

Memorandum of Agreement
By and Between the Commonwealth of the Northern Mariana Islands Public School System and [Requesting Entity]

This agreement is entered into by the CNMI Public School System (“CNMI PSS”) and [Requesting Entity] for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 (“FERPA”). The information will be used by researchers at [Requesting Entity] to conduct evaluative studies designed to improve instruction for children in the CNMI PSS. Topics of these studies will include: [brief list of research topics]. In order to complete these studies and in order to have a positive impact on the instruction of children, the [Requesting Entity] requires the use of student data from the CNMI PSS.

The Family Educational Rights and Privacy Acts Statute (FERPA) describes the circumstances under which State Educational Agencies (SEAs) and the CNMI PSS are authorized to release data regarding individual students, teachers, and schools without parental prior consent. This information can be disclosed to organizations conducting studies on behalf of LEAs, provided that Federal or local law authorizes the evaluation in question. Confidential information can be disclosed to organizations as stated in section II.2. and is destroyed per section II.10.

I. PARTIES. The CNMI PSS is a SEA that is authorized to receive information from local educational agencies (“LEAs”) subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on behalf of the CNMI PSS for the purpose of improving instruction in the CNMI public schools in accordance with the approved Research Request Application attached hereto as Appendix A. The parties wish to share data collected by the CNMI PSS regarding education in the CNMI, none of which will allow the identification of individual students.

II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, [Requesting Entity] agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
2. Use the data shared under this Agreement for no purpose other than research and analysis authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations which allow disclosure of personally identifiable information from students’ education records in connection with the CNMI PSS conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. Use the data pursuant to 42 USC 1758(b)(6)(A)(i)(II) which allows for disclosure of student eligibility for free or reduced priced meals under the USDA’s School Lunch Program for a State education program administered by the State or local educational agency. The Requesting Entity further agrees not to share data received under this MOA with any other entity without the

CNMI PSS' approval. The **Requesting Entity** agrees to allow the CNMI Office of the Public Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of the **Requesting Entity** for purposes of completing authorized audits of the parties.

3. The CNMI PSS requires that requesters submit a copy of a document, signed by the receiving institutions' Institutional Review Board, approving the research project and acknowledging that these data require human subjects protection. Although research using the CNMI PSS data does not involve interaction with human subjects, the level of detail of these data and the CNMI PSS' strict compliance with FERPA regulations require that we secure institutional commitment to safeguarding confidentiality of these data files. Therefore, a certificate of IRB exemption from review is not sufficient to meet this requirement (an expedited level of review is acceptable). The IRB must approve the procedures for the secure use and storage of the data described in this MOA.
4. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA, other federal and local laws with respect to the data shared under this Agreement. The **Requesting Entity** agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the **Requesting Entity**'s work authorized under this Agreement.
5. Maintain all data obtained pursuant to respect to this Agreement in accordance with the CNMI PSS Data Governance manual and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the **Requesting Entity** to any other institution or entity or unauthorized individual or agent.
6. Not to disclose any data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by this agreement, nor attempt to infer or deduce the identity of any student or teacher based on data provided by the CNMI PSS, nor claim to have identified or deduced the identity of any student based on data provided by the CNMI PSS.
7. Not to provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
8. Provide to the CNMI PSS a list of specific research studies, updated semi-annually, for which the confidential data are being used, and to notify the CNMI PSS in advance and in writing of any new project or research question the **Requesting Entity** proposes to address.

This list of research studies will identify linkages of all data possessed by the **Requesting Entity** under this Agreement and covered by FERPA to specific research studies. Further, it will include the fixed ending date for use of all data linked to each project. **Requesting Entity** agrees to neither amend nor alter the scope, design, format or description of a project or report generated by the **Requesting Entity** for this project, except as consistent with the Agreement, without prior written notice to the CNMI PSS.

9. Provide to the CNMI PSS any materials designed for public dissemination, based in whole or in part on data obtained under this agreement, at least ten days prior to public release.
10. Destroy all data and provide verification in writing of the destruction of all copies of the data obtained under this Agreement to the CNMI PSS 6 months after the research described in this MOA concludes, or this MOA terminates, whichever occurs first. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to the CNMI PSS in compliance with 34 CFR Section 99.35(b)(2). The **Requesting Entity** agrees to require all employees, contractors, or agents of any kind to comply with this provision, and maintain a formal, documented processes for the data destroyed.

