THE <ORGANIZATION NAME>

AND

NEW YORK UNIVERSITY on behalf of

DATABRARY

INSTITUTIONAL AGREEMENT TO SHARE DATA

This Agreement, dated as of the _____ of _____, 2013 by and between <Organization Name>, having an office at <full address of organization> and NEW YORK UNIVERSITY (NYU) on behalf of Databrary, having its principal place of business at New York University, 627 Broadway, 8th Floor, New York, NY 10003, defines the terms of the relationship between the parties.

WITNESSETH:

WHEREAS Databrary is a computer-based ecosystem for providing data sharing services to behavioral and neural science funded by a grant from the National Science Foundation and headquartered at NYU;

WHEREAS Databrary's mission is to acquire and provide a mechanism for sharing video, audio, and photographic images collected in the conduct of behavioral and neural science research and their accompanying metadata and artifacts;

WHEREAS <Organization Name> through the activities of researchers it employs may provide data and related documentation to NYU for the purpose of allowing Databrary to distribute the materials;

NOW, THEREFORE, for and in consideration of the premises and mutual promises and benefits set forth herein, the parties hereto hereby agree as follows:

I.   DEFINITIONS

"Third-Party User" means mean an individual who wishes to obtain access to Databrary, but has not yet been granted an Authorized Researcher or Sponsored Researcher account.

"Authorized Researcher" is an individual employed by an Instituttion who obtains access to Databrary by signing an Authorized Researcher Agreement and has been granted an account on Databrary.

"Authorized Researcher Agreement" means the agreement made between NYU, Databrary and a Third-Party User employed by <Organization Name> to give the Third-Party User access to Databrary.

"Research Staff" are persons authorized by the Authorized Researcher's institution, excluding the Authorized Researcher or any Sponsored Researcher under the Authorized Researcher's supervision, who will have access to De-Identified Data or Metadata or Identifiable Data obtained through this Agreement. Research Staff include project staff or students conducting dissertation or thesis research.

"Institution" is the university or research institution at which the Authorized Researcher will conduct scientific activities, including research using Data obtained through this Agreement.

"Representative of the Institution" is a person authorized to enter into contractual agreements on behalf of Authorized Researcher's Institution.

"Data" means De-Identified Data or Metadata or Identifiable Data.

"De-Identified Data or Metadata" consist of information that does not contain identifiable information that can be linked to specific individuals who participated in research.

"Identifiable Data" consist of data, images, videos, audio recordings and any objects derived from them with information that is linkable to a specific individual either directly or indirectly.

"Identifiable Data for Which Permission Has Been Granted To Share" are Identifiable Data for which the Private Persons depicted have granted written permission to share with Databrary.

"Private Person" means any individual (including an individual acting in his official capacity) and any private (i.e., non-government) partnership, corporation, association, organization, or entity (or any combination thereof), including family, household, school, neighborhood, health service, or institution.

"Deductive Disclosure" is the discerning of an individual's identity or confidential information through the use of known characteristics of that individual. Disclosure risk is present if an unacceptably narrow estimation of an individual's confidential information is possible or if determining the exact attributes of the individual is possible with a high level of confidence.

"Derivative" is a file, video, image, or statistic derived from the Confidential Data that poses disclosure risk to any Private Person in the Confidential Data obtained through this Agreement. Derivatives include copies of the Confidential Data received from Databrary, subsets of the Confidential Data, and analysis results that do not conform to the guidelines.

II   PURPOSE

The aim of Databrary is to increase data sharing among Authorized Researchers and Sponsored Researchers. Authorized Researchers and Sponsored Researchers will be granted access to Identifiable Data shared with Databrary by Authorized Researchers at other Institutions. In turn, Authorized Researchers may choose to transfer or contribute data or Identifiable Data to Databrary for storage. Some of these materials may be Identifiable Data For Which Permission Has Been Granted To Share by the Research Participants or other Individuals Depicted in the Identifiable Data. Materials so identified may be shared with Authorized Researchers, Sponsored Researchers, and Research Staff at other Institutions.

