

# Data Confidentiality Agreement Form for Research

\_\_\_\_\_ (hereinafter known as “Researcher”), has requested records from the Banner database maintained by Angelo State University (ASU). Researcher has submitted a research proposal that has been approved by \_\_\_\_\_ and has requested access to institutional data for the purpose of tracking cohorts of ASU students, alumni, or staff. ASU has a strong interest in and commitment to enhancing institutional and student performance through the type of research proposed by the Researcher. Accordingly, ASU has agreed to provide the requested data, provided that Researcher agrees to comply with the terms and conditions set forth in this Confidentiality Agreement.

ASU will provide the data to Researcher pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g(b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Researcher agrees that he/she will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34 C.F.R. § 99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term “personally identifiable student records” includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or the student’s family; (d) a personal identifier such as the student’s social security number or other student number; (e) information about a group of students that contains four (4) or fewer students; (e) a list of personal characteristics that would make the student’s identity easily traceable; and (f) other information that would make the student’s identity easily traceable.

Researcher hereby agrees that he/she will use the Banner data solely for the purpose of conducting studies, analyses, or other projects, such as tracking of cohorts of students, designed to improve retention. Researcher agrees that he/she will maintain the confidentiality of personally identifiable student records contained in the Banner data at all times and keep the Banner data in a secure location. Researcher shall restrict access to personally identifiable student records contained in the Banner data to those employees of Angelo who are participating or assisting in the performance of a study, analysis, or project under the terms of this Confidentiality Agreement. Failure to adhere to terms of this Confidentiality Agreement may constitute violation(s) of federal law and the Board of Governors Policy 16.011 (Family Educational Rights and Privacy Act) regarding confidentiality and privacy of student educational records. Failure to observe confidentiality may result in sanctions imposed by the U.S. Government; dismissal or other disciplinary action(s) in accordance with University policy; and potential civil litigation by students whose records are misused.

Researcher may publicly release reports per research proposal, derived from information contained in the Banner data, provided that such reports reflect the original research proposal and do not contain any personally identifiable student records. In addition, Researcher agrees to provide a copy of the final research report(s) to the VPAA Office. Researcher agrees that he/she will not release or disclose any of the Banner data in any manner except as expressly described in this Confidentiality Agreement, unless Researcher has received prior written authorization from Angelo State University.

Researcher agrees that he/she will promptly return the Banner data to ASU upon written request by ASU. Researcher further agrees that he/she will destroy the Banner data when it is no longer needed for the purposes described in this Confidentiality Agreement.

By signing below, Researcher accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

Name and Title of Researcher: \_\_\_\_\_

Signature of Researcher: \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Director of Accountability: \_\_\_\_\_ Dated: \_\_\_\_\_