**DATA SHARING AGREEMENT BETWEEN**

**THE STATE OF NEVADA**

**AND**

**(VENDOR)**

1. This Data Sharing Agreement (“Agreement”) is made by and between (VENDOR) (“Contractor”) and the State of Nevada Department of Education(“State”).
2. The terms of this Agreement shall commence on (Date), and end when the Contractor no longer is in possession of any Confidential Information. This Agreement may be terminated by either party hereto upon thirty (30) days written notice.
3. For purposes of this Agreement and any contracts to which it serves as an attachment and the Family Educational Rights and Privacy Act (“FERPA”), State designates Contractor an “school official” with a “legitimate educational interest” pursuant to 20 U.S.C. 1232g(b)(1)(A) and 34 C.F.R. 99.31(a)(1)(i)(B). Contractor and the State shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.
4. “Confidential Information” shall include any and all personally identifiable student information, as that term is defined 34 C.F.R. § 99.3 or any information shared under this agreement deemed to be confidential or private by the State.
5. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
6. The State may disclose Confidential Information to Contractor for the purpose of developing and maintaining a statewide student information system; including, software implementation services, software maintenace services, training services, technical support services, and hosting services. Further disclosure by Contractor of any Confidential Information released to Contractor by the State is prohibited by this Agreement.
7. Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers, or agents except those individuals who have been authorized by Contractor to use the information as a component of their project assignment(s). The term “unauthorized third party” for purposes of this Agreement does not include employees, officers, or agents of the State who are authorized to have access to the Confidential Information.
8. At the State’s discretion, the state may elect to disclose to Contractor under this Agreement the Confidential Information identified within the State’s Data Dictionary as currently established and, at such time it becomes necessary, as modified. No other personally identifiable student information will be disclosed to Contractor. The Department may also elect to disclose any Department program data such as individual performance information, fiscal records or education personnel data.
9. Contractor agrees to use Confidential Information provided by the State, or any Nevada School District or charter school only for the purpose of fullfilling the Contractor’s obligations under this Agreement and Contract.
10. Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify the State if any of the Confidential Information is disclosed, either intentionally or inadvertently. Such notice is not required if Contractor is directed to disclose certain Confidential Information, in writing, by the State.
11. Contractor agrees to protect Confidential Information in such a manner that it will be disclosed only to Contractor’s staff whose duties under this Agreement specifically require them to have access to the Confidential Information and to any State approved subcontractors listed in this paragraph who have executed similar Data Sharing Agreements with State
    1. State approved subcontractors executing similar Data Sharing Agreements:

None

1. Contractor and the State shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party. The State identifies Mr. Glenn Meyer ([gmeyer@doe.nv.gov](mailto:gmeyer@doe.nv.gov)) or Mr. Peter Zutz ([pzutz@doe.nv.gov](mailto:pzutz@doe.nv.gov)) as the authorized representatives. (VENDOR) identifies Was the data custodian. These individuals shall be noted as Key Personnel and immediate notice to all parties of any change. Change notices will be delivered via email or courier and such notice must include the name of the new data custodian.
2. Upon request of the State, Contractor shall agree to permit the State to review or shall provide written assurances to the State regarding the use of Confidential Data under this Agreement. In such an event, the State shall provide appropriate notice and an adaquate timeframe for Contractor to prepare data. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.
3. All Contractor employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. Contractor agrees to remove any person from performing work who has violated the terms of this Agreement, or if the Contractor suspects any person to have violated the terms of the Agreement. Contractor shall notify the State of a breach of the Agreement within 10 days. If the United States Department of Education’s Family Policy Compliance Office determines that the Contractor has violated paragraph 34 C.F.R. 99.31(a)(3), the State may not allow the Contractor access to personally identifiable information from education records for at least five years. 34 C.F.R. 99.67.
4. By disclosing Confidential Information to Contractor, the State is in no way assigning ownership of the Confidential Information to Contractor. Upon the termination of this Agreement for any reason, Contractor shall immediately return all Confidential Information, including all copies, to the State or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. Upon request, Contractor will provide the State with affidavits to this effect.
5. Contractor agrees to destroy the personally identifiable information, within 45 days, from the education records when the information is no longer needed for the purpose specified in this Agreement and the contract as amended and approved. The parties to this Agreement and contract may agree to extend the time period for destruction if needed.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any lawsuit pertaining to or affecting this Agreement shall be venued in the First Judicial District Court for the State of Nevada, in Carson City.
7. Violation of this Agreement is cause for immediate termination of this Agreement.

In witness hereto the parties signify their agreement by signature below:

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Authorized Representative Authorized Representative

(VENDOR) Nevada Department of Education

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Date Date

**CONTRACTOR CERTIFICATION:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read this Data Sharing Agreement and agree to abide by its terms.

Dated this \_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient (Contract Authority)

\*Signature page instructions:

The signature for the Authorized Representative (identified by contractor in Sec. 12) should be the person in your organization who will serve as the primary security contact and is responsible for communicating any potential data security incidents to the Department’s Authorized Representative (also identified in Sec. 12 of this agreement).

The Certification statement should be completed and signed by the person in the contracted organization that has legal contract binding authority to enter into such agreements.