If Authorized Researchers decide to share data with Databrary, a copy of data collected by researchers employed by <Organization Name> will be provided on a non-exclusive basis to NYU for the purpose of making the data available to Authorized Researchers through Databrary under the terms of the Authorized Researcher Agreement attached as Appendix A.

II.   DESCRIPTION OF DISCLOSURE

Disclosure or Deductive Disclosure of an individual's identity from research material is a major concern of federal agencies, researchers, and Institutional Review Boards. If a person is known to have participated in ANY study or if information is known to be included in files or a database from which Identifiable Data were obtained, then a combination of his or her personal characteristics may allow someone to determine which data corresponds to that individual. Authorized Researchers and Institutions who receive any portion of Identifiable Data are obligated to protect the individual's confidential information from disclosure and Deductive Disclosure risk by strictly adhering to the obligations set forth in this Agreement and otherwise taking precautions to protect the Identifiable Data from non-authorized use.

III.   REQUIREMENTS OF AUTHORIZED RESEARCHERS

A.   Authorized Researchers must meet the following criteria:

  1.   Have principal investigator status at Institution.;

  2.   Have passed training in research ethics with human participants.

B.   The Authorized Researcher assumes the responsibility of completing the Databrary application and required documents, reports, and amendments. The Authorized Researcher agrees to responsibly manage and use Identifiable Data and non-identifiable data and to implement data security procedures.

C.   The Authorized Researcher will cite resources from Databrary in any publications or public presentations derived from those resources using citation formats Databrary suggests.

D.   The Authorized Researcher may sponsor researchers who do not qualify for PI status. Individuals so sponsored may be granted Sponsored Researcher status by Databrary if they are qualified. Authorized Researchers are responsible for monitoring and supervising the scientific conduct of Sponsored Researchers.

IV.   REQUIREMENTS OF INSTITUTION

The Institution must meet the following criteria:
A.   Be an institution of higher education, a research organization, a research arm of a government agency, or a nongovernmental, not for profit, agency.

B.   Have a demonstrated record of using Identifiable Data according to commonly accepted standards of research ethics and applicable statutory requirements.

VI.   TERMS OF DATA DEPOSIT

A.   <Organization Name> agrees to provide a copy of the data and related documentation to NYU on behalf of Databrary solely for the purposes described in this Agreement; NYU does not acquire any ownership in or rights to data hereby, but is permitted to use the data in order for Databrary to carry out its obligations under the Agreement.

B.   <Organization Name> shall notify Databrary and NYU of any conditions imposed by <Organization Name>'s Institutional Review Board (IRB) with regard to any data deposit thereof with NYU on behalf of Databrary. Upon notice by <Organization Name> to NYU, all such conditions shall be become incorporated into this Agreement. Should NYU be unable or unwilling to agree to such conditions, or violate the terms thereof, this Agreement shall terminate.

C.   Ownership of Data. <Organization Name> on behalf of the researchers it employs has implicit and explicit copyright to data it contributes and has the right to make it available through NYU on behalf of Databrary. <Organization Name> retains ownership of any data and retains full rights to use and distribute the data. This Agreement does not preclude the release of the data in other instances by <Organization Name>.

D.   Databrary may release the data or files derived therefrom to Authorized Researcher only under the terms of an Authorized Researcher Agreement, an agreement between NYU on behalf of Databrary and a Third-Party User.

VII.   MAINTENANCE AND ENFORCEMENT OF AUTHORIZED RESEARCHER AGREEMENT

A.   Databrary hereby agrees that it will maintain in confidence data with the same degree of care that NYU uses under routine NYU procedures for restricted-use classification. Databrary may not disclose the data to any third-party user except as provided by the Research Participant and other Persons Depicted in Recordings in the Permission To Share Agreement .

B.   NYU will administer the Authorized Researcher Agreement between NYU and Authorized Researcher, to include determination of Third-Party User and institutional eligibility, communication with Authorized Researcher, and enforcement of the restricted-use policies, as described in the Authorized Researcher Agreement. <Organization Name> will not participate in the administration of the Authorized Researcher Agreement, except in cases where NYU has notified <Organization Name> of a breach of an Authorized Researcher Agreement.

