



DATA USE AGREEMENT BETWEEN

Wisconsin Department of Public Instruction and **Organization Name**

This Data Use Agreement is made and entered into by and between the **Wisconsin Department of Public Instruction (DPI)**, hereafter “Holder,” and **Organization Name**, hereafter “Recipient.” Holder and Recipient agree to all of the following terms and conditions pursuant to which Holder will disclose certain Confidential Information in the form of a Data Set to Recipient:

1. Definitions
 - 1.1. "Confidential Information" means any information that is not publicly available or is otherwise protected from disclosure by federal or state law, and includes personally identifiable information from an education record of a student, as those terms are defined in 34 C.F.R. § 99.3.
 - 1.2. "Data Set" shall refer to data received as a result of queries incorporating the data warehouse elements specified in Appendix A.
 - 1.3. "Project" means Recipient's study or project described under Section 2.
 - 1.4. Terms used, but not otherwise defined, in this Agreement shall have the meaning given by the Family Educational Rights and Privacy Act's implementing regulations, 34 C.F.R. Part 99.
2. Project
 - 2.1. Recipient seeks Confidential Information from Holder for the following reasons:
What is the purpose, scope and duration of this study/project?
 - 2.2. The Project will have the following research benefits:
What is the research benefit? Include a description of the educational or other interests in the information.
3. Permitted Uses and Disclosures
 - 3.1. Recipient may use Confidential Information from the Data Set only to meet the purpose or purposes of the Project as stated in Section 2.
4. Recipient Responsibilities
 - 4.1. Recipient shall not use or disclose the Data Set for any purpose other than permitted by this Agreement pertaining to the Project, or as required by law. If disclosure of the Data Set other than that necessary to conduct the Project is required by law, it shall take place only after prior notification of Holder.

Data Use Agreement

STATE OF WISCONSIN
DEPARTMENT OF PUBLIC INSTRUCTION



- 4.2. Recipient shall conduct the Project in a manner that does not permit personal identification of parents or students by anyone other than representatives of Recipient with legitimate interests.
 - 4.3. Recipient shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the Data Set other than as provided for by this Agreement, including but not limited to the requirements in sections 7 through 10 below.
 - 4.4. Recipient shall report to Holder any use or disclosure of the Data Set not provided for by this Agreement. The report shall be made within 24 hours of its discovery by Recipient, and Recipient shall comply with the requirements of section 5.2 below.
 - 4.5. Recipient shall ensure that any agent, including a subcontractor, to whom it provides the Data Set, agrees to the same restrictions and conditions that apply through this Agreement to Recipient with respect to the Data Set.
 - 4.6. Recipient shall not re-identify the Confidential Information contained in the Data Set. Any reports or materials developed by Recipient or its subcontractors that use Confidential Information contained in the Data Set shall not contain any personally identifiable information.
 - 4.7. No later than ten (10) business days prior to release or publishing, Recipient shall submit to Holder for Holder's review all reports and materials developed under this agreement. The sole purpose for this review shall be to ensure that no Confidential Information is included in the reports or materials. Holder shall use, as its basis for review, its internal redaction rules as they exist at the time the report is published or released. Holder shall make these redaction rules, currently contained in DPI Departmental Policy Bulletin 4.315, available to Recipient upon request.
 - 4.8. Recipient may not contact the individuals who are the subject of Confidential Information contained in the Data Set.
5. Term, Breaches, and Termination
- 5.1. This Agreement shall be effective upon its execution by all signatories. This Agreement shall remain in effect until **Termination Date mm/dd/yyyy** or until all Confidential Information in the Data Set provided to Recipient is destroyed or returned to Holder, whichever comes first. Recipient will hold Confidential Information provided under this Agreement only as long as necessary to perform the work necessary for the Project. Recipient agrees to destroy all Confidential Information as soon as it is no longer needed for purposes of the Project.
 - 5.2. Following a disclosure made in violation of this Agreement, Recipient shall do all of the following:
 - a. Notify Holder within 24 hours of discovering the violation.
 - b. Provide Holder, upon request, information regarding the violation and efforts to cure it.

