ATTACHMENT A

DATA SHARING AGREEMENT

1. This Data Sharing Agreement ("Agreement") is made by and between _____("Consultant"), _____ and the Kentucky Community and Technical College System, ("Institution"), 300 North Main Street, Versailles, KY 40383.

2. The terms of this Agreement shall commence on [INSERT DATE] and expire on [INSERT DATE]. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. Upon termination or expiration of this agreement, Institution shall provide written instructions to the Consultant to dispose of or return confidential information to the Institution.

3. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Institution designates Consultant an "authorized representative" pursuant to 20 U.S.C. 1232g(b)(1)(C) and 34 C.F.R. 99.31(a)(3). Consultant and the Institution shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.

4. "Confidential Information" shall include any personally identifiable employee information, as that term is defined 34 C.F.R. § 99.3.

5. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

6. The Institution may disclose Confidential Information to Consultant for the purpose of conducting services on behalf of the institution. Further disclosure by Consultant of any Confidential Information released to Consultant by the Institution is prohibited by this Agreement.

7. Consultant shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers, or agents except those individuals who have been authorized by Consultant to use the information as a component of their project assignment(s). The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of the Institution who are authorized to have access to the Confidential Information.

8. Institution will disclose the following aggregate data to Consultant under this Agreement:
   a. employee name
   b. address
   c. email address
   d. telephone number
   e. date of birth
   f. dates of employment

g. other information as required for enrollment process. This may include protected identifying information and/or protected health information.

Institution shall not disclose the information of students who have a documented request to opt out of the release of directory information under FERPA. Institution may share additional aggregate data with Consultant upon mutual agreement of the Parties. However, no personally identifiable information will be disclosed to Consultant without a signed written amendment to this Agreement.

9. Consultant agrees to use Confidential Information provided by the only for the purposes of the _____ project or any other projects for which it is contracted with the Institution.

10. Consultant understands that the Confidential Information is protected under state and federal law and agrees to immediately notify the Institution within 24 hours if any of the Confidential Information is disclosed, either intentionally or inadvertently.

11. Consultant agrees to protect Confidential Information in such a manner that it will be disclosed only to Consultant staff whose duties under this Agreement specifically require them to have access to the Confidential Information.

12. Consultant and the Institution shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

13. Upon request of the Institution, Consultant shall agree to permit the Institution to review or shall provide written assurances to the Institution regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

14. All Consultant employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. Consultant agrees to remove any person from performing work who has, or is suspected to have, violated the terms of this Agreement.

15. By disclosing Confidential Information to Consultant, the Institution is in no way assigning ownership of the Confidential Information to Consultant. Upon the termination of this Agreement for any reason, or at the conclusion of the project, Consultant shall immediately return all Confidential Information, including all copies, to the Institution or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. Consultant will provide the Institution with affidavits to this effect.

16. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any lawsuit pertaining to or affecting this Agreement shall be filed in Franklin County, Kentucky Circuit Court. Violation of this Agreement is cause for immediate termination.

The undersigned hereby warrant and represent that they have read, understood, and agree to comply with all the terms and conditions stated above.

Consultant

_____

[Insert printed name and title]

_____

Date

Institution

_____

[insert printed name and title]

_____

Date