C.   <Organization Name> will not provide direct assistance to Authorized Researcher with respect to the Data; <Organization Name> will communicate with NYU to answer third-party user questions related to the data and format, but not questions related to Data interpretation and secondary analysis. <Organization Name> reserves the right to decline to address any question(s).

D.   Databrary will alert <Organization Name> in the event that an Authorized Researcher Agreement is breached by a third-party user. <Organization Name> reserves the right to take action against a third-party user if Databrary, NYU, <Organization Name>, or other parties have identified a breach of an Authorized Researcher Agreement, whether or not NYU takes action against the third-party user.

E.   NYU, to the extent allowed by the law, indemnifies and will hold <Organization Name> harmless for any disclosure of the data by NYU unless expressly authorized by the terms of this Agreement. NYU shall not use or disclose the data received from or on behalf of <Organization Name> except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by <Organization Name>. In the event that NYU should receive a request or demand, including by means of subpoena or other legal process for any or all of the data, or seeking information of whatever nature regarding this Agreement, the data, or any third party-user having entered into or who has sought to enter into a third-party Authorized Researcher Agreement, NYU shall immediately notify <Organization Name> thereof and give <Organization Name> the opportunity to oppose such request or demand.

VIII.   OBLIGATIONS OF DATABRARY

In consideration of the promises made in Section IX of this Agreement, Databrary agrees to:

A.   Provide access to the Identifiable Data requested by the Investigator in the Confidential Data Order within a reasonable time of execution of this Agreement by appropriate Databrary officials. Quantitative Confidential Data will be made available via the Virtual Data Enclave, a secure remote-access work space. Video files and accompanying metadata will be made available via the MET LDB online secure streaming system. Access to both requires proper authentication. Databrary will provide instructions on establishing user accounts within a reasonable amount of time after the execution of the agreement.

B.   Provide electronic documentation of the origins, form, and general content of the Confidential Data, in the same time period and manner as the Confidential Data.

Databrary MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE CONFIDENTIAL DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Investigator and Institution assume all liability for claims for damages against them by third parties that may arise from the use or disclosure of the Confidential Data.

IX.   OBLIGATIONS OF INVESTIGATOR, RESEARCH STAFF, AND INSTITUTION

Confidential Data provided under this Agreement shall be accessed by the Authorized Researcher or Sponsored Researcher, Research Staff, Participants, and Institution in strictest confidence and can be disclosed only in compliance with the terms of this Agreement. In consideration of the promises in Section ? of this Agreement, and for use of Confidential Data from Databrary, the Investigator, Research Staff, Participants, and Institution agree:

A. That the Confidential Data will be used solely for research or statistical purposes relative to the research project identified on the Application for Obtaining Confidential Data accompanying this Agreement, and for no other purpose whatsoever without the prior consent of Databrary. Further, no attempt will be made to identify private persons, no Confidential Data of private person(s) will be published or otherwise distributed, and Confidential Data will be protected against deductive disclosure risk by strictly adhering to the obligations set forth in this Agreement and otherwise taking precautions to protect the Confidential Data from non-authorized use.

B.   To supply Databrary with a completed online Application for Obtaining Confidential Data that will include the following:

      1.   A signed Agreement

      2.   A Research Plan describing inquiry and publications consistent with the objectives of the Measuring Effective Teaching Project to advance knowledge about effective teachers and teaching.

      3.   Data Security Plan

      4.   Confidential Data Order Summary specifying which files and documentation are requested

      5.   Supplemental Agreement with Research Staff signed by each Research Staff member

      6.   Pledges of Confidentiality for the Investigator and each Research Staff member and Participant

      7.   A copy of a document signed by the Institution's Institutional Review Board (IRB) approving or exempting the research project

      8.   Investigator curriculum vitae

C.   To comply fully with the approved Data Security Plan at all times relevant to this Agreement.

D.   That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement, as Investigator, Research Staff or Participant and who have executed this Agreement, be permitted access to the contents of Confidential Data files or any files derived from Confidential Data files.

