

Data Use Agreement

STATE OF WISCONSIN
DEPARTMENT OF PUBLIC INSTRUCTION



DATA USE AGREEMENT BETWEEN

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

This Data Use Agreement (Agreement) is made and entered into by and between the Wisconsin **Department of Public Instruction (DPI)** and **Organization Name (Recipient)**. DPI and Recipient agree to all of the following terms and conditions pursuant to which DPI 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. 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. DPI is disclosing the Data Set to Recipient so that Recipient may act as the authorized representative of DPI to carry out an audit or evaluation of Federal- or State-supported education programs. The audit or evaluation has the following purpose, scope and duration:

What is the purpose, scope and duration of the audit/evaluation?

The Data Set will be used to **How will the Data Set be used?**
3. FERPA Exception to Written Consent
 - 3.1. Pursuant to 34 C.F.R. § 99.31(a)(3) and 99.35, DPI designates Recipient as DPI's authorized representative to carry out an audit or evaluation of Federal- or State-supported education programs.
 - 3.2. Recipient may use Confidential Information from the Data Set only to act on behalf of DPI as DPI's authorized representative in carrying out an audit or evaluation of Federal- or State-supported education programs.
4. Recipient Responsibilities

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- 4.1. Recipient shall not use or disclose the Data Set for any purpose other than permitted by this Agreement, or as required by law. If disclosure of the Data Set other than that necessary to carry out the audit or evaluation described in section 2 is required by law, it shall take place only after prior notification of DPI.
 - 4.2. 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.
 - 4.3. Recipient shall report to DPI 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.
 - 4.4. 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.
 - 4.5. Recipient shall limit use of Confidential Information from the Data Set to only authorized representatives with legitimate interests in the audit or evaluation described in section 2.
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 DPI, whichever comes first. Recipient will hold Confidential Information provided under this Agreement only as long as necessary to carry out the audit or evaluation described in section 2. Recipient agrees to destroy all Confidential Information as soon as it is no longer needed to carry out the audit or evaluation described in section 2.
 - 5.2. Following a disclosure made in violation of this Agreement, Recipient shall do all of the following:
 - a. Notify DPI within 24 hours of discovering the violation.
 - b. Provide DPI, upon request, information regarding the violation and efforts to cure it.
 - 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, DPI may, at its sole discretion, terminate this Agreement.
 - 5.3. DPI 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 DPI and Recipient shall have the right to terminate this Agreement for any reason by providing sixty days' written notice to the other party.

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6. General Provisions

- 6.1. Recipient and DPI 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 DPI.
- 6.3. 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 limit use of Confidential Information from the Data Set to carrying out the audit or evaluation described in section 2. Recipient shall maintain, in writing, a complete list of individuals with access to the Data Set.
- 7.2. 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.

8. Transmission of Data

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

9. Data Storage

- 9.1. The Data Set and all Confidential Information shall be kept in an encrypted electronic format by Recipient.

10. Data Destruction

- 10.1. Recipient shall destroy all Confidential Information provided under this Agreement within sixty (60) days after it is no longer needed to carry out the audit or evaluation described in section 2, or upon termination of the Agreement, whichever occurs first.
- 10.2. Recipient shall provide DPI 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, which is located at:
<http://dpi.wi.gov/wise/data-requests/certificate-data-destruction>.

11. Data Elements

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- 11.1. Attached is the data-specific appendix (Appendix A) listing the applicable educational element groupings to be provided by DPI to Recipient pursuant to this Agreement. The Data Set remains the property of DPI.

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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: _____

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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.