

DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into on this date _____ of _____, _____, by and between _____, having its principal place of business at _____, and the Iowa College Student Aid Commission (ICSAC), a department of the State of Iowa having its principal place of business at 430 East Grand Avenue, FL 3rd, Des Moines, Iowa, 50309-1920. Collectively, ICSAC and Institution are referred to herein as the "Parties". Individually, ICSAC or Institution may be referred to herein as "Party".

RECITALS

ICSAC is a state agency dedicated to making the path to education and training beyond high school easier for Iowans. Iowa College Aid provides college access, career planning, financial literacy, default prevention and outreach services that prepare students to enter and succeed in postsecondary education. ICSAC also administers state and federally funded scholarship, grant, and loan repayment programs.

Institution is a local educational agency, public secondary school or accredited non-public secondary school recognized and approved by the Iowa Department of Education. Institution may also be a designated entity as specified by the United States Secretary of Education. Institution holds data relating to Iowa students participating in ICSAC programs.

The Parties have a common desire to share data in order to determine the completion status of a student's Free Application for Federal Student Aid (FAFSA) and facilitate providing assistance to such students in completing the FAFSA, as designated by the United States Secretary of Education.

TERMS AND CONDITIONS

In exchange for the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term. The term of the Agreement shall begin on the date set forth above and shall end after a period of four years, unless terminated earlier in accordance with this Agreement.
2. Compensation. There is no compensation set forth under this Agreement. The Parties will each bear their own costs and expenses relating to this Agreement.
3. Data and Requirements. The data shared pursuant to this Agreement and the requirements for the Parties are set forth on Exhibit A, which is attached and incorporated into this Agreement.
4. Data Ownership. The Parties shall retain all rights and interest to their own internal data. All Parties retain the right to utilize data resulting from this collaboration for internal use, provided that such use: (a) is not prohibited by this Agreement; and (b) is permitted by law, including but not limited to the Family Educational Rights and Privacy Act, 20 USC § 1232g ("FERPA"). Notwithstanding any contrary provision in this Agreement, the Institution may not share ICSAC data or blended data containing ICSAC data with any third party without the prior written consent of ICSAC.

5. Confidential Information.

5.1 For the purposes of this Agreement, the term "Confidential Information" means any (a) written information received from the other party which is marked or identified as confidential; (b) oral or visual information identified as confidential at the time of disclosure; and (c) any data file and the contents thereof provided pursuant to this Agreement.

5.2 The Parties agree to disclose and use the Confidential Information to each other for the limited purposes permitted by this Agreement. The Parties will also restrict disclosure of the Confidential Information solely to those employees that require the Confidential Information in order to perform the employee's responsibilities in connection with this Agreement. Each Party will protect the Confidential Information using the same standard of care each Party uses to protect its own confidential and proprietary information, but in any event not less than a reasonable degree of care. Further, no Party will disclose the Confidential Information in a manner not permitted by this Agreement to any other person or entity without the prior written consent of the disclosing party.

5.3 The disclosing Party will be immediately notified in the event of any unauthorized use or disclosure of the Confidential Information. The notifying Party will assist the disclosing Party in remedying such unauthorized use or disclosure and making any required reports of the unauthorized disclosure, including but not limited to disclosures required by the U.S. Department of Education, as requested by the disclosing party. This assistance shall not limit other remedies as provided herein and by applicable law.

5.4 In the event that the receiving Party becomes legally compelled to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party and provide reasonable cooperation to the disclosing Party in connection with the disclosing Party's efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances.

5.5 Notwithstanding anything in this Agreement to the contrary, the term "Confidential Information", does not include any information that the receiving Party can demonstrate:

- (a) is or becomes publicly available through no breach of this Agreement;
- (b) was previously known by the receiving Party without any obligation to hold it in confidence;
- (c) is approved for release pursuant to the terms of this Agreement or by written authorization from the disclosing party, but only to the extent of and subject to such conditions as may be imposed in the Agreement or in such written authorization; or
- (d) is independently developed by the recipient party without use of the disclosing party's Confidential Information.

6. Warranties/Disclaimer.

6.1 With respect to any FAFSA institutional student information records (ISIR) that may be shared pursuant to this Agreement, Recipient represents and warrants that:

(a) Recipient is a Local Education Agency, Secondary School or Designated Entity that may lawfully receive student FAFSA ISIR Data; and

(b) Recipient has an Established Relationship with the student as defined by federal law and guidelines, including but not limited to the definition included in the ICSAC participation agreement with the Department of Education authorizing the use of the Student Aid Internet Gateway (SAIG); and

(c) Recipient has developed and implemented, and will maintain and use, reasonable and appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained or transmitted pursuant to this Agreement. Recipient acknowledges that civil and criminal sanctions under applicable Federal, state or local laws for noncompliance with this requirement, in addition to constituting a breach of this Agreement.

(d) Recipient agrees to limit its use of any FAFSA data provided pursuant to this Agreement to purposes expressly authorized by federal law and guidelines, including but not limited to the purposes specified in the ICSAC participation agreement with the Department of Education authorizing the use of the SAIG.