E.   To not disclose or otherwise make available to current and former employees of the Charlotte-Mecklenburg Schools, Dallas Independent School District, Denver Public Schools, Hillsborough County Public Schools, Memphis City Schools, and New York City Department of Education ("School Districts") any Confidential Data derived from the School District for which they are a current or former employee. Investigators, Research Staff, and Participants must disclose to Databrary any current or past affiliations with the School Districts.

F.   That within one (1) business day of becoming aware of any unauthorized access, use, or disclosure of Confidential Data, or access, use, or disclosure of Confidential Data that is inconsistent with the terms and conditions of this Agreement, the unauthorized or inconsistent access, use, or disclosure of Confidential Data will be reported in writing to Databrary.

G. That, unless prior specific approval is received from Databrary, no attempt under any circumstances will be made to link the Confidential Data to any individual, whether living or deceased, or with any other dataset, including other datasets provided by Databrary.

H. To avoid inadvertent disclosure of private persons by being knowledgeable about what factors constitute disclosure risk and by using disclosure risk guidelines, such as but not limited to, the following guidelines in the release of statistics or other content derived from the Confidential Data.[1]

1.   No release of a sample unique for which only one record in the Confidential Data obtained through sampling (e.g., not a census) provides a certain combination of values from key variables. For example, in no table should all cases in any row or column be found in a single cell.

2.   No release of a sample rare for which only a small number of records (e.g., 3, 5, or 10 depending on sample characteristics) in the Confidential Data provide a certain combination of values from key variables. For example, in no instance should the cell frequency of a cross-tabulation, a total for a row or column of a cross-tabulation, or a quantity figure be fewer than the appropriate threshold as determined from the sample characteristics. In general, assess empty cells and full cells for disclosure risk stemming from sampled records of a defined group reporting the same characteristics.

3.   No release of a population unique for which only one record in the Confidential Data that represents the entire population (e.g., from a census) provides a certain combination of values from key variables. For example, in no table should all cases in any row or column be found in a single cell.

4.   No release of the statistic if the total, mean, or average is based on fewer cases than the appropriate threshold as determined from the sample characteristics.

5.   No release of the statistic if the contribution of a few observations dominates the estimate of a particular cell. For example, in no instance should the quantity figures be released if one case contributes more than 60 percent of the quantity amount.

6.   No release of data that permits disclosure when used in combination with other known data. For example, unique values or counts below the appropriate threshold for key variables in the Confidential Data that are continuous and link to other data from Databrary or elsewhere.

7.   No release of minimum and maximum values of identifiable characteristics (e.g., income, age, household size, etc.) or reporting of values in the "tails," e.g., the 5th or 95th percentile, from a variable(s) representing highly skewed populations.

8.   Release only weighted results if specified in the data documentation.

9.   No release of ANOVAs and regression equations when the analytic model that includes categorical covariates is saturated or nearly saturated. In general, variables in analytic models should conform to disclosure rules for descriptive statistics (e.g., see #7 above) and appropriate weights should be applied.

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[1] For more information, see the U.S. Bureau of the Census checklist. *Supporting Document*

Checklist on Disclosure Potential of Data, at www.census.gov/srd/sdc/S14-1_v1.3_Checklist.doc; NCHS Disclosure Potential Checklist at http://www.cdc.gov/nchs/data/NCHS%20Micro-Data%20Release%20Policy%204-02A.pdf; and *FCSM Statistical Policy Working Paper 22 (Second Version, 2005)* at http://www.fcsm.gov/working-papers/SPWP22_rev.pdf.

10.   In no instance should data on an identifiable case, or any of the kinds of data listed in preceding items 1-9, be derivable through subtraction or other calculation from the combination of tables released.

11.   No release of sample population information or characteristics in greater detail than released or published by the researchers who collected the Confidential Data. This includes but is not limited to publication of maps.

