

**APPROVED**  
**APRIL 2, 2013**

Item #III-10  
April 2, 2013

**INTERGOVERNMENTAL AGREEMENT FOR THE GOVERNANCE OF THE  
ILLINOIS LONGITUDINAL DATA SYSTEM**

**Submitted for:** Action.

**Summary:** This item authorizes the Executive Director to enter into an Intergovernmental Agreement with six state agencies and the Office of the Governor to establish the governance structure of the Illinois Longitudinal Data System (ILDS).

The proposed Intergovernmental Agreement will guide the development and maintenance of a longitudinal student record data system and will facilitate the sharing of data and information among state agencies pursuant to the P-20 Longitudinal Education Data System Act (105 ILCS 13/1 *et seq.*). This structure will provide a systemic approach to protect individual privacy and to ensure compliance with pertinent state and federal laws.

**Action Requested:** That the Illinois Board of Higher Education authorize the Executive Director to enter into an Intergovernmental Agreement with the Office of the Governor, the Illinois Community College Board (ICCB), the Illinois State Board of Education (ISBE), the Illinois Student Assistance Commission (ISAC), the Illinois Department of Commerce and Economic Opportunity (DCEO), the Illinois Department of Human Services (IDHS), and the Illinois Department of Employment Security (IDES) to establish the governance structure of ILDS.



STATE OF ILLINOIS  
BOARD OF HIGHER EDUCATION

**INTERGOVERNMENTAL AGREEMENT FOR THE GOVERNANCE OF THE  
ILLINOIS LONGITUDINAL DATA SYSTEM**

This item authorizes the Executive Director to enter into an Intergovernmental Agreement with six state agencies and the Office of the Governor to establish the governance structure of the Illinois Longitudinal Data System (ILDS).

The ILDS is a set of tools, systems, and processes internal to state agencies and shared across agencies to meet the expectations and requirements of the P-20 Longitudinal Education Data System Act (5 ILCS 220/1 *et seq.*) This system will ultimately provide educators and policymakers with data to analyze and assess student progress from early learning programs through postsecondary education and into employment.

Linking early learning, elementary, and secondary school student unit records with higher education student unit records and employment records will require a significant amount of sharing data and matching technology and processes. The proposed Intergovernmental Agreement will create a structured governance and structured process to facilitate the sharing of data and information while protecting individual privacy and ensuring compliance with pertinent state and federal laws.

The proposed organizational structure consists of five standing committees and one governing board. The committees are comprised of representatives from the seven state agencies and external advisors who then make recommendations to the governing board. The governing board, a decision-making body, consists of seven state agency representatives and is chaired by the Office of the Governor. The seven state agencies are the Illinois Board of Higher Education (IBHE), the Illinois Community College Board (ICCB), the Illinois State Board of Education (ISBE), the Illinois Student Assistance Commission (ISAC), the Illinois Department of Commerce and Economic Opportunity (DCEO), the Illinois Department of Human Services (IDHS), and the Illinois Department of Employment Security (IDES). A diagram of the proposed organizational structure is shown in Appendix A.

At this time, the Intergovernmental Agreement is still under final review and may be subject to minor technical changes. Because the agreement is not yet final, the staff recommendation is for the Board to authorize the Executive Director to enter into the final agreement in the form presented in Appendix B or a substantially equivalent form.

**Staff Recommendation:**

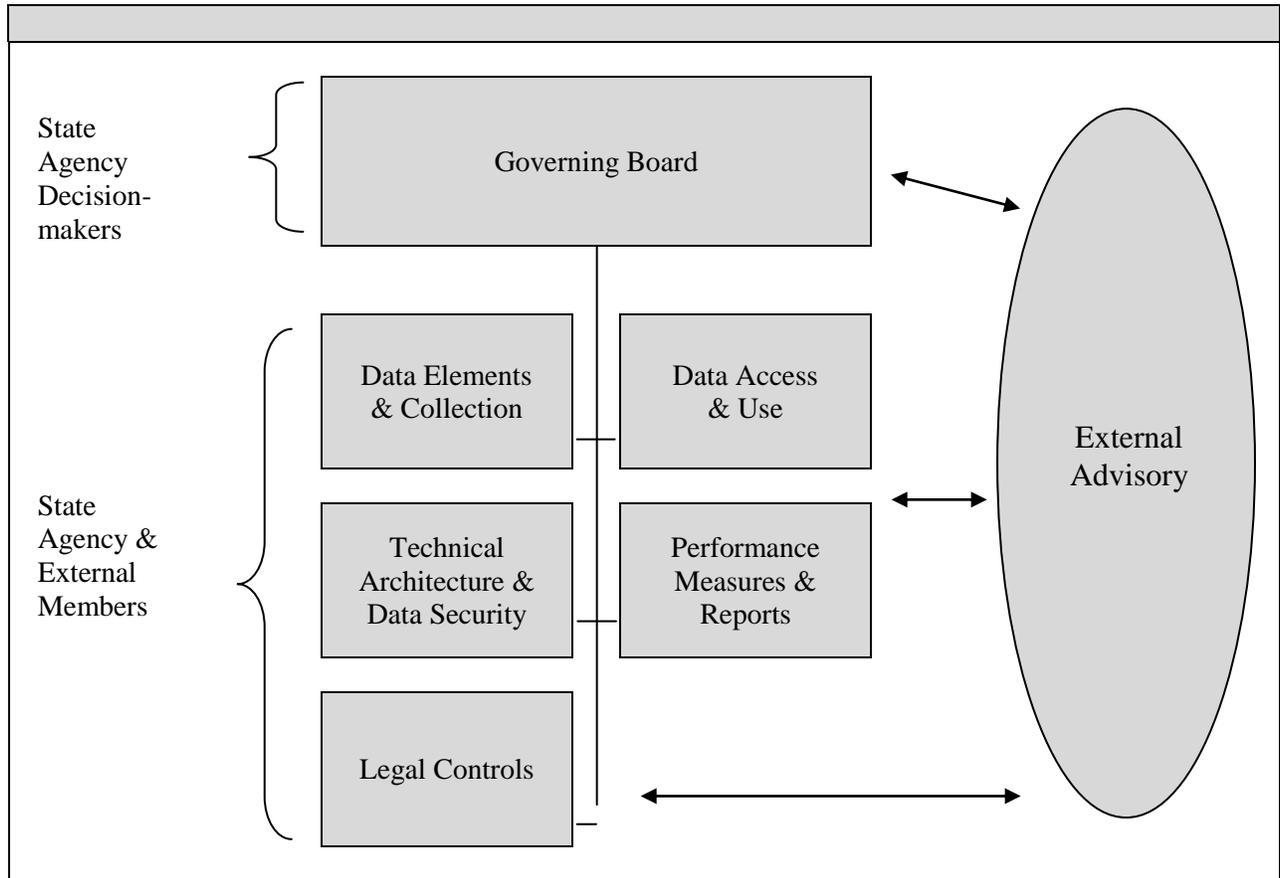
Staff recommends the adoption of the following resolution:

