



# Hawai'i Data eXchange Partnership Confidentiality & Security Agreement

(For individual-level data)

*To be completed by all individuals who will have access to the data received from Hawai'i Data eXchange Partnership, as described in the Data Request Form that this Agreement accompanies.*

## Data User & Project Information:

Name: \_\_\_\_\_

Position Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Department/Unit: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell: \_\_\_\_\_

Project Name: \_\_\_\_\_

I understand that I am being provided access to confidential and protected information for the purposes of my project. Examples of protected data include, but are not limited to, individual-level personally identifiable information, academic records (e.g., grades, academic standing, degree/certificate outcomes), financial records (e.g., financial aid, employment, and Federal forms), unemployment insurance wage data, and other data types approved for your use by the Hawai'i Data eXchange Partnership ("Hawai'i DXP," formerly known as the P20W Statewide Longitudinal Data System or P20W SLDS). This information may be in electronic or paper format, or may be obtained through verbal interaction (e.g., face-to-face, telephone).

1. I agree that the de-identified, individual-level records provided for my project are strictly confidential and protected under the applicable Federal and State laws, and Hawai'i DXP Partner privacy and confidentiality policies, which include but are not limited to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g and 34 CFR Part 99); Individuals with Disabilities Education Act (20 U.S.C. 1400, and 34 CFR part 300); Hawai'i Administrative Rules (HAR) § 8-34 as related to the Hawai'i State Department of Education; 20 CFR Part 603 and HAR § 12-5 as related to labor; HAR § 20-20, University of Hawai'i ("UH") Executive Policy EP 2.214, and UH Administrative Procedure AP 7.022, as related to UH; and HRS chapter 487N as related to security breaches.
2. I agree that in my use of data from Hawai'i DXP, I will have access to and view private and confidential information of individuals, and that under Federal, State, and internal Hawai'i DXP Partner policies, these records are protected from disclosure to any party other than the individuals listed as having access to the data per my submitted Hawai'i DXP Data Request Form. I agree to maintain the security of and control access to the data, and maintain privacy and confidentiality of all records for the duration of my project.
3. Use of any data sent to me from Hawai'i DXP is only for the specific, agreed-upon purpose detailed in my data request that has been approved by Hawai'i DXP. Any use of the data outside of this purpose will require a new data request or otherwise be considered a violation of this agreement.
4. I will report all results in aggregate, adhering to Hawai'i DXP privacy and confidentiality policies and best research practices to protect the privacy and confidentiality of all individuals, including the use of best practices in the suppression or masking of data for small cell sizes (i.e., < 10 for education data, < 5 for workforce data).



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5. I will ensure individual confidentiality is maintained in all my work products that use data from Hawai'i DXP (e.g., internal reports, grant proposals, working papers, published academic papers). I will cite Hawai'i DXP in all publications as the official data source (i.e., "Hawai'i P-20 Partnerships for Education, with data provided by its Hawai'i Data eXchange Partnership division").
6. I will provide Hawai'i DXP with a copy of my finished product and allow Hawai'i DXP a 10-business day review and comment period before it is shared with a party other than the individuals listed as having access to the data per my submitted Hawai'i DXP Data Request Form. I will deliver the copy of my product to Hawai'i DXP via email or postal mail at the address provided to me.
7. I will destroy all copies of individual-level data received from Hawai'i DXP and individual-level information derived from analyses of that data even if in de-identified format – whether in electronic or hard copy format or stored in files, directories, or computer or other electronic storage – within 90 days of the date I have indicated to Hawai'i DXP as my project completion date. I will confirm destruction by signing and submitting a certification of data destruction form to Hawai'i DXP. My project is subject to audit or periodic review.

For data being used in government reporting (e.g., for compliance reporting): due to data retention requirements, I will maintain this data in a secure manner for a period that may extend beyond the life of my project/grant and certify data destruction within 90 days of the end of the associated audit period if applicable. I will be held responsible in cases such as a data breach.

If I will no longer be responsible for the data, I will confer responsibility for secure maintenance of the data and data destruction to another individual within my department/unit and inform Hawai'i DXP together with the individual's contact information.

If needed, including if a no-cost extension is awarded for my project/grant, I will submit a request for project extension.

8. I will report any misuse of data, as defined by the Hawai'i DXP Data Governance Policy (see "Misuse of Data from DXP" section in the following link, [http://hawaiidxp.com/files/HawaiiDXP\\_Data\\_Governance\\_Policy.pdf](http://hawaiidxp.com/files/HawaiiDXP_Data_Governance_Policy.pdf)) and pursuant to any of the aforementioned laws and policies, to Hawai'i DXP immediately.
9. If I am found responsible for any violations of this agreement, my actions may result in, at a minimum, being denied access to any data from Hawai'i DXP for a period of five years.

*By affixing my signature below, I acknowledge that I have read, understand, and agree to all that is contained in this Confidentiality & Security Agreement:*

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Signature

Date