12.   No release of anecdotal information about a specific private person(s) or case study without prior approval.

13.   The above guidelines also apply to charts as they are graphical representations of cross- tabulations. In addition, graphical outputs (e.g., scatterplots, box plots, plots of residuals) should adhere to the above guidelines.

I. To mitigate the risk of disclosing identities or private information derived from the Confidential Information by following practices that include, but are not limited to the following:

1.   No streaming video from the Confidential Data may be captured on any computer or other medium.

2.   No excerpts, images or other derivatives from the Confidential Data may be published or disseminated in any way.

3.   No descriptions of individuals, activities, environments, or other aspects of the Confidential Data may be released in a way that would lead to identification of individuals. Information about objects in the Confidential Data (such as school, grade, subject) may not be included in presentations or publications if they may increase the risk of disclosure.   Special care should be used in describing attributes of individuals that in combination might uniquely identify an individual, such as school, grade, age, race, gender, "gifted," "special education," "English language learner," or physical attributes (height, weight, hair color, etc.).

4.   No anecdotal descriptions or verbatim transcripts may be released if they can be linked to information that increases the risk of identification of individuals.

5.   No information from quantitative and video objects in the Confidential Data may be linked for the purpose of identifying individuals.

6.   No identifying information revealed by individuals depicted in the Confidential Data may be recorded in any way. For example, names of persons, places, or events written on blackboards or spoken by an individual may not be written on paper or typed into a computer document.   This type of information may never be released in public presentations or publications. If there is any doubt about whether a research note may pose a disclosure risk, it should be created within the Virtual Data Enclave.

J.   That if the identity of any private person should be discovered, then:

1.   No use will be made of this knowledge;

2.   Databrary will be advised of the incident within five (5) business days of discovery of the incident;

3.   The information that would identify the private person will be safeguarded or destroyed as requested by Databrary; and

4.   No one else will be informed of the discovered identity..

K.   Unless other provisions have been made with Databrary, all access to the Confidential Data will be terminated on or before completion of this Agreement or within five (5) days of written notice from Databrary. Investigators requiring access to the Confidential Data beyond completion of this Agreement should submit a request for continuation three months prior to the end date of the Agreement.

L.   To ensure that the Confidential Data are managed and used in compliance with the terms and conditions of this Agreement and with all applicable statutes and regulations. Noncompliance with this Agreement by any Research Staff or Participant hereto shall be deemed noncompliance and a breach by Investigator and Institution for purposes of section ?? below.

M.   To notify Databrary of a change in institutional affiliation of the Investigator. Notification must be in writing and must be received by Databrary at least six (6) weeks prior to Investigator's last day of employment with Institution. Investigator's separation from Institution terminates this Agreement. Investigator may reapply for access to Confidential Data as an employee of the new institution. Re-application requires:

1.   Execution of a new Agreement for the Use of Confidential Data by both the Investigator and the proposed new institution;

2.   Execution of any Supplemental Agreement(s) with Research Staff and Pledges of Confidentiality by Research Staff and Participants at the proposed new institution;

3.   Preparation and approval of a new Data Security Plan; and

4.   Evidence of approval or exemption by the proposed new institution's IRB.

These materials must be approved by Databrary before Confidential Data or any derivatives or analyses may be accessed at the new institution.

N.   That if the Investigator who is changing institutions does not have the new agreement executed by the time they leave their institution, Databrary will temporarily deactivate the Investigator's account but will maintain the Investigator's profile to save their work during the transition.   Upon approval of the new RDCS online application, Databrary will reactivate the Investigator's account. If a new agreement is not executed within three (3) month, the Investigator's account will be deleted.

O.   That any books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Confidential Data or other resources provided by Databrary reference the bibliographic citation provided by Databrary in the study description.

P.   That use of the Confidential Data will be consistent with the Institution's policies regarding scientific integrity and human subjects research.

Q.   To respond fully and in writing within ten (10) working days after receipt of any written inquiry from Databrary regarding compliance with this Agreement.