*The Illinois Board of Higher Education hereby authorizes the Executive Director to enter into an Intergovernmental Agreement with the Office of the Governor, the Illinois Community College Board (ICCB), the Illinois State Board of Education (ISBE), the Illinois Student Assistance Commission (ISAC), the Illinois Department of Commerce and Economic Opportunity (DCEO), the Illinois Department of Human Services (IDHS), and the Illinois Department of Employment Security (IDES) to establish the*

*governance structure and processes for the development and maintenance of the Illinois Longitudinal Data System (ILDS) in the form presented in Appendix B or a substantially equivalent form.*

APPENDIX A.

PROPOSED LDS ORGANIZATIONAL STRUCTURE



Source: Presentation to the P-20 Council by Jonathan Furr, January 23, 2013. Mr. Furr is the director for the Office of Education System Innovation, Northern Illinois University.

APPENDIX B.  
**INTERGOVERNMENTAL AGREEMENT FOR THE GOVERNANCE OF THE  
ILLINOIS LONGITUDINAL DATA SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of the Effective Date by and among the following entities:

- a. The following State of Illinois agencies (each, an “LDS Agency”, and collectively, the “LDS Agencies”):
  - i. The Illinois Board of Higher Education (“IBHE”);
  - ii. The Illinois Community College Board (“ICCB”);
  - iii. The Illinois Department of Commerce and Economic Opportunity (“DCEO”);
  - iv. The Illinois Department of Employment Security (“IDES”);
  - v. The Illinois Department of Human Services (“IDHS”);
  - vi. The Illinois Student Assistance Commission (“ISAC”) and
  - vii. The Illinois State Board of Education (“ISBE”); and
  
- b. The Office of the Governor

(each, a “Party”, and collectively, the “Parties”) under the authority of the P-20 Longitudinal Education Data System Act (105 ILCS 13/1 *et seq.*) (the “LDS Act”), the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and other authority as provided by law. In consideration of the mutual covenants set forth below, the Parties agree as follows:

**I. RECITALS.**

- A. The LDS Act requires ISBE, ICCB, and the IBHE (the “State Education Agencies”) to establish a longitudinal data system (“LDS”) by entering into agreements that link early learning, elementary, and secondary school student unit records with higher education student unit records.
- B. Among other requirements of the LDS Act, the State Education Agencies must perform the following activities in order to link data maintained by these agencies with data maintained by other State of Illinois agencies:
  - i. In accordance with a data sharing agreement entered into between the State Education Agencies and ISAC, establish procedures and systems to evaluate the relationship between need-based financial aid and student enrollment and success in institutions of higher learning;
  - ii. In accordance with data sharing agreements entered into between the State Education Agencies and health and human service agencies (such as IDHS), establish procedures and systems to evaluate the relationship between education and other student and family support systems; and
  - iii. In accordance with data sharing agreements entered into between the State Education Agencies and employment and workforce development agencies (such as IDES and DCEO), establish procedures and systems to evaluate the relationship between education programs and outcomes and employment fields, employment locations, and employment outcomes.
  
- C. While the LDS Agencies are currently engaged in multiple, separate data sharing arrangements between and among them, such arrangements are not undertaken in a coordinated manner and each arrangement requires the expenditure of agency effort and resources.

- D. Through this Agreement, the Parties seek to establish a governance structure across all of the LDS Agencies to address the following overall requirements, functions, and expectations for the LDS (collectively, the “LDS Functions”):
- i. Ensure robust protections for individual privacy and compliance with all pertinent state and federal laws;
  - ii. Establish a set of tools, systems, and processes internal to LDS Agencies and shared across LDS Agencies to meet the expectations and requirements of the LDS Act and support analysis and understanding of lifelong education and workforce policies and programs;
  - iii. Effectively and efficiently address audit, evaluation, and research needs that require data inputs from multiple LDS Agencies;
  - iv. Support and advance sound, research-based decision-making within the LDS Agencies and for all State education and workforce policymakers;
  - v. Effectively address common issues across LDS Agencies such as data access, use, and security;
  - vi. Establish the expectation that LDS Agencies share data in accordance with established procedures and protocols, subject to applicable legal restrictions;
  - vii. Develop a common process across the LDS Agencies to plan and budget for LDS implementation, improvement, and maintenance; and
  - viii. Effectively utilize knowledge and expertise relating to the LDS Functions residing at the LDS Agencies and capitalize on a cost-effective LDS Agency distributed data system model that avoids duplication and ensures sustainability.
- E. The Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 permit the Parties to jointly exercise, combine, or transfer any power or function in any manner not prohibited by law. Pursuant thereto, the Parties wish to work cooperatively to effectively govern the LDS, carry out and perform the LDS Functions, and otherwise fulfill the terms of this Agreement.

## **II. DEFINITIONS.**

Whenever used in this Agreement, all capitalized terms will have the meanings specified or referred to in **Exhibit A**.

## **III. PURPOSES, SCOPE, AND TERM.**

- A. **Purposes of Agreement.** This Agreement is intended to establish a governance structure to (i) address the LDS Functions; and (ii) facilitate the sharing of Restricted Data, as hereinafter defined, among the LDS Agencies for lawfully authorized purposes. For purposes of this Agreement, “Restricted Data” means data and information (a) that permits the identification of individuals, (b) the disclosure of which is or would be restricted by law or by a contract relating to the collection of data by an LDS Agency, or (c) that is otherwise designated by an LDS Agency as confidential. This Agreement is not intended to and does not transfer any ownership rights to any Restricted Data shared pursuant to this Agreement.
- B. **Compliance with Applicable Law.** All Restricted Data accessed, shared, or used pursuant to this Agreement will only be accessed, shared, used, and disclosed in a manner permitted by

applicable law. Notwithstanding any other provision of this Agreement to the contrary, each LDS Agency has the authority, in its sole discretion:

1. To determine for purposes of Section III.A whether the disclosure, including without limitation, access to, sharing of, or use of, any or all of its data and information is or would be restricted by law or contract; and
2. To designate for purposes of Section III.A any or all of its data and information as confidential.

