Pittsburgh shall be returned to the School District or destroyed. The Consultant shall provide the District with written verification that all copies of data, information and documents, including electronic or other media versions, have been returned to the School District or destroyed. Written verification shall be provided no later than _____.

10. The Consultant understands and agrees that should the School District find that the Consultant has violated this Data Confidentiality Agreement or any of the applicable laws and regulations regarding confidentiality of student records, the School District shall be entitled to terminate any Agreement for services immediately and the Consultant shall be prohibited having access to information from education records for at least five (5) years.

IN WITNESS WHEREOF the parties hereto have set their hand(s) and seal(s) the date first above-mentioned.

WITNESS:

SCHOOL DISTRICT OF PITTSBURGH

By: _____

WITNESS:

CONSULTANT

By: _____