XII.   TERM OF OBLIGATIONS.

All obligations under this Agreement shall be perpetual. <Organization Name> intends for NYU to: 1) preserve the data in the NYU/Databrary repository in perpetuity and 2) disseminate the data to users under an Authorized Researcher Agreement. However, <Organization Name> or NYU may cancel this agreement with written notice. In the event of cancellation by <Organization Name> or NYU, NYU will immediately cease dissemination of the data and terminate all Authorized Researcher Agreements involving the data, allowing three months after written notification of cancellation to provide time for current Authorized Researcher of the data to be notified and to return the data, as outlined in the Authorized Researcher Agreement.

XIII.   ENTIRE AGREEMENT/AMENDMENTS/WAIVER.

Each party agrees that this written Agreement embodies the entire understanding between <Organization Name> and NYU and supersedes and replaces any and all prior understandings, negotiations, arrangements, and agreements, whether oral or written, relating to such data. No amendment or modification of this Agreement shall be effective unless made or agreed to in writing by authorized representatives of both parties hereto. Failure by either party hereto to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

XIV.   GOVERNING LAW.

This Agreement shall be governed by, interpreted, enforced and construed in accordance with the laws of the State of New York.

XV.   Headings/Counterparts.

The headings in this Agreement are for convenience of reference only and shall not affect its interpretation. This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

A.   The Institution will treat allegations by Databrary or other parties of violations of this Agreement as allegations of violations of its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Institution will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.

B.   In the event Investigator or Institution breaches any provision of this Agreement, they shall be jointly and severally responsible to promptly cure the breach and mitigate any damages. Investigator and Institution hereby acknowledge that any breach of the confidentiality provisions herein may result in irreparable harm to Databrary not adequately compensable by money damages. Investigator and Institution hereby acknowledge the possibility of injunctive relief in the event of breach, in addition to money damages. In addition, Databrary may:

1. Terminate this Agreement upon notice and terminate access to the Confidential Data and any derivatives thereof;

2. Deny Investigator future access to Confidential Data; and/or

3. Report the inappropriate use or disclosure to the appropriate federal and private agencies or foundations that fund scientific and public policy research.

C.   Institution agrees, to the extent permitted under the law, to indemnify, defend, and hold harmless The University of NYU, Databrary, RAND Corporation, Bill & Melinda Gates Foundation, and the sources of Confidential Data from any or all claims and losses accruing to any person, organization, or other legal entity as a result of Investigator's, Research Staff's, Participant's, and/or Institution's acts, omissions, or breaches of this Agreement.

XVI.   CONFIDENTIALITY

The Institution is considered to be a contractor or cooperating agency of Databrary; as such, the Institution, the Investigator, and Research Staff are authorized to protect the privacy of the individuals who are the subjects of the Confidential Data by withholding their identifying characteristics from all persons not connected with the conduct of the Investigator's research project. Identifying characteristics are considered to include those data defined as confidential under the terms of this Agreement.

XVII.   INCORPORATION BY REFERENCE

All parties agree that the following documents are incorporated into this Agreement by reference:

A.   The Application for Obtaining Confidential Data

B.   A copy of the Institution's IRB approval or exemption of the Research Project

C.   The Data Security Plan proposed by the Investigator and approved by Databrary

XVIII. MISCELLANEOUS

A.   All notices, contractual correspondence, and return of data under this Agreement on behalf of the Investigator shall be made in writing and delivered to the address below:

Address

B.   This agreement shall be effective for 24 months from execution.

C.   The respective rights and obligations of Databrary and Investigator, Research Staff, and Institution pursuant to this Agreement shall survive termination of the Agreement.

D.   This Agreement may be amended or modified only by the mutual written consent of the authorized representatives of Databrary and Investigator and Institution. Investigator's research project, Data Security Plan, Research Staff, or Participants may be amended or modified only by submitting such amendments or modifications to the RDCS and receiving approval from the authorized representatives of Databrary. This Agreement may be extended only by submitting an extension request to the RDCS and receiving approval from the authorized representatives of Databrary. Investigator and Institution agree to amend this Agreement to the extent necessary for Databrary to comply with the requirements of any applicable regulatory authority.