An LDS Agency that makes any such determination or designation shall provide a written explanation of the legal basis for said determination or designation upon the written request of the Chair of the Governing Board or the Chair of the Legal Controls Committee to enable review and discussion of the same; provided, however, the determination or designation shall not be subject to the dispute resolution or failure to perform provisions set forth in Article IX of this Agreement.

- C. **Scope of Agreement.** This Agreement supplements, and does not amend or supplant, any existing intergovernmental agreements between or among the Parties for the sharing of Restricted Data. This Agreement does not apply to any of the Interagency Data Sharing arrangements described on **Exhibit B**. Further, any two LDS Agencies may agree to exempt a particular Interagency Data Sharing arrangement from the requirements of this Agreement if necessary to meet federal and state legal requirements or timelines applicable to such an arrangement. Restricted Data sharing arrangements involving a single LDS Agency and another party or parties that are not an LDS Agency are not subject to the terms of this Agreement.
- D. **Term.** The initial term of this Agreement will be ten (10) years commencing on the full execution of this Agreement by all of the Parties (the “Effective Date”). Upon the expiration of the initial term, this Agreement shall, without further action by the Parties, automatically renew for consecutive one-year periods unless a Party submits a notice of termination to all of the other Parties no less than one hundred eighty (180) days prior to the expiration of the then-current term. The “Term” includes the initial term, as may be renewed pursuant to this Section.

#### IV. **GOVERNING BOARD.**

- A. **Establishment and Responsibilities.** The LDS Functions will be governed and overseen by a governing board established through this Agreement as a joint administrative entity pursuant to the Illinois Constitution and Intergovernmental Cooperation Act (the “Governing Board”). The Governing Board’s responsibilities include, without limitation:
1. Establishing schedules and expectations for the work and deliverables of the Committees designated pursuant to Section V of this Agreement;
  2. Considering and taking action on the recommendations of Committees;
  3. Determining the method and responsibility for staffing the Governing Board and Committees, subject to the availability of staffing support from the Parties or the availability of funding for external staffing support;
  4. Designating and overseeing the CDD Administrator, as defined in Section VI.B of this Agreement;
  5. Establishing procedures and requirements for Restricted Data sharing consistent with the terms of this Agreement and applicable law;
  6. Overseeing enforcement of the terms of this Agreement and Data Sharing Agreements;
  7. Advising the Governor, General Assembly, P-20 Council, and LDS Agencies on policies relating to the LDS Functions, including, without limitation, policies addressing data

security, data quality, data collection (including reducing data collection burden), and data availability;

8. By no later than three (3) months after the Effective Date, establishing an initial plan for the performance of the LDS Functions for the upcoming eighteen- (18-) month period;
9. By no later than January 15, 2014, and by January 15 of each subsequent year of the Term, providing a report to the Governor, the P-20 Council, and the chief executive of each of the LDS Agencies that includes, without limitation:
  - a. A report on the activities of the Governing Board and its Committees for the prior twelve- (12-) month period;
  - b. A plan and budget for the performance of the LDS Functions for the upcoming eighteen- (18-) month period, including a budget for the CDD Administrator and budgets for the LDS Functions performed by each of the LDS Agencies; and
  - c. A benchmarking of the performance of the LDS Functions against the requirements and expectations of the LDS Act.

B. **Membership.** The Governing Board will consist of the following eight (8) members:

1. A representative of the Office of the Governor or Office of the Lieutenant Governor, as appointed by the Governor, who will serve as the non-voting chairperson of the Governing Board, and who will not be counted for determining of a quorum of the Governing Board;
2. The Executive Director of IBHE or his or her Eligible Designee, as defined below;
3. The President and CEO of ICCB or his or her Eligible Designee;
4. The Director of DCEO or his or her Eligible Designee;
5. The Director of IDES or his or her Eligible Designee;
6. The Secretary of IDHS or his or her Eligible Designee;
7. The State Superintendent of Education or his or her Eligible Designee; and
8. The Executive Director of ISAC or his or her Eligible Designee.

“Eligible Designee” means a senior-level staff person at an LDS Agency with general policymaking and executive decision-making authority for the LDS Agency.

C. **Manner of Acting and Meetings.** The affirmative vote of at least four (4) members, not including the chairperson, is required for any action of the Governing Board. All meetings of the Governing Board, and notices thereof, will comply with the Illinois Open Meeting Act (5 ILCS 120/1 et. seq.). The Governing Board will, by resolution, establish an annual schedule of meetings that provides for no less than two (2) meetings per each year of the Term. Special meetings may be called at the discretion of the chair of the Governing Board or upon the request of any four (4) members.

## V. **COMMITTEES.**

A. **Committee Designation.** The Governing Board will maintain, charge, and select the members for the standing committees designated below (“Standing Committees”) and any additional committees as approved by the Governing Board (collectively, the “Committees”). The Committees shall only advise the Governing Board and shall not have decision-making authority for any of the LDS Functions.

