

Confidentiality and Data Usage Agreement

This agreement (“Agreement”) is entered into by and between the Governor’s Office of Student Achievement (“GOSA”), which houses Georgia’s Academic and Workforce Analysis and Research Data System (“GA•AWARDS”), and _____, the recipient of private or protected data provided by GA•AWARDS, hereinafter referred to as the “Requestor.”

GOSA enters into this Agreement on behalf of the GA•AWARDS Data Management Committee (“DMC”), which governs GA•AWARDS.

The private and protected data provided under this Agreement – including data related to students, educators, workers, employers, or other individuals (collectively, “Subject Data”) – is collected and maintained to support studies or research on commercial, scientific, technical, or scholarly issues that have not been publicly released. The Subject Data consists of de-identified, student-level information, the disclosure of which would jeopardize the receipt of federal funds under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations.

Accordingly, the release and use of Subject Data is subject to the terms and conditions of this Agreement. The Subject Data is not subject to public inspection under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and is expressly exempt from disclosure pursuant to O.C.G.A. § 50-18-72(a)(35)-(37).

For all data requests:

1. Confidentiality and Non-Disclosure

The Requestor agrees to preserve the confidentiality of the Subject Data at all times. The Requestor shall not report, publish, disclose, or otherwise disseminate Subject Data in any manner that directly or indirectly identifies any individual, in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations, including 34 C.F.R. § 99.31(a)(6), and all applicable state laws, including but not limited to O.C.G.A. §§ 20-2-210, 20-2-320, and 20-14-40.

The Requestor shall not publish, disclose, or otherwise disseminate any data, analysis, or results derived from Subject Data for any subgroup with a cell size (n-size) of fewer than ten (10).

The Requestor shall not make any attempt to identify or re-identify any individual whose information is contained in the Subject Data, nor permit any such attempt by any other person or entity.

2. Restrictions on Disclosure and Use

The Requestor shall not release, publish, copyright, patent, sell, license, or otherwise publicly disseminate the Subject Data, or take any action that would compromise the confidential or proprietary nature of the Subject Data.

Notwithstanding the foregoing, and subject to full compliance with the terms of this Agreement, the Requestor may prepare reports, analyses, or presentations derived from the Subject Data, provided that such materials:

- (a)** do not disclose Subject Data;
- (b)** do not directly or indirectly identify any individual; and
- (c)** comply with all applicable suppression, aggregation, and confidentiality requirements set forth in this Agreement.

3. Purpose Limitation and Approved Use

The Requestor shall use the Subject Data solely for the purpose(s) identified in the Requestor's data request application as approved by the GA•AWARDS Data Management Committee ("DMC"). The approved application, together with any conditions, limitations, or caveats imposed by the DMC, is hereby incorporated by reference into and made a part of this Agreement. The Requestor shall not use the Subject Data for any purpose other than the purpose(s) expressly approved by the DMC.

- (a)** Any report, analysis, or presentation that materially deviates from the purpose(s) described in the approved application constitutes a material breach of this Agreement.
- (b)** Any report, analysis, or presentation that materially deviates from the approved purpose(s) shall not be approved, presented, published, or submitted for publication.

4. Prohibition on Use in Theses or Dissertations

The Requestor shall not use the Subject Data, in whole or in part, for inclusion in any thesis, dissertation, or other degree-related academic requirement.

5. Georgia Independent College Association (“GICA”) Data Review and Approval

The Requestor acknowledges that any analysis, report, or presentation that includes or is derived from data provided by the Georgia Independent College Association (“GICA”) is subject to a separate review and approval process by GICA or its designees. GICA reserves the right, in its sole discretion, to deny, condition, restrict, or revoke approval for the use of its data at any time. Upon notice of revocation, the Requestor shall immediately cease use of the affected GICA data and comply with any additional instructions provided by GICA or GOSA regarding withdrawal, modification, or destruction of such data or related analyses.

6. Review of Reports and Publications

The Requestor shall provide GOSA with an electronic copy of any report, analysis, or presentation produced using or derived from the Subject Data at least thirty (30) calendar days prior to any public presentation, dissemination, or submission for publication.