E.   The persons signing this Agreement have the right and authority to execute this Agreement, and no further approvals are necessary to create a binding agreement.

F.   The obligations of Investigator, Research Staff, Participants, and Institution set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of Databrary.

Authorized Researcher and Institutional Signatures

Authorized Researcher	Institutional Representative

_____   _____
SIGNATURE   DATE   SIGNATURE   DATE

_____   _____
NAME TYPED OR PRINTED   NAME TYPED OR PRINTED

_____   _____
TITLE   TITLE

_____   _____
INSTITUTION   INSTITUTION

_____   _____
BUILDING ADDRESS   BUILDING ADDRESS

_____   _____
STREET ADDRESS   STREET ADDRESS

_____   _____
CITY, STATE, ZIP   CITY, STATE, ZIP

Representative of Databrary	Representative of University of NYU

_____   _____
SIGNATURE   DATE   SIGNATURE   DATE

_____   _____
PRINTED NAME AND ARCHIVE   PRINTED NAME AND TITLE

Attachment A: Data Security Plan

All of the following computer and data security requirements and procedures are required to be implemented as part of this Agreement:

- You must password protect the computer that is used to access the MET Longitudinal Database.
- Under no circumstances may you share or give your MET Longitudinal Database username and password to anyone, and this includes not sharing them with other members of your project team or your organization's IT staff. Passwords must not be stored on a computer in electronic or written form. Software password storage programs may not be used.
- Since the MET Longitudinal Database is administered by Databrary, University of NYU you should not contact the IT staff at your organization with questions about the MET Longitudinal Database. (You may contact your organization's IT staff if you need help installing the VM client software to access the MET Longitudinal Database. Your organization's IT staff should never be allowed to access the MET Longitudinal Database or any Confidential Data.)
- Under no circumstances can any unauthorized person be allowed to access or view Confidential Data within the MET Longitudinal Database.
- The MET Longitudinal Database may only be accessed within the designated Project Office (as listed in the Application) using only the approved computer and assigned IP address.
- Unauthorized persons will not be allowed inside the designated Project Office when an authorized project team member is logged into the MET Longitudinal Database. While logged into the MET Longitudinal Database, the security protocol specified in the Application will be followed.
- You must not allow the computer monitor to display MET Longitudinal Database content to any unauthorized person. The computer monitor display screen must not be visible from open doors or through windows.
- You must set the computer to activate a password protected screen saver after three minutes of inactivity.
- If you are logged into the MET Longitudinal Database and you leave your computer, you must "disconnect" or "logoff" from the MET Longitudinal Database. (Disconnecting from the MET Longitudinal Database will leave any open programs running, but closes the connection to the MET Longitudinal Database. Logging off of the MET Longitudinal Database closes the connection and terminates all programs that are running.)
- All Confidential Data must be kept within the MET Longitudinal Database:
    - You must not duplicate or copy the data (e.g., you must not retype and/or use non-technical ways of copying the data, such as handwritten notes).
    - You must not take screenshots, photographs, or videos of the displayed Confidential Data or statistical outputs.
    - You must not type or record the Confidential Data or results from the data onto your PC or onto some other device or media.
- You must protect all hardcopy documents related to the Confidential Data such as research notes. Such hardcopy documents must be kept in locked drawers or cabinets when not in use.
- Prior to a disclosure review and approval by Databrary, neither you nor any project team member may talk about or discuss any Confidential Data or results from the MET

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Longitudinal Database in non-secure or public locations. These discussions cannot occur where an unauthorized person could eavesdrop.

- You must submit all statistical outputs/results from the MET Longitudinal Database to Databrary for a disclosure review prior to sharing or giving such outputs to unauthorized persons. You also agree to revise or alter such outputs as required by Databrary in order to minimize disclosure risk prior to Databrary approving these outputs for dissemination to unauthorized persons.
- You may only disseminate aggregated information from the Confidential Data to unauthorized persons after you obtain clearance to do so through the Databrary disclosure review process.