1. **Data Elements and Collection.** The “Data Elements and Collection Committee” will perform the following activities and make the following recommendations in furtherance of the LDS Functions:

- a. Create an inventory of data available in the LDS Agencies' systems;
  - b. Recommend data elements for inclusion in the Centralized Demographic Dataset, as defined in Section VI of this Agreement, or other systems maintained by the LDS Agencies, including recommendations for collecting data not currently available for the LDS Functions;
  - c. Recommend the elimination of duplicative or unnecessary data collections by the LDS Agencies;
  - d. Recommend consistent data standards and definitions across the LDS Agencies;
  - e. Recommend procedures and methods for de-identifying or otherwise masking Restricted Data for the purpose of certain types of data disclosures; and
  - f. Recommend procedures and methods for distinguishing between Restricted Data and data that may be publicly disclosed following the determination of a reasonable expectation that the data and other information that could be combined with it would not identify an individual, or become information (i) the disclosure of which would be restricted by law, or (ii) that otherwise would be confidential ("Unrestricted Data").
2. Data Access and Use. The "Data Access and Use Committee" will perform the following activities and make the following recommendations in furtherance of the LDS Functions:
- a. Working in coordination with the Legal Controls Committee, recommend intake, tracking, and review procedures for External Data Sharing Requests, as defined in Section VII of this Agreement;
  - b. Recommend methods and criteria for prioritizing the review and processing of External Data Sharing Requests;
  - c. Recommend to the LDS Agencies policies and criteria for approving or disapproving External Data Sharing Requests;
  - d. Interfacing with the Illinois Collaborative for Education Policy Research (ICEPR) and the Illinois Education Research Council (IERC) to facilitate access to Restricted Data to support overall State research priorities; and
  - e. Providing technical expertise and consultation upon request of the LDS Agencies on External Data Sharing Requests.
3. Technical Architecture and Data Security. The "Technical Architecture and Data Security Committee" will perform the following activities and make the following recommendations in furtherance of the LDS Functions:
- a. Recommend the configuration of systems, hardware, software, networking, and other technical specifications necessary to carry out the LDS Functions;
  - b. Recommend hardware, software, and network infrastructure solutions to establish an electronically secure environment for the LDS Functions;
  - c. Provide technical expertise and consultation on data file construction for the LDS functions; and
  - d. Provide technical expertise and consultation on delivery of data to and from the CDD and any other Interagency Datasets.
4. Performance Measures and Reports. The "Performance Measures and Reports Committee" will perform the following activities and make the following recommendations in furtherance of the LDS Functions:

- a. Recommend and prioritize performance measures requiring data from multiple LDS Agency systems, with initial priority given to the following types of measures:
    - i. The key outcome questions established by the Data, Research, and Evaluation Committee of the Early Learning Council;
    - ii. The pipeline analysis measures developed as part of the Illinois Pathways Initiative;
    - iii. Measures associated with the purposeful research agenda established by ICEPR;
    - iv. Metrics included within federal or state reporting systems to inform Illinois students' and families' college selections; and
    - v. The annual performance measures adopted by the P-20 Council;
  - b. Recommend standardized reports to be made available as the result of the LDS Functions; and
  - c. Advise on the development of a web-based interface to provide access to Unrestricted Data.
5. Legal Controls. The "Legal Controls Committee" will perform the following activities and make the following recommendations in furtherance of the LDS Functions:
- a. Develop and recommend agreement forms for sharing Restricted Data ("Data Sharing Agreements") for use by the LDS Agencies for both Interagency Data Sharing and External Data Sharing, as defined in Section VII of this Agreement;
  - b. Working in coordination with the Data Access and Use Committee, recommend intake, tracking, and review procedures for External Data Sharing Requests, as defined in Section VII of this Agreement;
  - c. Ensure consistent and appropriate interpretations of legal restrictions applicable to Interagency Data Sharing and External Data Sharing; and
  - d. Oversee the Governing Board's compliance with state and federal laws applicable to the Governing Board's operations including, but not limited to, the Open Meetings Act and Freedom of Information Act.
- B. Standing Committee Membership and Qualifications**. The Governing Board, by resolution, will appoint the membership of the Standing Committees, which must include at least one (1) member from each of the LDS Agencies and at least four (4) members who are not employed by the LDS Agencies, the Office of the Governor, or the Office of the Lieutenant Governor ("External Members"). In order to serve as a member of a Standing Committee, individuals should have the following qualifications:
- 1. For the Data Elements and Collection Committee, an individual should hold an institutional research position in higher education or administer data collection and reporting processes involving LDS-related data, with preference given to individuals working closely with local data systems that supply data to LDS Agency systems.
  - 2. For the Data Access and Use Committee, an individual should have experience with the performance of educational research and analysis, or responsibilities relating to data access, use, or legal requirements.
  - 3. For the Technical Architecture and Data Security Committee, an individual should have experience with the configuration of hardware, software, networking, and other technical specifications relating to systems maintaining LDS-related data or other highly sensitive data.
  - 4. For the Performance Measures and Reports Committee, an individual should have experience with the design or administration of publicly available reports using LDS-

related data or similar data, or experience with the use of data for school or program improvement, education organizing, or advocacy.

5. For the Legal Controls Committee, an individual should have experience with or responsibility for data sharing agreements and legal restrictions applicable to data sharing, and the committee membership must include attorneys from the LDS Agencies experienced in drafting and negotiating data sharing arrangements.
- C. **Standing Committee External Members.** External Members will serve two (2) year terms, provided the terms of the initially appointed External Members will be staggered among one (1) and two (2) year terms in a manner established by resolution of the Governing Board. External Members shall all serve without compensation, shall be deemed to be persons performing volunteer services for the State of Illinois, and shall enter into a written volunteer agreement on a form provided at the direction of the Governing Board. The Governing Board shall seek from the Office of the Attorney General the indemnification of all present and former External Members to the fullest extent permitted by the State Employee Indemnification Act (5 ILCS 350/0.01 et seq.), or any successor legislation thereto. External Members may be reimbursed for reasonable expenses in accordance with policies adopted by the Governing Board and approved by a Party providing reimbursement.
  - D. **Standing Committee Meetings.** Each Standing Committee will recommend to the Governing Board an annual schedule of meetings that provides for no less than two (2) meetings per each year of the Term. Each Standing Committee will designate a chair or co-chairs from among its membership to lead meetings of the Committee and report on its activities and recommendations to the Governing Board. Special meetings may be called at the discretion of the chair of each Standing Committee. All meetings of the Standing Committees, and notices thereof, will comply with the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.).
  - E. **Additional Committees in Support of the LDS Functions.** The Governing Board may from time-to-time designate new standing or ad hoc committees to assist with the administration and performance of the LDS Functions. In addition, the chairperson of the Governing Board will cooperate with the chairpersons of the P-20 Council and Early Learning Council to establish a joint subcommittee of such councils or another method for obtaining external input and advice for the Governing Board's and LDS Agencies' performance of the LDS Functions.