- (a)** All publications, reports, analyses, presentations, and related materials – including preliminary project descriptions and draft documents – shall include only aggregate data and shall not contain personally identifiable information or any information that could reasonably be used, alone or in combination with other data, to identify any individual.
- (b)** The Requestor shall promptly make any revisions required by GOSA or the GA•AWARDS Data Management Committee (“DMC”) to ensure compliance with this Agreement, including revisions necessary to prevent the disclosure of personally identifiable information, prior to any presentation, dissemination, or submission for publication.

7. Use of GA•AWARDS Name and Logo

The Requestor shall not use the name, logo, seal, or any other identifying marks of GA•AWARDS or GOSA in any publication, presentation, promotional material, or other communication without the prior written permission of GOSA.

8. Required Disclaimer

The Requestor shall include the following disclaimer verbatim in each report, analysis, or presentation produced using or derived from the Subject Data:

“The contents of this report were developed using data provided by Georgia’s Academic and Workforce Analysis and Research Data System (GA•AWARDS). However, those contents do not necessarily represent the views or policies of GA•AWARDS or any of its participating organizations, and you should not assume endorsement by GA•AWARDS or any of its participating organizations.”

9. Prohibition on Data Linking, Matching, and Artificial Intelligence Use

The Requestor shall not merge, match, link, combine, or otherwise integrate the Subject Data with any other data set or data source unless such activity is expressly described in the Requestor's approved data request application and is authorized in advance in writing by GOSA or the GA•AWARDS Data Management Committee ("DMC").

The Requestor shall not use, input, upload, process, analyze, train, fine-tune, test, validate, or otherwise make available the Subject Data, in whole or in part, in connection with any artificial intelligence, machine learning, large language model, automated decision-making system, or similar technology, whether developed internally or provided by a third party, without the prior written authorization of GOSA. This prohibition applies regardless of whether the Subject Data is de-identified, aggregated, transformed, or incorporated into derivative works.

10. Applicability of Agreement to Derivative Data and Right to Review

All Subject Data, including any copies, extracts, derivative files, working files, and any data files created through merging, matching, or other transformations of the Subject Data, shall remain subject to the terms and conditions of this Agreement. GOSA reserves the right to request and review any documents, analyses, code, scripts, or data files used to access, process, analyze, or derive results from the Subject Data for the purpose of verifying compliance with this Agreement.

11. Feedback, Annual Review, and Agreement Renewal

The Requestor shall complete any feedback survey provided by GOSA regarding the use of Subject Data and shall provide additional feedback related to the data request, data access process, or outcomes of the approved use.

In addition, the Requestor shall complete an annual review survey, in a form provided by GOSA, for each year in which the Requestor retains access to Subject Data.

As a condition of continued access to Subject Data, the Requestor shall execute any updated or revised Confidentiality and Data Usage Agreement required by GOSA. Failure to complete the annual review survey or to execute an updated Agreement when required may result in suspension or termination of access to Subject Data pursuant to Section 12.

12. Termination and Revocation

GOSA may revoke this Agreement immediately for cause, including any violation of the terms and conditions of this Agreement, or may terminate this Agreement without cause upon thirty (30) days' prior written notice to the Requestor.

- (a)** GOSA may initiate revocation of this Agreement by providing written notice to the Requestor describing the factual basis and grounds for the proposed revocation.
- (b)** Upon receipt of such notice, the Requestor shall immediately cease all access to and use of the Subject Data and suspend all research or analytical activities related to this Agreement pending resolution. The Requestor shall have three (3) business days from receipt of the notice to submit a written response explaining why the Agreement should not be revoked.
- (c)** GOSA shall determine whether to revoke the Agreement based on all available information and provide written notice of its decision to the Requestor within ten (10) business days after receipt of the Requestor's response. These timeframes may be extended or modified by GOSA for good cause.

13. Consequences of Violation

The Requestor acknowledges that any violation of this Agreement constitutes a material breach of contract and may subject the Requestor and the Requestor's organization to civil or criminal penalties under applicable federal or state law. The Requestor further acknowledges that any violation of this Agreement may result in the suspension or denial of the Requestor's current or future access to private or protected data provided by GA•AWARDS.