Data Use Agreement



- c. Make every effort to cure the violation as soon as possible. If efforts to cure the violation are not successful within five business days of Recipient discovering the violation, Holder may, at its sole discretion, terminate this Agreement.
 - 5.3. Holder may take any actions authorized by law to remediate the breach, including, without limitation, excluding Recipient from future access to Confidential Information or the Data Set.
 - 5.4. Both Holder and Recipient shall have the right to terminate this Agreement for any reason by providing sixty days' written notice to the other party.
6. General Provisions
 - 6.1. Recipient and Holder understand and agree that individuals who are the subject of Confidential Information contained in the Data Set are not intended to be third party beneficiaries of this Agreement.
 - 6.2. This Agreement shall not be assigned by Recipient without the prior express, written consent of Holder.
 - 6.3. Each party agrees that it shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof.
 - 6.4. This is the full and complete agreement between the parties. This Agreement supersedes and replaces any prior agreement, whether verbal or in writing, concerning the subject matter of this Agreement. No amendment may be made to this Agreement unless it is in writing and signed by both parties.
7. Data Confidentiality and Security
 - 7.1. Recipient shall implement and adhere to policies and procedures that restrict access to the Data Set. Recipient shall maintain, in writing, a complete list of individuals with access to the Data Set.
 - 7.2. Recipient may include data from the Data Set outside secured storage if all of the following apply:
 - a. The data is included in a Project report's tables or charts.
 - b. The data is not personally identifiable and has been summarized and redacted based on rules determined by Holder.
 - 7.3. Recipient shall require all individuals permitted by Recipient to use or receive the Data Set to read and agree to the terms of this Data Use Agreement. Recipient shall ensure such individuals have received training in personally identifiable information and the federal and state laws applicable to the use of personally identifiable information. General training materials on those topics are located at:
<http://dpi.wi.gov/wise/data-privacy/overview>.

Data Use Agreement

STATE OF WISCONSIN
DEPARTMENT OF PUBLIC INSTRUCTION



8. Transmission of Data

8.1. Holder shall send the Data Set and all Confidential Information to Recipient via a secure file transfer protocol (SFTP) or other secure method selected by Holder.

9. Data Storage

9.1. The Data Set and all Confidential Information shall be kept, for a period not to exceed the estimated study length, in an encrypted electronic format by Recipient.

10. Data Destruction

10.1. Recipient shall destroy all Confidential Information connected with the Project within sixty (60) days after it is no longer needed for the purposes of the Project or upon termination of the Agreement, whichever comes first.

10.2. Recipient shall permanently erase all Confidential Information and Data Set from Recipient's storage devices upon completion or termination of the Project. Recipient shall provide Holder with written notice of compliance with the data destruction provisions within five business days of destroying the data by completing the DPI's Electronic Data Destruction Form located at <http://dpi.wi.gov/wise/data-requests/certificate-data-destruction>.

11. Data Elements

11.1. Attached is the data-specific appendix (Appendix A) listing the applicable educational element groupings to be provided by Holder to Recipient for use with the Project. The Data Set remains the property of Holder.

Data Use Agreement

STATE OF WISCONSIN
DEPARTMENT OF PUBLIC INSTRUCTION



IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

Wisconsin Department of Public Instruction
125 S. Webster Street
Madison, WI 53707-7841

Date: _____

By: _____

Erin Fath
Director of Policy, Budget, and Research

Org. Name: _____

Address: _____

Date: _____

By: _____

Name: _____

Title: _____



Appendix A

Data Topics Included in Request

Extract Details:

In accordance with the identified target population, the data elements specified herein are to be extracted for the **** academic year(s).

Recipient will be contacted by DPI staff within 3 weeks of data use agreement finalization to coordinate data extraction.