## **VI. CENTRALIZED DEMOGRAPHIC DATASET AND OTHER INTERAGENCY DATASETS.**

- A. **Centralized Demographic Dataset.** Subject to the availability of funding for this purpose, the Governing Board may authorize the establishment of a centralized demographic dataset ("CDD") that includes record locators and key demographic variables to facilitate unit record matching across LDS Agency systems.
- B. **Designation of CDD Administrator.** Upon its authorization of the establishment of the CDD, the Governing Board will designate a "CDD Administrator" responsible for the development, management, and administration of the CDD. The CDD Administrator must be an LDS Agency, an Illinois public university, or an Illinois community college. The term of the appointment of the CDD Administrator shall be determined by the Governing Board. The CDD Administrator shall be considered an authorized representative of the LDS Agencies to the extent permitted under applicable federal and state law for accessing and compiling Restricted Data for purposes authorized by this Agreement. If the CDD Administrator is not an LDS Agency, the Governing Board will designate an LDS Agency to administer the contract with the CDD Administrator

(“Lead CDD Agency”). This Agreement does not require any LDS Agency to fund the establishment of the CDD or the services and activities of the CDD Administrator. However, to the extent any LDS Agency (other than the Lead CDD Agency) seeks to provide funding in support of the CDD’s establishment or administration, it will transfer those funds to the CDD Administrator (if it is an LDS Agency) or the Lead CDD Agency via an intergovernmental agreement separate from this Agreement.

C. **Duties of CDD Administrator.** The duties of the CDD Administrator include, without limitation:

1. Preparing an annual budget and plan for the development, improvement, administration, or maintenance of the CDD for the Governing Board’s approval;
2. Developing, improving, administering, and maintaining the CDD in accordance with the annual budget and plan approved by the Governing Board;
3. Complying with the terms and conditions of this Agreement and the further directives of the Governing Board regarding data provisioning, access, and security;
4. Accepting and administering any funds received for the CDD in accordance with the annual budget and plan approved by the Governing Board;
5. Hiring employees and entering into contracts as needed to effectively develop, improve, administer, or maintain the CDD and otherwise perform its duties under this Agreement and its annually approved plan;
6. Entering into an agreement with an LDS Agency, Illinois public university, or Illinois community college, as approved by the Governing Board, to establish a back-up to the CDD;
7. Establishing a secure data delivery mechanism for all Restricted Data transmissions;
8. Participating in audit and compliance processes defined by the Governing Board;
9. Ensuring the orderly transition and protection of data in the event the CDD Administrator’s status is terminated; and
10. Other duties and activities as may be approved from time to time by the Governing Board.

D. **Termination of CDD Administrator.** The status and duties of the CDD Administrator may be terminated and a new CDD Administrator may be designated by the Governing Board whenever in its judgment the best interests of the LDS Agencies would be served thereby. Such termination will be without prejudice to the contract rights, if any, of the CDD Administrator so removed. In such event, the CDD Administrator whose duties have been terminated must cooperate with the newly designated CDD Administrator to ensure an orderly transition and protect the confidentiality of all Restricted Data.

E. **Interagency Datasets.** In addition to the CDD, the Governing Board may recommend the establishment of one or more Interagency Datasets, as defined in the following sentence, to facilitate authorized purposes under applicable law, which may include, without limitation, audit, evaluation, research, or reporting. The term “Interagency Datasets” means a dataset, database, data file, or other mechanism for the aggregation and maintenance of data over multiple years from two or more LDS Agencies for a specified purpose or purposes. To establish an Interagency Dataset, each of the LDS Agencies whose data will be included must approve its establishment and an administrator of that dataset (who may, but need not, be the CDD Administrator). The LDS Agencies’ approval of the establishment of the Interagency Dataset and its administrator shall occur through an amendment to this Agreement that does not modify any of the generally applicable terms hereof and shall be executed only by each of the LDS Agencies providing data for the Interagency Dataset.

## **VII. DATA SHARING AUTHORIZATIONS AND PROCEDURES.**

- A. **Restricted Data Sharing Arrangements Governed by this Agreement.** Subject to Section III.C of this Agreement, two types of arrangements for the sharing of Restricted Data in furtherance of the LDS Functions are governed by this Agreement:
1. Restricted Data sharing arrangements between or among two or more LDS Agencies but not including any other parties to the arrangement (“Interagency Data Sharing”); and
  2. Restricted Data sharing arrangements between or among two or more LDS Agencies and another party that is not an LDS Agency (“External Data Sharing”).
- B. **Interagency Data Sharing.** Each LDS Agency agrees to engage in Interagency Data Sharing with the other LDS Agencies using forms and procedures adopted by the Governing Board, providing such forms and procedures do not conflict with any legal requirements applicable to an LDS Agency.
- C. **External Data Sharing.** Each LDS Agency agrees to utilize the forms and procedures adopted by the Governing Board for External Data Sharing, provided:
1. Such forms and procedures do not conflict with any legal requirements applicable to an LDS Agency;
  2. The form Data Sharing Agreement for External Data Sharing must incorporate the data access, use, and security terms set forth on **Exhibit C** and any other supplemental terms approved by the Governing Board;
  3. The individual or organization requesting Restricted Data (“Requestor”) must fully describe the purpose and parameters of the proposed External Data Sharing on a form approved by the Governing Board (an “External Data Sharing Request”);
  4. The Requestor must provide a data security plan meeting requirements adopted by the Governing Board;
  5. The Requestor must agree to provide a draft report of the findings and outcomes of the External Data Sharing at least sixty (60) days prior to any public release in accordance with requirements and procedures adopted by the Governing Board; and
  6. If the Governing Board has established charges for External Data Sharing, the Requestor must pay the charge or establish a plan for payment.
- D. **Record of Disclosures.** The CDD Administrator and LDS Agencies must create and maintain records of disclosures of any Restricted Data in accordance with requirements adopted by the Governing Board.

## **VIII. OBLIGATIONS AND RIGHTS OF PARTICIPATING STATE AGENCIES.**

- A. **Obligations of Participating State Agencies.** In addition to obligations specified elsewhere in the Agreement, and subject to Section III.B of this Agreement, each LDS Agency agrees to:
1. Submit data to the CDD Administrator in accordance with the procedures, schedule, and requirements adopted by the Governing Board;
  2. Cooperate with the CDD Administrator to ensure the quality of any and all data submitted;
  3. Take such further actions as are necessary to ensure the CDD Administrator can access and maintain Restricted Data from the LDS Agency under applicable law; and

4. Enforce the terms of any Data Sharing Agreement entered into with a Requestor that includes Restricted Data from the LDS Agency.
- B. **Right to Remove or Destroy Data.** An LDS Agency may remove or require the destruction of Restricted Data it submitted to the CDD if the agency has reasonable cause to believe that there is a threat to the security of its data or its data is used in a manner that violates this Agreement or applicable law. The CDD Administrator must destroy data pursuant to the preceding sentence within ten (10) days of request.

