

DATA SHARING AGREEMENT

This Data Sharing Agreement (hereinafter “DSA”) is made and entered into this **Date (month, day year)**, by and between The Charlotte-Mecklenburg Board of Education (the “Board” or “CMBE” or “CMS”) and **Researcher/Research Company Name** (hereinafter “Researcher”).

RECITALS

WHEREAS, the Board desires to better serve children and improve educational opportunities and instruction within CMS;

WHEREAS, Researcher has agreed to conduct research through the “**Name of Study**” study in order to assist the Board with better serving and improving educational opportunities for children within CMS;

WHEREAS, in light of the desires of both parties, the Board and Researcher will work cooperatively together to implement the study, “**Name of Study.**”

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein, the parties hereto agree as follows:

AGREEMENT

A. The Board Agrees to the Following Obligations:

1. To provide the following information to Researcher:
 - a. **List data specific variables**
2. To provide Researcher with access to **specify – teachers, staff, etc.:**
 - a. The Board will provide Researcher with access to staff to clarify any questions regarding the information provided.
3. To allow Researcher to access data:
 - a. The Board will provide the data to Researcher identified in Section A, subsections (1) through (2), by providing access to CMBE staff familiar with the requested data.

B. Researcher Agrees to the Following Obligations:

1. Researcher’s staff who will have direct, in-person contact with CMS students will apply for CMS clearance at: <https://www.cmsvolunteers.com/>.
2. Researcher will ensure confidentiality of data by ensuring the following:
 - a. All electronic data storage and analysis will be restricted to secure, password-protected computers;

- b. All electronic data collected from the Board must only be used for the purposes outlined in this DSA; and
- c. Access to all electronic data gathered shall be made available only to those individuals on Researcher's staff with a need to know, and Researcher should take steps to maintain the confidentiality of the electronic data at all stages of the study.

3. Disclosure of results of analysis:

- a. Data are being collected as part of a study. No separate analysis relating to CMBE will be conducted and no information about CMBE will be reported. [REDACTED] shall provide the analysis of any data gathered as a result of this DSA to the CMBE Office of Accountability and Center for Research and Evaluation staff, prior to disclosing it to any other source
- b. Researcher shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this DSA, and will not, without the prior consent of the other party, disclose any findings or analysis derived from such non-public information other than (i) summary data that does not identify any individual person including expenditure patterns, and expenditure per pupil or category of pupil calculated using the methodology of such party, (ii) data and analysis of such summary data used to promote the educational and research purposes of such party, including, without limitation, such data and analysis in a database designed to compare expenditure patterns across school districts and (iii) data and findings that have been made publicly available without breaching any of the disclosing party's confidentiality obligations.
- c. Researcher shall not disclose the identity of the district, school(s), or individual(s) in any online or print publications or presentations.
- d. If requested, researcher will present final report to Research Review Panel and other relevant CMS staff either in person or video conference within 6 months of completion and/or submission of study report.

4. Parent Consent:

- a. The organization maintains active parent consent on the identifiable student level data requested.

C. Duration of the DSA

1. Term

- a. This DSA will become effective immediately upon execution and shall terminate one (1) year from the date of execution or as otherwise specified.

- b. Prior to the termination date, this DSA may be terminated by either party, upon ten (10) days' written notice to the non-terminating party.
- c. Personally identifiable data will be destroyed when no longer needed for matching. Researcher will not disclose personally identifiable data to a 3rd party.

2. Survival of Confidentiality

- a. The provisions regarding the confidentiality of CMBE data shall survive the term of this DSA.

D. General Terms and Conditions

- 1. The obligations herein assumed by the parties shall be governed by the laws of the State of North Carolina.
- 2. The parties agree that each party shall bear its own costs, if any, in connection with the execution of their respective duties/obligations undertaken pursuant to this DSA.
- 3. The parties hereto agree that they are independent of each other and neither party shall be deemed an employee, servant, agent, partner or joint venturer of the other and nothing in this DSA shall be construed to make the parties employees, servants, agents, partners or joint ventures of the other party.
- 4. For purposes of sending reports and/or notices, it shall be accomplished, if sent, via U.S. Mail, return receipt requested, postage prepaid or courier service, as follows:

If to the Board:

To: Frank D. Barnes
Chief Equity Officer
Charlotte-Mecklenburg Schools
600 East Fourth Street, Fifth Floor
Charlotte NC 28202

If to Researcher:

To: Name
Address

- 5. This DSA may be amended or modified upon the mutual written consent of both parties.
- 6. The parties agree to the additional terms and conditions that are attached hereto and incorporated herein, which are labeled as "Attachment A." If there is any conflict between the general terms and conditions as identified herein-above and

Attachment A, then the applicable term and/or condition identified in Attachment A shall supersede any such conflicting provision contained herein.

Frank D. Barnes
Chief Equity Officer
Charlotte-Mecklenburg Schools

Date

Researcher Name
Researcher Title
Organization

Date

Attachment A

Standard Terms and Conditions

1. **Compliance with All Laws.** Researcher warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
2. **Registered Sex Offenders.** Researcher acknowledges that CMBE Policy ADDA, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMBE Property. Researcher expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from CMBE Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. "CMBE Property" includes all property owned or operated by the Charlotte-Mecklenburg Board of Education, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by CMS. If Researcher, any of Researcher's employees, or any of Researcher's subcontractors or employees of subcontractors will have any direct interaction with students, then Researcher or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on CMBE Property.
3. **Indemnification.** Researcher shall indemnify and hold harmless CMBE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Researcher's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Researcher's performance or lack of performance of the terms and conditions of the DSA.
4. **Insurance.** Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Researcher certifies that it currently has and agrees to purchase and maintain during its performance under the DSA the following insurance from one or more insurance companies acceptable to CMBE and authorized to do business in the State of North Carolina: Automobile - Researcher shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Researcher shall maintain commercial general liability insurance that shall protect Researcher from claims of bodily injury or property damage which arise from performance under the DSA. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Researcher, Researcher shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Researcher shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Researcher to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Researcher or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the DSA and shall be grounds for immediate termination of the DSA.