Attachment B

Supplemental Agreement with Research Staff

1. The undersigned Research Staff, in consideration of their use of these Confidential Data, agree:
    a. That they have read the associated Agreement for the Use of Confidential Data.
    b. That they are "Research Staff" within the meaning of the Agreement.
    c. To comply fully with the terms of the Agreement, including the Data Security Plan.

2. The undersigned Authorized Researcher agrees that the persons designated herein are Research Staff within the meaning of the associated Agreement for the Use of Confidential Data.

3. Authorized Researcher ensures that all Research Staff sign a Supplemental Agreement and an individual Pledge of Confidentiality.

Research Staff Name:

Research Staff Electronic Signature:

Date Signed:

Authorized Researcher Name:

Authorized Researcher Electronic Signature:

Date Signed:

Attachment C. Research Staff Pledge of Confidentiality

Pledge of Confidentiality

By virtue of my affiliation with this research project I have access to Confidential Data identified in this Agreement. I understand that access to this Confidential Data carries with it a responsibility to guard against unauthorized use and to abide by the Data Security Plan. To treat information as confidential means to not divulge it to anyone who is not a party to the Agreement for the Use of Confidential Data, or cause it to be accessible to anyone who is not a party to that Agreement.

I agree to fulfill my responsibilities on this research project in accordance with the following guidelines:

1. I agree not to permit Confidential Data access to anyone not a party to the Agreement for the Use of Confidential Data.
2. I agree to not attempt to identify private persons as defined in the Agreement for the Use of Confidential Data.
3. I agree that in the event an identity of any private person is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise the Authorized Researcher of the incident who will report it to Databrary, (c) safeguard or destroy the information as directed by the Authorized Researcher after consultation with Databrary, and (d) not inform any other person of the discovered identity.

Authorized Researcher or Research Staff Name:

Authorized Researcher or Research Staff Electronic Signature:

Data Signed:

Attachment D. Participant Pledge of Confidentiality

Pledge of Confidentiality

As a Participant in this research project I have access to Confidential Information, which may be videos, images, documents, or other in other formats.   I understand that participation in this research project carries with it a responsibility to protect the privacy of the individuals who provided Confidential Information.

I agree to fulfill my responsibilities on this research project in accordance with the following guidelines:

1. I agree not to permit access to Confidential Information to anyone.

2. I agree not to discuss any aspect of Confidential Information with anyone except the Authorized Researcher and Research Staff of this project.

3. I agree to view videos, documents, and other Confidential Information only under secure conditions approved by the Authorized Researcher or Research Staff. For example, I will not view videos in a public location where someone might be able to see my computer screen.

4. I agree not to attempt to identify any persons depicted or described in Confidential Information.

5. I agree that if I recognize or discover the identity of a person in Confidential Data, I will (a) make no use of this knowledge, (b) advise the Research Staff of the incident, (c) safeguard or destroy the information as directed by the Research Staff, and (d) not inform any other person of the discovered identity.

6. I agree to immediately report any incident involving Confidential Information to

    [Authorized Researcher's name and contact information]

Name:

Signature:

Data Signed:

Attachment E

Confidential Data Order Summary

Authorized Researchers may request one or all of the following three collections from the MET Longitudinal Database. Authorized Researchers will be provided access to the data collections required to accomplish their research plan.

1. MET Sample Analytical files
    a. Teacher level files: Teacher characteristics, surveys, knowledge assessments, video scores
    b. Section level files: Value added measures, summary measures from supplemental student assessments (BAM, ACT, SAT-9), summary measures from observation session scores (PLATO, MQI, CLASS, FFT, QST, UTOP)
    c. Student level files: supplemental student assessments (BAM, ACT, SAT-9), student perception surveys
    d. Observation session files: observation session scores (PLATO, MQI, CLASS, FFT, QST, UTOP)
    e. Teacher working conditions survey
    f. Survey of Enacted Curriculum
    g. Principal survey

2. Student assessment scores and characteristics supplied by school districts

3. Classroom observation videos