14. Fees

The Requestor shall pay any and all fees associated with the request for and use of Subject Data, as agreed upon in writing by the parties.

15. Authorized Users, Data Storage Responsibilities, and Notification Requirements

The Requestor shall restrict access to the Subject Data solely to those individuals identified in the approved data request application who have executed a Confidentiality and Data Usage Agreement with GOSA.

Any individual researcher, analyst, or staff member who stores, maintains, or retains Subject Data in any form (including copies, extracts, working files, or backups), whether acting as a primary researcher, co-investigator, analyst, or in a supporting role, shall be required to complete a separate security review, in a form prescribed by GOSA, prior to storing or retaining Subject Data.

The Requestor shall ensure that each such individual executes any individual-level data security or data destruction agreement required by GOSA, including an agreement certifying that all Subject Data in that individual's possession or control has been returned or destroyed in accordance with this Agreement at the conclusion of the approved project or upon termination of the individual's data storage responsibility, whichever occurs first.

The Requestor shall notify GOSA in writing within one (1) business day if any individual listed in the approved application:

- (a) is terminated from employment or affiliation, or
- (b) no longer requires or is authorized to access individual-level Subject Data. Such notice shall include the effective date of the termination or access change.

The Requestor shall notify GOSA in writing within one (1) business day upon receipt of any request, subpoena, demand, or other attempt by any person or entity to obtain disclosure of the Subject Data. No disclosure shall be made unless expressly authorized in advance in writing by GOSA.

16. Security Incidents and Breach Notification

The Requestor shall notify GOSA in writing immediately, and in no event later than one (1) business day after discovery, of any actual or suspected breach of security, unauthorized access, or unauthorized disclosure of Subject Data.

17. Data Residency and Geographic Access Restrictions

The Requestor shall ensure that all Subject Data is stored, processed, and maintained exclusively within the United States and that access to the Subject Data is permitted only from within the United States. The Subject Data shall not be transferred, transmitted, stored, or accessed outside the United States for any purpose.

18. Data Security, Storage, and Encryption

The Requestor shall retain the original version of all individual-level Subject Data on a secure server and shall not make copies, extracts, or derivatives of the Subject Data available to any person other than those individuals authorized pursuant to Section 15 of this Agreement.

(a) Prohibition on Unauthorized Storage Media

The Requestor shall not store Subject Data on portable or removable media, including but not limited to CDs, DVDs, USB drives, external hard drives, or similar devices, nor on any cloud-based, hosted, or third-party storage environment, except on an approved encrypted laptop, secure server environment, or cloud-based system expressly authorized in writing by the GA•AWARDS Director or designee.

(b) Encryption Requirements

The Requestor shall ensure that all Subject Data is encrypted both in transit and at rest using encryption methods compliant with Federal Information Processing Standards (“FIPS”) 140-2 or its successor standard.

GOSA shall ensure encryption of Subject Data while in transit when transmitted directly from GOSA systems. The Requestor is solely responsible for ensuring compliant encryption for any subsequent transmission, storage, processing, or internal movement of Subject Data.

For the purposes of this Agreement, “data at rest” includes any Subject Data stored in a database, file system, backup, or on any device or media, including laptops and other mobile devices, all of which must be encrypted.

(c) Secure Server and Defense-in-Depth Requirements

The Requestor shall store and process Subject Data only on a secure server implementing a defense-in-depth security model, defined as a layered set of technical and administrative safeguards designed to prevent unauthorized access. Such safeguards may include, but are not limited to:

- Strong user authentication and access controls,
- Network firewalls,
- Intrusion detection or prevention systems,
- Anti-virus and anti-malware protections,
- Access logging and audit mechanisms, or
- Data loss prevention technologies.

Defense-in-depth controls shall be implemented as part of a documented Information Security Management System (“ISMS”) aligned with industry-recognized standards, including ISO/IEC 27002:2022, the National Institute of Standards and Technology (NIST) Special Publication 800-series, or Federal Information Processing Standards (FIPS) 200. If the Requestor determines that a specific control is not reasonable or appropriate, the Requestor shall provide GOSA with written justification including a risk assessment supporting the determination. GOSA reserves the right to approve or deny the request for exemption.