5. **Termination for Convenience.** In addition to all of the other rights which CMBE may have to cancel this DSA, CMBE shall have the further right, without assigning any reason therefore, to terminate any work under the DSA, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from CMBE to Researcher.
6. **Termination for Default.** CMBE may terminate the DSA, in whole or in part, immediately and without prior notice upon breach of the DSA Contract by Researcher.
7. **Contract Transfer.** Researcher shall not assign, subcontract or otherwise transfer any interest in the DSA without the prior written approval of CMBE.
8. **Contract Personnel.** Researcher agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the DSA.
9. **Key Personnel.** Researcher shall not substitute for key personnel (defined as those individuals identified by name or title in the DSA or in written communication from Researcher) assigned to the performance of the DSA without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the DSA).
10. **Contract Modifications.** The DSA may be amended only by written amendment duly executed by both CMBE and Researcher. However, minor modifications may be made by CMBE Project Coordinator to take advantage of unforeseen opportunities that do not change the intent of the DSA or the scope of Researcher 's performance. Minor modifications to the DSA must be recorded in writing and signed by both the CMBE Project Coordinator and Researcher, and placed on file with the DSA.
11. **Advertisement.** The DSA will not be used in connection with any advertising by Researcher without prior written approval by CMBE.
12. **Nondiscrimination.** During the performance of the DSA, Researcher shall not discriminate against or deny the DSA's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
13. **Conflict of Interest.** Researcher represents and warrants that no member of CMBE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the DSA, subcontract or other agreement related to the DSA is in a position to influence or has attempted to influence the making of the DSA, has been involved in making the DSA, or will be involved in administering the DSA. Researcher shall cause this paragraph to be included in all memorandums of understanding, agreements, subcontracts and other agreements related to the DSA.
14. **Gratuities to CMBE.** The right of Researcher to proceed may be terminated by written notice if CMBE determines that Researcher, its agent or another representative offered or gave a gratuity to an official or employee of CMBE in violation of policies of CMBE.
15. **Kickbacks to Researcher.** Researcher shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a CMBE contract or in connection with a subcontract relating to a CMBE contract. When Researcher has grounds to believe that a violation of this clause may have occurred, Researcher shall promptly report to CMBE in writing the possible violation.
16. **Monitoring and Evaluation.** Researcher shall cooperate with CMBE, or with any other person or agency as directed by CMBE, in monitoring, inspecting, auditing or investigating activities related to the DSA. Researcher shall permit CMBE to evaluate all activities conducted under the DSA. CMBE has the right at its sole discretion to require that Researcher remove any employee of Researcher from CMBE Property and from performing services under the DSA following provision of notice to Researcher of the reasons for CMBE's dissatisfaction with the services of Researcher's employee.

17. **Financial Responsibility.** Researcher is financially solvent and able to perform under the Contract.
18. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Researcher to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. CMBE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the DSA.
19. **Confidential Information.** Student Information: If, during the course of Researcher 's performance of the DSA Researcher should obtain any information pertaining to the students' official records, Researcher agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The DSA shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the DSA. Employee Personnel Information: If, during the course of Researcher's performance of the DSA, Researcher should obtain any information pertaining to employees of CMBE's personnel records, Researcher agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Researcher agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Researcher in connection herewith or procured, developed, produced, manufactured or fabricated by Researcher in connection herewith or procured, developed, produced, manufactured or fabricated by Researcher in connection with Researcher's performance hereunder (collectively, "Information"). Researcher shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Researcher shall not, without the prior written consent of CMBE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Researcher hereunder, and/or (b) any technical knowledge or information of Researcher which Researcher shall have disclosed or may hereafter disclose to CMBE in connection with the goods or other performance covered by the DSA shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the DSA.
20. **Intellectual Property.** Researcher agrees, at its own expense, to indemnify, defend and save CMBE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that CMBE's use, possession or sale of the goods or services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
21. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Researcher for breach of contract in connection with the DSA, any amount awarded shall not bear interest either before or after any judgment, and Researcher specifically waives any claim for interest.
22. **Background Checks.** At the request of CMBE's Project Coordinator, Researcher (if an individual) or any individual employees of Researcher shall submit to CMBE criminal background check and drug testing procedures.

23. **Mediation.** If a dispute arises out of or relates to the DSA, or the breach of the DSA, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. **No Third Party Benefits.** The DSA shall not be considered by Researcher to create any benefits on behalf of any third party. Researcher shall include in all contracts, subcontracts or other agreements relating to the DSA an acknowledgment by the contracting parties that the DSA creates no third party benefits.
25. **Force Majeure.** If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of CMBE.
26. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by CMBE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Researcher pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Researcher which Researcher shall have disclosed or may hereafter disclose to CMBE shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.
27. **Strict Compliance.** CMBE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. **General Provisions.** CMBE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Researcher hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Researcher may not assign, pledge, or in any manner encumber Researcher's rights under this DSA, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.
29. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the DSA, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the DSA.