

Data Sharing Agreement
between
Utah State Board of Education
and
Utah Education and Telehealth Network

This Data Sharing Agreement (“**Agreement**”) is entered into between the Utah State Board of Education (“**Board**” or **USBE**), and Utah Education and Telehealth Network (**UETN**).

WHEREAS, USBE has constitutional and statutory authority for the general control and supervision of the public education system pursuant to the Utah Constitution Article X, Section 3 and Utah Code Title 53A Chapter 1;

WHEREAS, the Board Rule R277-502. Educator Licensing and Data Retention requires that educator data be retained. This rule specifies the types of license levels and license areas of concentration available and procedures for obtaining a license, required for employment as a licensed educator in the public schools of Utah;

WHEREAS, UETN and USBE desire to integrate their systems in such a way that educators with access to the UETN Network may gain access to Educator Records maintained and stored by USBE; and

WHEREAS, the information stored and maintained by USBE includes educator education records with private information;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Purpose:** The purpose of this Agreement is to facilitate USBE’s ability to share data with UETN for the purpose of authenticating educator accounts, through which educators access their educator licensing data and, in particular, to enable educators to use their UETN Network credentials to access information stored and maintained by USBE.
2. The following **Definitions** apply to this Agreement:
 - a. “Educator Records” means Private Information related to Utah educators, including metadata.
 - b. “Metadata” includes all information created manually or automatically to provide meaning or context to other data.
 - c. “Private Information” or “PI” includes both direct identifiers (such as name, address, SSN, CACTUS number) and indirect identifiers (such as a date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PI may also include metadata about interaction with an app or service that, alone or in combination, would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the subject of the information with reasonable certainty.

- d. “Donor Party” means educators who are licensed by USBE and have submitted materials that are held on CACTUS or who have otherwise submitted information as an educator.
3. **Data Sharing:** UETN and USBE shall collaborate to implement an authentication method through which Donor Parties with UETN credentials may use their UETN accounts and access to certain UETN platforms to access their Educator Records. USBE shall share certain information with UETN to allow UETN to verify that the Donor Party accessing the UETN platforms is presented with Educator Records corresponding only to that Donor Party. UETN agrees that all transmission of Educator records through the application programming interface shall be subject to this Agreement.
 - a. *USBE Disclosure of Data:*
 - i. *For purposes of authenticating the identity of a Donor Party, USBE shall make it possible for UETN to compare the account information submitted to UETN by a Donor Party with the following attributes of the USBE Person ID used in USBE’s Cactus implementation:*
 1. `be_cactus.UEN.tc_person.last_name`
 2. `be_cactus.UEN.tc_person.ssn` (USBE shall mask all but the last four (4) digits of a Donor Party’s SSN and shall in no instance make it possible for UETN to view an entire SSN).
 3. `be_cactus.UEN.tc_person.dob`
 4. `be_cactus.UEN.tc_person.person_id`, respectively
4. **Term.** This Agreement is effective for five (5) years from the date signed by the parties, unless terminated sooner in accordance with the terms and conditions herein.
5. **Confidentiality and Non-Disclosure.** The parties agree to use data only for those purposes described this Agreement or as required by law and under the following conditions:
 - a. The parties shall have sufficient safeguards in place to ensure the data obtained is used only for the purpose stated in this Agreement.
 - b. Data in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or any other means.
 - c. The data shall not be stored on any server accessible by unauthorized personnel.
 - d. The parties shall limit access to, and use of, the data to only those persons who have a legitimate interest in the data provided under this Agreement, and shall do the following in regards to those individuals:
6. **Data Security:** The parties will have whole disk encryption on computers used for accessing or storing reports from the data. Each party will limit access to the data using appropriate security controls in accordance with the most recent NIST 800-53 guidelines in transmitting, encrypting, storing, and maintaining data:
<http://www.nist.gov/publication-portal.cfm>, and comply with the State of Utah Information Technology Resources Acceptable Use Policy found at:

<http://dts.utah.gov/employee-state/statewide-dts-policies/index.php>.

7. **Indemnity:** To the extent that both parties to this Agreement are governmental entities as defined in the Governmental Immunity Act of Utah (U.C.A. 63G-7-101 et. seq.), nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.
8. **Monitoring:** The parties shall permit each other the right of a compliance review with a thirty (30) day notice, to ensure that the provisions of the Agreement are upheld.
9. **Amendments:** This Agreement may only be amended by the mutual written agreement of the parties. No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. Any such waiver shall not be construed as a waiver by such party of any subsequent breach under this Agreement.
10. **Public Information:** The parties agree that this Agreement will be a public document, and may be available in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA). Each party gives the other express permission to make copies of this Agreement in accordance with GRAMA.
11. **Governing Law:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah.
12. **Assignment:** Neither party may assign any of its rights under this Agreement, except to a governmental entity that acts as a successor-in-interest to the assigning party or with the prior written consent of the other party.
13. **Independent Contractors:** The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party may take any binding action on the other party.
14. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

IN WITNESS WHEREFOR, the parties sign and cause this Interagency Agreement to be execute
UTAH STATE BOARD OF EDUCATION

Title: Dr. Sydnee Dickson Ed.D., Superintendent of Instruction

Date

UTAH EDUCATION AND TELEHEALTH NETWORK

Title:

Date