6.2 Each Party warrants that it (a) is a validly formed entity in good standing under the laws of the state of its organization; (b) has obtained all licenses, registrations and approvals necessary to perform pursuant to this Agreement, and that the individual(s) signing the Agreement are authorized to do so; and (c) will comply with all laws, statutes, ordinances, rules and regulations applicable to its performance under this Agreement.

6.3 Except as expressly provided herein, the confidential information and data is provided "as is" and without warranty of any kind. The disclosing party expressly disclaims all warranties in respect thereof, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

7. Termination. Any Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other Parties. Any Party may further terminate this Agreement upon notice of a breach of Section 5 of this Agreement. In the event that this Agreement is terminated, the obligations set forth in Sections 5, 6, and 8 shall survive.

8. Assignment. This Agreement may not be assigned by any Party without the express prior written consent of the Parties. No permitted assignment shall relieve any Party hereto of its obligations prior to the assignment. Any assignment in violation of this Agreement shall be void. This Agreement shall be binding upon the Parties' permitted successors and assigns.

9. Relationship of the Parties. The Parties agree that nothing in this Agreement is intended to create a joint venture, legal partnership or separate legal entity. Each Party will be solely and entirely responsible for the acts of the Party's own employees and agents. There are no third party beneficiaries to this Agreement. This Agreement is only intended to benefit the Parties.

10. Contrary Provisions. Any terms that are contained in any Party acknowledgments, or any other writing or communication which are inconsistent with, different from or supplemental to the terms of this Agreement shall be void, and of no force or effect.

11. Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

12. Notices. Notices under this Agreement shall be duly made when in writing and will be deemed given to the other party upon delivery to the address set forth below if delivered personally (including by courier) or mailed by registered or certified mail, postage prepaid, or upon confirmation if transmitted by telex, telecopy, or other means of facsimile:

ICSAC
Iowa College Student Aid Commission
430 East Grand Avenue, Fl. 3
Des Moines, IA 50309-1920

Institution

13. Entire Understanding. This Agreement and any attachments hereto represent the entire understanding between the Parties and supersede all prior communications, agreements and understandings related thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by the authorized representatives of all Parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, and may contain faxed or electronic signatures, without compromising the legally binding nature of the Agreement. Each counterpart shall be deemed an original but all of which shall constitute one and the same Agreement.

15. Point of Contact/Data Custodian

ICSAC:	INSTITUTION:
Name: Keyli Keifer	Name:
Title: Communications Specialist	Title:
Ph: 515-725-3456	Ph:
Email: keyli.keifer@iowa.gov	Email Address:

16. Authorized Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.

ICSAC:	INSTITUTION:
By _____	By _____
Name: Karen Misjak	Name:
Title: Executive Director	Title:
Date:	Date:

Definitions:

Authorized Personnel: ...(ii) Employees of an LEA, secondary school or designated entity who require access to the FAFSA Filing Status Information to determine the completion status of a student's Free Application for Federal Student Aid (FAFSA) and facilitate providing assistance to such students in completing the FAFSA, including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the LEA, secondary school, or designated entity has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of LEAs, secondary schools, or designated entity with respect to the use and maintenance of ISIR Data.

Established Relationship: A relationship between a student FAFSA applicant and an LEA, secondary school, or designated entity. In the case of an LEA, an Established Relationship exists where the student FAFSA applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA is otherwise providing services to the FAFSA applicant. In the case of a secondary school, an Established Relationship exists where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant. In the case of a designated entity, an Established Relationship exists when the student FAFSA applicant is enrolled in or has registered with or is receiving services from the designated entity in order for the designated entity to assist the student in pursuit of postsecondary education.

Exhibit A – Data

To facilitate the parties' common desire to share data in order to determine the completion status of a student's Free Application for Federal Student Aid (FAFSA), facilitate providing assistance to such students in completing the FAFSA, and evaluate student's FAFSA completion rates, as designated by the United States Secretary of Education and in accordance with the Family Educational Rights and Privacy Act (FERPA), the Institution shall provide ICSAC with the following student data:

1. Student First Name
2. Student Last Name
3. Student Date of Birth
4. Student Zip Code

The information provided in items 1-4 must be identical to the student's FAFSA data in order for a match to be successful.

With the authority provided pursuant to the ICSAC participation agreement with the Department of Education authorizing the use of FAFSA filing status information in order to determine the completion status of a student's Free Application for Federal Student Aid (FAFSA) and facilitate providing assistance to such students in completing the FAFSA, ICSAC shall share the following ISIR Data with the Institution:

On an agreed upon schedule, and for students at the Institution only, the following ISIR Data elements will be shared with the Institution:

1. FAFSA Submitted Date
2. FAFSA Processed Date
3. Selected for Verification Flag
4. FAFSA Completion Flag

Data shared shall not be used for any purpose other than those described in the Data Sharing Agreement. All data to be shared under Exhibit A is considered to be Confidential Information. The Institution will destroy all ISIR Data elements after they are no longer needed under the purpose of this Data Sharing Agreement.