## **IX. DISPUTE RESOLUTION AND FAILURES TO PERFORM.**

- A. **Dispute Resolution.** The Governing Board shall be responsible for resolving any disputes that may arise with respect to a Party's required performance under this Agreement. If the Governing Board is unable to resolve any such dispute or disagreement through a collaborative process, the Governor's Deputy Chief of Staff for Education shall make the final decision on said dispute or disagreement, which shall be binding on the LDS Agencies.
- B. **Failures to Perform.** If an LDS Agency alleges that another LDS Agency or the CDD Administrator is in some way not fulfilling applicable requirements of this Agreement, notice must be provided to the alleged non-performing party with a copy to the Governing Board. The alleged failure to perform shall be treated as a dispute and addressed pursuant to Section IX.A, above. If the alleged failure to perform continues notwithstanding the decision of the Governor's Deputy Chief of Staff for Education, a Party may petition the Office of the Attorney General to institute such enforcement measures as are available under law. Furthermore, the Governing Board may define sanctions for an LDS Agency's failure to comply with the terms and conditions of this Agreement, which may include, without limitation, restricting an LDS Agency from receiving data from the CDD.

## **X. WITHDRAWALS AND AMENDMENT.**

- A. **Withdrawal by an LDS Agency.** Subject to the authorization requirements set forth in this Section, any LDS Agency may withdraw from this Agreement upon one hundred eighty (180) days prior written notice to the Governing Board. Withdrawal by IBHE, ICCB, ISAC, or ISBE requires the written authorization of the chief executive of the agency and the chairperson of its governing body. Withdrawal by DCEO, IDES, or IDHS requires the written authorization of the chief executive of the agency and the Governor. Except as set forth in the preceding sentences of this Section, a Party may not withdraw from this Agreement prior to the expiration of the Term. Upon the withdrawal of any Party, this Agreement shall continue in full force and effect for all other Parties. If an LDS Agency withdraws from this Agreement, data previously submitted to the CDD by that agency will be returned or destroyed, at the agency's direction; provided any data that is incorporated into any Data Sharing Agreement entered into prior to the date of the receipt of the withdrawal notice may continue to be used for that Data Sharing Agreement, unless the LDS Agency determines that continued use would be restricted by law or otherwise breach confidentiality, in which case the LDS Agency shall provide a written explanation of the legal basis for said determination upon the written request of the Chair of the Governing Board or the Chair of the Legal Controls Committee.
- B. **Amendment.** An amendment to this Agreement may only occur following authorization by the Governing Board and the written approval of each of the Parties.

**XI. GENERAL PROVISIONS.**

- A. **Notices.** All notices or other correspondence required to be given pursuant to this Agreement shall be sent by regular or electronic mail to each Party's member of the Governing Board.
- B. **Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by any Party.
- C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or a State agency arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) when said claim is within the jurisdiction of the Court of Claims.
- D. **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- E. **Authority to Execute.** Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- F. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- G. **Recitals and Exhibits.** The recitals in Section I and the Exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

<p>ILLINOIS BOARD OF HIGHER EDUCATION</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ILLINOIS DEPARTMENT OF HUMAN SERVICES</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ILLINOIS COMMUNITY COLLEGE BOARD</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ILLINOIS STATE BOARD OF EDUCATION</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ILLINOIS STUDENT ASSISTANCE COMMISSION</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>OFFICE OF THE GOVERNOR</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

**EXHIBIT A**

**TABLE OF DEFINED TERMS**

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**EXHIBIT B**  
**INTERAGENCY DATA SHARING ARRANGEMENT TYPES EXEMPTED FROM**  
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**ICCB Federal Reporting Requirement Exemptions**

- **Adult Education and Family Literacy Act, Title II of the Workforce Investment Act (WIA—P.L.105–220)**

- As part of the Adult Education and Family Literacy Act, Title II of the Workforce Investment Act (WIA—P.L.105–220) and to receive federal funds, the ICCB is required to match ICCB Adult Education student records with IDES Unemployment Insurance (UI) Wage records to measure Entered Employment and Employment Retention. The measures are reported via the National Reporting System (NRS) accountability system for the Division of Adult Education and Literacy, Office of Vocational and Adult Education, U.S. Department of Education.
  - Federal Legislation:
    - SEC. 212. PERFORMANCE ACCOUNTABILITY SYSTEM.
- (b) Eligible Agency Performance Measures.--

(2) Indicators of performance.--

(A) Core indicators of performance.--The core indicators of performance shall include the following:

(ii) **Placement in, retention in, or completion of, postsecondary education, training, unsubsidized employment or career advancement.**

<http://www.doleta.gov/regs/statutes/wialaw.txt>

- **Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV)**

- Annually, as part of the Carl D. Perkins Career and Technical Education Act of 2006 and to receive federal funds, the ICCB is required to match ICCB Career and Technical Education student records with IDES Unemployment Insurance (UI) Wage records to measure Entered Employment. The measure is reported via the Consolidated Annual Performance, Accountability, and Financial Status Report (CAR) for the Office of Vocational and Adult Education, U.S. Department of Education.
  - Federal Legislation:
    - “SEC. 113. ACCOUNTABILITY.
      - “ (b) STATE PERFORMANCE MEASURES.—
      - “ (2) INDICATORS OF PERFORMANCE.—
      - “ (B) CORE INDICATORS OF PERFORMANCE FOR CAREER AND TECHNICAL EDUCATION STUDENTS AT THE POSTSECONDARY
        - “ (iv) **Student placement in military service or apprenticeship programs or placement or retention in employment, including placement in high skill, high wage, or high demand occupations or professions.**
- <http://www.gpo.gov/fdsys/pkg/BILLS-109s250enr/pdf/BILLS-109s250enr.pdf>

