



## Confidentiality Agreement

Requesters shall comply with the following conditions:

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### Key Definitions:

- “Confidential Information” means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, Student Data and all PPSD student records and personnel records.
- “District Information” means all information, in any form, furnished or made available directly or indirectly to the Requester by PPSD or otherwise obtained by the Requester from PPSD in connection with this Agreement, including all information of PPSD or any PPSD affiliates to which the Requester has had or will have access, whether in oral, written, graphic or machine-readable form.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party. Neither party shall possess or assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof [including, without limitation, any District Information (as defined below)], will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of the Requester, its employees or agents.

The requester acknowledges and agrees that PPSD’s Confidential Information includes confidential student and employee information that is protected by applicable law, including but not limited to, FERPA and the so-called Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, its implementing regulations and other applicable laws and regulations (“HIPAA”). The Requester agrees to comply, and agrees to require its personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information.

During the course and scope of its services, the Requester will gain knowledge of or have access to, including electronic access to, or otherwise have disclosed to it, Student Data and other Confidential Information, and the Requester understands that such access or disclosure is made only to the extent necessary to perform its research, and the Requester and its personnel will use Confidential Information for no other purpose. The Requester will disclose Student Data and other Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of the research.

The Student Data will not be accessible by any person other than the Requester personnel who require such access in order to conduct research activities. The Requester shall conduct research in a manner that does not permit personal identification of parents and students by anyone other than personnel of the Requester.

Neither the Requester nor any of its personnel may release research data or results if such data include district- or state-identifiable data or results of the evaluation of services unless written approval is provided by PPSD on a case-by-case basis.

The requester shall destroy all Confidential Data when no longer needed.

I, the undersigned, understand and agree to:

- Utilize the information disclosed to me solely for the purpose of completing the scope of work set forth in this data release request form.
- Securely maintain confidential information and not reveal it to clients, colleagues, or others with whom I interact without procuring the necessary releases or authorizations.

**By signing this document, I am agreeing to comply with all regulations and laws established to protect confidential information. I understand that accessing or releasing confidential information and/or records or causing this to occur outside the course of my assigned duties would constitute a violation of this agreement. I understand that proven violation of this agreement can result in termination of my access to information and may result in personal action being taken against me.**

Name

Title

Organization

Signature

Date

# Student Sponsoring Professional Assurance

The following needs to be completed if the requesters are classified as students.

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Any undergraduate or post-graduate student intern or student proposing to conduct a research study must have a sponsoring professional sign the following assurance. A sponsoring professional includes the requester's professor, the chairperson of an advisory committee, or other professional person sponsoring the research or supervising the intern.

I am familiar with the proposed study and judge that the researcher/intern submitting this proposal is professionally qualified to undertake this investigation. Further, the research design and methodology are valid and appropriate.

Supervisor Name

Signature

Date

Position

Sponsoring Org.

Supervisor Phone Number

Supervisor Email Address