

ERC Supplemental Data Agreement

<u>Researcher Name:</u>	
<u>UT EID:</u>	
<u>Contact Email:</u>	
<u>Institution/Organization:</u>	
<u>Project Title:</u>	

By your signature below, you acknowledge and agree to the following Terms and Conditions pertaining to Supplemental Data:

1. Supplemental Data – Definition & Policies	
a.	<u>Definition/Process:</u> Supplemental data refers to additional data not included in the ERC Data Repository. Supplemental data is required to be approved by the ERC Advisory Board as part of a proposal or data amendment. The supplemental data will be de-identified prior to uploading to the ERC data Repository. The need for supplemental data should be specified and included in the approved project proposal. The formal request for this data, however, will occur following project approval by the ERC Advisory Board. (See Appendix C in Policies & Procedures – General Information on the ERC website for supplemental data request procedures).
b.	I have accessed & read online at www.texaserc.utexas.edu both the <i>ERC Policies & Procedures for Approved Projects</i> and <i>Understanding Your Access</i> , and will abide by the terms of these policies and any subordinate processes and procedures, including those pertaining to supplemental data.
2. Supplemental Data – General Agreement Terms	
c.	While accessing the ERC data, I agree that original supplemental data files will not be viewed or accessed by myself or any of our project researchers using the ERC data. This will ensure that researchers will not be able to identify individuals when using the ERC data. I agree to access and use the confidential supplemental data only for authorized/approved research and for the purpose(s) of the study.
d.	I agree that supplemental data that are owned by myself or other project researchers will not be viewed while viewing the ERC data. I understand the state agencies may ask for the identified data to be destroyed prior to its placement in an ERC. This is because the ERC Advisory Board do not want the identified supplemental data to be viewed at the same time by the same person so the ERC data on the server cannot be re-identified. The THECB will maintain a copy of the identified supplemental data so it can be returned to the researcher once the research is completed..
e.	I understand that I must obtain permission from the owner of supplemental data owned by an external source (such as a school district). I agree that external data must be sent directly to TEA by the external owner, not myself or any other project researcher, via the secure file sharing program that TEA uses.
f.	I agree that to comply with the requirements of FERPA, supplemental data files must have a destruction date that corresponds with the end of the corresponding research project, plus five years for publication purposes.
g.	I agree to pay ERC access fee costs prior to data access being authorized, including access to supplemental data. In some cases, supplemental data may warrant an additional fee from the agencies depending on the amount of extra coding, time, and effort; researchers must cover the additional costs.
3. Penalties, Data Breach Procedures & Cancellation Terms	
h.	I understand I may be prosecuted by State officials if I reveal any individually identifiable information furnished, acquired, retrieved or assembled by me or others, under the provisions of Section 183 of the Education Sciences Reform Act of 2002 (P.L. 107-279) and Title V, subtitle A of the E-Government Act of 2002 (P.L. 107-347). The chief executive officer at my institution or organization will be notified if it is determined I have failed to follow data security requirements provided in this agreement.
i.	A data breach violates federal law (FERPA), Texas law, & ERC policy. I will report any known or suspected breach of confidentiality to the Director, ERC Admin, or IT Coordinator of the ERC as soon as possible but no more than 24 hours from the time I become aware of the breach. A breach includes the removal or inappropriate sharing of data. I will submit a written report of the incident to the Director & IT Coordinator (listed below & in <i>ERC Policies & Procedures for Approved Projects</i>). UT Austin ERC Director: Celeste Alexander, celeste.alexander@austin.utexas.edu , 512-471-4528 UT Austin ERC IT Coordinator: Andres Rodriguez, Andres.rodriguez@austin.utexas.edu , 512-471-4739
j.	This Agreement may be cancelled by any participating party at any time, with or without cause, upon thirty (30) days written notice to the other parties. The ERC reserves the right to immediately cancel this Agreement should a party, in its sole discretion, determine that student information has been released in a manner inconsistent with this Agreement.
k.	I recognize that access to the ERC can be suspended based on any violation of this Agreement.

I, _____ (*name of researcher*), do solemnly affirm that when given access to the Texas Education Research Center (ERC) database or files, I will NOT:

(i) Use or reveal any individually identifiable information furnished, acquired, retrieved or assembled by me or others, under the provisions of Section 183 of the Education Sciences Reform Act of 2002 (P.L. 107-279) and Title V, subtitle A of the E-Government Act of 2002 (P.L. 107-347) for any reason other than statistical purposes specified in my ERC Advisory Board approved project;

(ii) Make any disclosure or publication whereby a sample unit, individual, or student could be identified; or

(iii) Permit anyone other than the individuals authorized by the ERC Advisory Board or Director of the ERC to examine the individual data.

I also solemnly affirm that I will follow the guidelines and requirements outlined in this agreement.

Researcher Signature: _____ **Date:** _____

[**Must either be hand-signed or a digitally-certified signature.** The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.]

Affirmed and subscribed before me this _____ day of _____ (month) of _____ (year).

ERC Director Name: _____

ERC Director Signature: _____ **Date:** _____