**ICCB State Reporting Requirement Exemption**

- **Illinois Higher Education Performance Based Funding Public Act 097-0320 HB 1503**

- Annually, as part of the Illinois Higher Education Performance Based Funding Public Act 097-0320 HB 1503, the ICCB and the Illinois Student Assistance Commission (ISAC) match ICCB student records and ISAC Monetary Award Program (“MAP”) eligible, MAP recipients, and Pell eligible records to determine “at-risk” students. <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=097-0320&GA=97>

**ISBE Federal Reporting Requirement Exemption**

- **Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV)**
    - Federal Legislation
      - “SEC. 113. ACCOUNTABILITY.
        - “(b) STATE PERFORMANCE MEASURES.—
        - “(2) INDICATORS OF PERFORMANCE.—
        - “(A) CORE INDICATORS OF PERFORMANCE FOR CAREER AND TECHNICAL EDUCATION STUDENTS AT THE SECONDARY LEVEL.—Each eligible agency shall identify in the State plan core indicators of performance for career and technical education students at the secondary level that are valid and reliable, and that include, at a minimum, measures of each of the following:
          - “(v) **Student placement in postsecondary education or advanced training, in military service, or in employment.**
- <http://www.gpo.gov/fdsys/pkg/BILLS-109s250enr/pdf/BILLS-109s250enr.pdf>

**EXHIBIT C**  
**REQUIRED DATA ACCESS, USE, AND SECURITY TERMS**

The following terms, or terms of equivalent meaning, must be included in all Data Sharing Agreements with any party receiving Restricted Data for Interagency Data Sharing or External Data Sharing (each, a “Recipient”).

1. The LDS Agencies agree to share with Recipient the data set forth in the specifications of the Data Sharing Agreement solely for the limited purposes and extent as specified in an Exhibit to the Data Sharing Agreement. Recipient agrees to use the Restricted Data only as authorized pursuant to the Data Sharing Agreement. Any act by Recipient that involves a use beyond that set forth in the Data Sharing Agreement shall be deemed in its entirety to be a prohibited use of the Restricted Data.
2. All officials, employees, contractors, subcontractors, or agents authorized to request, receive and obtain information, including the Restricted Data, from Recipient under the Data Sharing Agreement must be identified in an Exhibit to the Agreement. Any further disclosure to officials, employees, contractors, subcontractors, or agents identified by Recipient that will have access to information as provided under the Data Sharing Agreement shall be documented through completion of an amendment form and security pledge for the use of Restricted Data.
3. Recipient is responsible for ensuring that any third party acquirer of Restricted Data, employed by, under contract to or working in collaboration with Recipient, operate within the terms of the Data Sharing Agreement; not retain any Restricted Data permanently, but is required to return any Restricted Data to an LDS Agency upon request, or to Recipient within 10 days of Recipient’s request, and/or upon completion of the work or termination, cancellation or expiration of the Data Sharing Agreement. An LDS Agency may request that the Restricted Data be permanently destroyed and that written certification of destruction be sent to the LDS Agency.
4. The LDS Agencies make no representations or warranties, express or implied, with respect to the Restricted Data. The LDS Agencies shall not be liable to the Recipient for amounts representing the loss of profits, loss of business or indirect, consequential or punitive damages in connection with the provision or use of Restricted Data under the Data Sharing Agreement.
5. Recipient will comply with all applicable laws, materials, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of Restricted Data shared pursuant to the Data Sharing Agreement, including, but not limited to the relevant requirements of:
  - A. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) and Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of “education records” as defined in FERPA and “school student records” as defined in ISSRA (collectively, “Student Data”);
  - B. U.S.C. section 552(A) (The Privacy Act of 1974, Public Law 93-579);
  - C. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, and its implementing regulations, including 45 CFR Parts 160 and 164;
  - D. The Social Security Act (42 U.S.C. §§ 1320d-2 through 1320d-7);
  - E. Federal regulations pertaining to recipients of unemployment compensation (UC) information (20 CFR 603);
  - F. Section 1900 of the Illinois Unemployment Insurance Act (820 ILCS 405/1900);

- G. The Identity Protection Act (5 ILCS 179/1 *et seq.*), pertaining to the collection and use of social security numbers;
  - H. The Gramm-Leach-Bliley Act, 15 USC, Subchapter I, Sec. 6801 – 6810, pertaining to student loan information; and
  - I. The confidentiality requirements for LDS Agency data under the Data Processing Confidentiality Act (30 ILCS 585/0.01 *et seq.*), pursuant to which information obtained from any individual shall, without limitation:
    - Be confidential;
    - Not be published or open to public inspection;
    - Not be used directly in any court in any pending action or proceeding; and
    - Not be admissible in evidence in any action or proceeding.
7. In the event that any Restricted Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States or any political subdivisions thereof, Recipient shall first (a) notify the LDS Agencies of the order and provide a complete copy of such order to the LDS Agencies and (b) permit an LDS Agency to seek an appropriate protective order. Recipient shall fully cooperate with an LDS Agency if it wishes to apply to such court for a protective order. Recipient shall only disclose the Restricted Data to the extent necessary and for the purposes of the court or other governmental body. Furthermore, Recipient must comply with the notice requirements of FERPA (34 C.F.R. § 99.31(a)(9)(ii)) when and if it is required to disclose any Student Data in accordance with a lawfully issued subpoena or court order. 34 C.F.R. § 99.33(b)(2).
8. Nothing in the Data Sharing Agreement may be construed to allow Recipient to maintain, use, disclose, or share the Restricted Data in a manner not allowed by state or federal law or regulation.
9. Recipient will not share Restricted Data with anyone, except those employees and contractors, subcontractors and agents of Recipient as identified in an Exhibit to the Data Sharing Agreement, as may be amended from time to time in accordance with the terms and conditions of the Agreement. Recipient will instruct all persons having access to Restricted Data on the use and confidentiality restrictions set forth in the Data Sharing Agreement and sanctions for unauthorized disclosure and shall require all employees, contractors, subcontractors, or agents of any kind to comply with all applicable provisions of state and federal laws with respect to the Restricted Data. Recipient shall provide executed copies of a security pledge for the use of Restricted Data for each such person and upon an LDS Agency's request, shall produce a written acknowledgement from all such persons verifying that the instruction required under this Section has occurred.
10. Recipient will not disclose any individually identifiable information or Restricted Data under the Data Sharing Agreement in a manner which could identify an individual student, person, program, school, institution, district, or corporate entity except as authorized by the LDS Agencies and applicable law. Disclosure includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R Part 99), or individual identification of a person, program, school, institution, district, or corporate entity; and includes de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