III. DATA REQUESTS. The CNMI PSS may decline to comply with a request if it determines that providing the data requested would violate FERPA and/or would not be in the best interest of the CNMI public schools. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in writing by post, electronic mail or facsimile.

IV. AUTHORIZED REPRESENTATIVE. The **Requesting Entity** shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The **Requesting Entity** designates *authorized representative* as the authorized representative of the CNMI PSS' data. The CNMI PSS or its agents may upon request review the records required to be kept under this section.

V. RELATED PARTIES. The **Requesting Entity** represents that it is authorized to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from the CNMI PSS. This Agreement takes effect only upon acceptance by authorized representatives of the **Requesting Entity**, by which that institution agrees to abide by its terms and return or destroy all student data covered by this MOA 6 months following the date of publication of the final report of this project.

VI. TERMS.

1. This agreement takes effect upon signature by the authorized representative of each party and will remain in effect until **Enter Date** at 12:00:00 AM. The parties further understand that the CNMI PSS may cancel this agreement at any time for reasonable cause, upon thirty-day written notice. Notice of such cancellation shall be sent or otherwise delivered to the persons signing this agreement. The CNMI PSS specifically reserves the right to immediately cancel this agreement upon discovery of non-compliance with any applicable federal or state laws, rules or regulations. Further, the CNMI PSS specifically reserves the right to immediately cancel this agreement should the CNMI PSS, in its sole discretion, determine that student information has been released in a manner inconsistent with this agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the CNMI PSS. In the event of immediate cancellation, a notice specifying the reasons for cancellation shall be sent as soon as possible after the cancellation to the persons signing the agreement.
2. The **Requesting Entity** understands that the Agreement does not convey ownership of data to the **Requesting Entity**.
3. Any cloud storage or processing will require the express written consent of the CNMI PSS.
4. The CNMI PSS' data shall not be removed from the United States. Remote access to the CNMI PSS' data from outside the continental United States is prohibited, including access by employees, contractors, subcontractors, or agents of any kind. The CNMI PSS' data is defined as any data provided by the CNMI PSS, any data provided by a third party at the direction of the CNMI PSS, any data to which access is provided by the CNMI PSS, and/or the results of the CNMI PSS source data combined with any other data.
5. **Requesting Entity** will provide notice of and training on confidentiality and nondisclosure. The **Requesting Entity** shall notify and train each employee who will have access to the target data of the strict confidentiality of such data, and shall require each of those employees to provide an acknowledgment of confidentiality requirements. Records of acknowledgments shall be maintained at the facility of the **Requesting Entity** and shall allow inspection of the records by the CNMI PSS upon request. The **Requesting Entity** shall promptly notify the CNMI PSS in writing when the access to the target data by any individual is terminated, giving the date of the termination and the reason for the termination.
6. **Requesting Entity** will provide the CNMI PSS an electronic copy of the final versions of all reports and other documents associated with the project. The CNMI PSS, as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The **Requesting Entity**, or its agents working on this project, retain the right to publish findings in other publications, provided that prior notice of report is first shared with the CNMI PSS.

7. The **Requesting Entity** has the right, consistent with scientific standards, to publish, present or use the study results gained in the course of the research under this Agreement. In order to protect the confidentiality of previously identified confidential information disclosed to the **Requesting Entity**, the authorized representative agrees to provide to the CNMI PSS any proposed publications or presentations which are to make public any findings, data, or the results of the research under this Agreement for the CNMI PSS' review at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation. The **Requesting Entity** agrees to destroy any of the CNMI PSS' previously identified confidential information therefrom.

VII. BREACH AND DEFAULT. Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

VIII. AMENDMENT. This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the parties to this agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

IX. ASSIGNMENT OF RIGHTS. Neither this agreement, nor any rights, duties, or obligations described herein shall be assigned by Researcher without the prior express written consent of the CNMI PSS.

X. ENTIRETY OF AGREEMENT. All terms and conditions of this agreement are embodied herein and in the approved Research Request Application attached hereto as Appendix A. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

Entered into this ____ day of _____, 20__, by the following representatives of the Commonwealth of the Northern Mariana Islands Public School System and **Requesting Entity**.

Alfred Ada
Commissioner of Education

Date

[Signature]
[Printed Name and Title]
[Name of Organization]

Date