(d) Security Certification and Attestation

The Requestor certifies that the information security controls and ISMS described in the approved data request application are accurate to the best of the Requestor’s knowledge and that the Requestor has implemented defense-in-depth security controls consistent with the standards identified in subsection (c), or that the Requestor’s environment is certified as ISO/IEC 27001 compliant.

19. Data Return, Destruction, and Certification

The Requestor shall destroy or return to GOSA all individual-level Subject Data, including all copies, extracts, derivative files, merged files, and any media used to transfer Subject Data from GOSA to the Requestor, upon the earliest of:

- i. twelve (12) months from the date this Agreement is executed by the GA•AWARDS Director, or
- ii. forty-five (45) days after the Subject Data is no longer required to perform the approved study or research.

Any extension of the retention period must be approved in advance in writing by GOSA.

(a) Secure Transfer Coordination

GOSA and the Requestor shall cooperate to determine the appropriate secure method and medium for any transfer of Subject Data between the parties. The Requestor shall promptly confirm receipt of Subject Data and notify GOSA of any discrepancies between the data received and the data authorized under this Agreement. The same procedures shall apply to any transfer of Subject Data from the Requestor to GOSA.

(b) Secure Destruction Standard

All destruction of Subject Data shall be performed using methods that render the data permanently unreadable and unrecoverable using commercially available data recovery or forensic techniques.

If a third-party destruction service is used, the Requestor shall obtain and, upon request, provide GOSA with a written certificate of destruction.

(c) Media-Specific Destruction Requirements

Subject Data stored on physical or removable media shall be securely destroyed using methods appropriate to the media type, including physical destruction where necessary.

Subject Data stored on electronic storage media shall be destroyed using industry-accepted secure deletion or sanitization methods consistent with NIST Special Publication 800-88 (Media Sanitization) or a successor standard.

20. Certificate of Data Destruction

The Requestor shall complete, sign, and submit to GOSA a signed and notarized Certificate of Data Destruction, in a form provided by GOSA, certifying that all Subject Data has been returned to GOSA or securely destroyed in accordance with this Agreement. The Certificate of Data Destruction shall be submitted to GOSA within ten (10) business days following the return or destruction of the Subject Data, unless a different timeframe is approved in writing by GOSA. Any failure to timely submit the Certificate of Data Destruction, to comply with the requirements of this section, or to provide false, misleading, or incomplete information in the Certificate shall constitute a material breach of this Agreement and may result in revocation or termination of this Agreement pursuant to Section 12 and the imposition of consequences described in Section 13.

In addition to the foregoing, any individual authorized pursuant to Section 15 of this Agreement who stored, maintained, accessed, or otherwise had custody or control of Subject Data at any time shall also complete, sign, and notarize a separate Certificate of Data Destruction, in a form provided by GOSA, certifying that all Subject Data in such individual's possession, custody, or control has been returned to GOSA or securely destroyed in accordance with this Agreement. The Requestor shall be responsible for ensuring that all such individual Certificates are completed and submitted to GOSA within the timeframe set forth above. The failure of any such individual to execute and submit a required Certificate of Data Destruction, or the submission of any false, misleading, or incomplete information therein, shall constitute a material breach of this Agreement, subject to the remedies and consequences set forth in Sections 12 and 13.

21. Assignment

The Requestor shall not assign, delegate, or transfer this Agreement, or any rights or obligations hereunder, in whole or in part, without the prior written consent of GOSA. Any attempted assignment or transfer without such consent shall be void.

22. Amendments

No modification, amendment, or alteration of this Agreement shall be valid or effective unless made in writing and signed by authorized representatives of both parties.

23. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

24. Governing Law and Venue

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia.

25. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Copies of this Agreement, including those transmitted by facsimile, scanned copy, or electronic means, and electronic signatures shall be deemed valid and binding for all purposes.

26. Approved Data Location and Change Management

The Requestor acknowledges that the Subject Data shall be stored and maintained only in the location(s) identified in the approved data request application and security review. Any change to the storage location, hosting environment, or access architecture for the Subject Data shall require a new or updated security review and prior written approval by GOSA.

Jackie Lundberg

Date

{Name}

Date

Director of Data Systems and
Operations, GOSA

Requestor