11. Recipient may not re-disclose Restricted Data to any other person or entity unless permitted by law and approved in advance under an amendment to the Data Sharing Agreement and, if required by law with respect to Student Data, the written consent of the parent or student if such student may consent to disclosure under FERPA. Re-disclosure of Student Data includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R. Part 99); and includes de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.
12. Recipient certifies that it has the capacity to restrict access to the Restricted Data and maintain the security of electronic information, as more fully set forth in the Recipient's data security plan. Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Restricted Data received from, or on behalf of, an LDS Agency. Recipient acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the Restricted Data is strictly prohibited. Recipient agrees that all data transmissions will be encrypted and provided through a secure data delivery mechanism consistent with requirements established in the Recipient's data security plan. These measures will be extended by contract to all employees, contractors, subcontractors, or agents that will receive Restricted Data provided by the Data Sharing Agreement and used by Recipient.
13. Recipient will not provide any of the Restricted Data obtained pursuant to 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 subsections 99.67(c), (d) or (e) of Title 34 of the Code of Federal Regulations. 34 C.F.R. § 99.67 (c), (d) and (e).
14. Recipient agrees to fully report to the LDS Agencies within one day of discovery any infraction of the confidentiality provisions and any use or disclosure of Restricted Data not authorized by the Data Sharing Agreement or in writing by the LDS Agencies. Recipient's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Restricted Data used or disclosed; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) what Recipient has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Recipient has taken or shall take to prevent future similar unauthorized use and/or disclosure. Recipient shall provide such other information, including a written report, as reasonably requested by the LDS Agencies.
15. Recipient agrees that Restricted Data shall not be archived, sent to a records center, or otherwise transferred or removed to locations that are not specifically authorized in the Recipient's data security plan, and shall not be retained for any period longer than the earlier of: (i) the expiration of the term of the Data Sharing Agreement or (ii) the completion of the project or projects authorized through the Data Sharing Agreement (the "Completion Date").
16. Recipient agrees to secure any and all data received pursuant to the Data Sharing Agreement and agrees to establish, secure and retain records of access and use of all Restricted Data received pursuant to the Data Sharing Agreement. Recipient agrees to allow any LDS Agency on-site inspection and access to all relevant data files and servers to verify data security and usage, as well as

audit access, throughout the term of the Data Sharing Agreement and for a period of three (3) years following the Completion Date, whichever is longer. The three (3) year period shall be extended for the duration of any audit in progress during the term. No fees shall be assessed for such access, audit, or review, and Recipient agrees to cooperate with an LDS Agency's efforts to verify data security and usage. The Recipient must respond to and correct, at its sole cost and expense, any deficiencies in its data security or management practices noted by an LDS Agency as a result of an audit or monitoring process.

17. Recipient must create and maintain a record of any disclosure of Restricted Data made to any other person or entity pursuant to the Data Sharing Agreement. The record of disclosure must record the name of any person or organization receiving the Restricted Data and their legitimate interest in the Restricted Data for a legally authorized purpose. The record must also describe the Restricted Data included within the disclosure by class, school, district, or other appropriate grouping. Upon an LDS Agency's request, Recipient must provide a copy of the record of further disclosures.
18. Any breach of the security of any Restricted Data provided to any person or entity under the Data Access Agreement shall be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1, *et seq.*).
19. Recipient represents and agrees that any and all approvals for the research to be conducted using the Restricted Data, where required by law, from the Recipient or the Recipient's Institutional Review Board ("IRB") have been obtained. An LDS Agency may request a copy of any review completed by Recipient or the Recipient's IRB related to the Restricted Data; and Recipient shall provide an LDS Agency with a copy of the requested review within ten (10) working days of the agency's written request.
20. Recipient may not assign its obligations under the Data Sharing Agreement, or any part of its interest in the agreement, without the prior written consent of the LDS Agencies. Any assignment made without said consent shall be null and void.
21. Recipient recognizes and agrees that the Restricted Data it obtains under the Data Sharing Agreement is the property of the LDS Agency providing such data and shall be disposed of or returned to the appropriate LDS Agency within ten (10) days, upon request. All Restricted Data received pursuant to the Data Sharing Agreement shall be disposed of upon termination, cancellation, expiration, or other conclusion of the Data Sharing Agreement. Disposal means the return of the Restricted Data to an LDS Agency or destruction of the Restricted Data as directed by an LDS Agency, utilizing a secure deletion method specified by an LDS Agency, including purging of all copies from the Recipient's information technology systems. If Recipient destroys the Restricted Data, it shall provide the LDS Agencies with a written certificate identifying the data and confirming the method and date of destruction. Recipient agrees to require all employees, contractors, subcontractors, or agents of any kind to comply with this provision.
22. Recipient must ensure that any third-party recipient of the Restricted Data working under or in collaboration with Recipient agrees by contractual terms to the provisions of the Data Sharing Agreement for the sharing, disclosure, re-disclosure, use, maintenance, security and destruction of the Restricted Data.
23. The Recipient will be solely responsible for the unlawful disclosure of Restricted Data it has received and, to the fullest extent permitted by law, will defend, indemnify, and hold harmless the LDS Agencies for any and all claims arising out of or in any way connected to that disclosure.

24. The terms and provisions set forth in this Exhibit shall apply to the use of Restricted Data received by Recipient for so long as Recipient retains the data and shall survive the expiration or earlier termination of the Data Sharing Agreement.
  
25. The Recipient acknowledges that it would be difficult, if not impossible, to compute the monetary loss which would result from an unlawful disclosure of Restricted Data, and that accordingly the LDS Agencies are without an adequate remedy at law in the event the Recipient violates any of the terms of the Data Sharing Agreement. The Recipient further acknowledges that said terms are reasonable and necessary to protect the confidentiality of the Restricted Data. The Recipient must expressly agree that any breach or threatened breach of the terms of the Data Sharing Agreement shall entitle the LDS Agencies, in addition to any other remedies available to any of them, to apply to any court for an injunction, temporary and permanent, to prevent any violation of the Data Sharing Agreement.

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