



# Hawai'i Data eXchange Partnership Confidentiality Agreement For De-Identified, Individual-Level Data

*The Hawai'i Data eXchange Partnership Confidentiality Agreement ("Agreement") must be completed by all individuals who will have access to de-identified, individual-level data from the Hawai'i Data eXchange Partnership (DXP), as described in the Data Request Form this Agreement accompanies.*

**All projects are subject to audit or periodic review. Approval to access de-identified data through the DXP data request process does not transfer the ownership of data. Ownership of DXP data resides with the agency or program that provided the data to the DXP.**

### 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, de-identified individual-level data, 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 project by the DXP. This information may be in electronic or paper format, or may be obtained through verbal interaction (e.g., face-to-face, telephone). Thus:

1. I agree that the individual-level records lent for my project are strictly confidential and protected under the applicable Federal and State laws, and 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; University of Hawai'i ("UH") Executive Policy EP 2.214, and UH Administrative Procedure AP 7.022, as related to UH; HRS chapter 487N as related to security breaches; and any federal, state or internal Partner statutes that govern the data for my project.
2. I agree that in my use of data from the DXP, I will view and have access to protected and confidential information of individuals, and that under Federal, State, and internal 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 will maintain privacy and confidentiality of all records for the duration of my project. **I will not attempt to re-identify individuals in the dataset(s).**
3. I agree to follow all security provisions as noted under Section C. Management of Data of the data request for my project. This includes methods, such as using passwords, to protect the data both from unauthorized access during transmission and while I am storing for the duration of my project. Data will be protected whether in electronic or printed out in paper form.
4. Use of any data lent to me from the DXP is only for the specific, agreed-upon purpose detailed in my data request that has been approved by the 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.



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5. I will report all results in aggregate, adhering to 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).
6. I will ensure individual confidentiality is maintained in all my work products that use data from the DXP (e.g., internal reports, grant proposals, working or white papers, published academic papers). I will cite the DXP in all publications as the official data source, i.e., "Hawai'i P-20 Partnerships for Education. (YEAR). Data provided by the Hawai'i Data eXchange Partnership (DXP IDxxx)".
7. I will provide the DXP with a copy of my finished product and allow the 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 DXP Data Request Form. I will deliver the copy of my product to the DXP via email or postal mail at the address provided to me.
8. I will destroy all copies of individual-level data received from the DXP and individual-level information derived from analyses of that data even if in de-identified format – whether in electronic or hard copy format – within 30 days of the date I have indicated to the DXP as my project completion date. I will confirm destruction by signing and submitting a Certification of Data Destruction form to the DXP. I understand non-compliance will be treated as a case of data misuse.
  - a. Should data be used for government reporting (e.g., compliance reporting such as annual performance reports) that have a multi-year data retention requirement, I will either: 1) maintain this data in a secure manner for a period that may extend beyond the life of my project/grant; or 2) return the data to the DXP to archive until the multi-year data retention period has ended.
9. If my role and/or responsibilities for this project changes (e.g., due to staff turnover), I will transfer responsibility for the data to a qualified individual in my organization who will submit a new Hawai'i Data eXchange Partnership Confidentiality Agreement to the DXP.
10. I understand that the DXP reserves the right to require data destruction at any time, without cause. I will comply with any request to destroy the data I received from Hawai'i P-20 Partnerships for Education, on behalf of the DXP as Managing Partner, and will complete a Certification of Data Destruction form within 10 calendar days of being notified that DXP approval has been revoked.
11. I have read the DXP Data Misuse Process (downloadable at <https://www.hawaiidxp.org/about/governance-structure/>), and will report any misuse of data as outlined in the process and/or pursuant to any of the aforementioned laws and policies, to the DXP immediately.
  - a. I understand data misuse also includes the theft or loss of data (e.g., due to a lost or stolen portable device) and will report such incidents to the DXP immediately.
12. 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 the DXP for a period of five years. Additionally, I understand that I may be held responsible for financial costs related to mitigating severe adverse effects of the unauthorized use or re-disclosure of data should I fail to notify the DXP of data misuse incident(s) in a timely manner.

*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