

## Aligning Education and Housing:

### Data Sharing Agreement Template for Intermediary Organizations

The Council of Large Public Housing Authorities  
455 Massachusetts Ave, NW, Suite 425  
Washington, DC 20001  
[www.clpha.org](http://www.clpha.org)

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We are pleased to share with you the following work product from the Council of Large Public Housing Authorities (CLPHA) as part of our systems alignment initiative, an effort to better intersect fields so they can more effectively help those they serve. This data sharing agreement template for use with intermediary organizations has been created in order to foster data sharing between housing and other sector organizations in order to improve efficiency, reduce duplication of efforts, and increase holistic care in order to improve educational and life outcomes for low-income children. This document draws upon existing and successfully implemented data sharing agreements between housing authorities and other organizations. It is designed to allow those who wish to engage in data sharing to have an easier place to start and reduce costly staff time. It is meant to allow for flexibility: inserting and deleting parts where indicated to fit specific community needs. This document tried to account for different types of data sharing and provide wording for those agreements.

We are immensely grateful to the Bill & Melinda Gates Foundation for supporting the creation of this template, and to the John D. and Catherine T. MacArthur Foundation for supporting the dissemination of and technical assistance for this template. This template was created with inspiration from housing authorities and partnerships across the country; we appreciate all of these communities' hard work and leadership in these efforts.

**Disclaimer:** This template is provided for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or question. Use of this template, including its exhibits and attachments, does not create a relationship or any responsibilities between CLPHA and the user.

AGREEMENT FOR HOUSING AUTHORITIES SHARING DATA WITH AN INTERMEDIARY ORGANIZATION LIKE A UNIVERSITY

*Such an agreement can be useful for organizations that do not have or cannot bring on data analysis staff, and/or wish to fortify the privacy of data by maintaining it with a third-party.*

**DATA SHARING AGREEMENT  
FOR [INSERT BRIEF EXPLANATION OF REASON TO SHARE DATA]**

*Example: Conducting research regarding evaluation of linked learning to improve instruction in public housing communities*

This AGREEMENT (this “**Agreement**”) is entered into and effective \_\_\_\_\_ by and between the [name of housing authority], located at [address] (the “**Authority**” or “[**acronym for housing authority**]”) and [Intermediary Organization] (the “[**acronym of organization**]”) located at [address]. The Authority and the [Intermediary Organization] are collectively referred to as the “**Parties.**”

[Include additional parties in the above paragraph that are providing or sharing data as applicable]

*Note: “**Authority**” and “**Intermediary Organization**” are used throughout, but may be replaced with an appropriate acronym or alternate term, as applicable.*

*If this Agreement is to have an Intermediary organization provide only analysis of shared data, please disregard this paragraph. If this agreement is to have the Intermediary Organization house/store the data collected from the Authority and other organization(s), like a school, as well as analyze data, include the following language:*

It is understood that the [Intermediary Organization] will serve as the keeper of the data from the Authority and [other organization].

**BACKGROUND**

[Insert a brief statement of your work and why it is important. Include why you wish to share data with all Parties.]

*Example 1: The purpose of this Agreement is to provide [Intermediary Organization] with data on public housing youth residing in the Authority’s properties to improve educational outcomes for youth in K-12 within the \_\_\_\_\_ School District. Specifically, the Authority seeks to determine how public housing students’ outcomes compare with those of non-public housing students.*

*Example 2: The Authority and [Intermediary Organization and/or other organization] seek to cooperate with one another to store and analyze information that will further their abilities to serve the Authority's residents who attend \_\_\_\_\_ School, and to facilitate authorized studies of data exchanged by the Parties hereto. For the purposes of this Agreement, "authorized studies" includes research of which both Parties are aware and share a mutual understanding and agreement that such research should be conducted. The purpose of this Agreement is to set forth the scope of the Parties' responsibilities in sharing data to serve the purposes contained herein.*

The Authority will work with the [Intermediary Organization] to implement a coordinated approach to store and perform analysis of the data provided by the Authority and [Education Organization].

*Appendix A provides additional example language to establish your joint goals and reasons to share data.*

*Appendix B provides sample data categories.*

### GOALS

- A. This Agreement is intended to define the plans and responsibilities between the Authority and [Intermediary Organization] under the project that aims to [project goals].
- B. The Authority is [description of organization].
- C. [Intermediary Organization] is [description of organization].
- D. *If an additional agreement is contemplated:* The Authority wishes to [what it hopes to achieve like form a partnership with education organization to plan and support the development of a common vision]
- E. The Authority wishes to utilize services of [Intermediary Organization] as [insert responsibilities of Intermediary Organization].

### AGREEMENT

NOW, THEREFORE, the Authority and the [Intermediary Organization] mutually agree as follows:

#### 1. Scope of Work

(a) During the term of this Agreement, as set forth below, [Intermediary Organization] will use its reasonable efforts to perform the research activities as described in the scope of work ("**Scope of Work**") and attached hereto as Exhibit A. [Intermediary Organization] will determine the nature and priority of research activities in collaboration with the Authority [ and other organization], but will use its discretion and judgement as to the method and means of performing the Scope of Work.

(b) Should the Authority seek additional services beyond the Scope of Work and which would exceed the hours or responsibilities prescribed in this Agreement, [Intermediary Organization] and the Authority shall jointly negotiate an equitable adjustment of price and the Scope of Work.

#### 2. Personnel

- (a) [Intermediary Organization]'s principal investigator for the project will be \_\_\_\_\_.

(b) The Authority's principal contact for the purposes of this Agreement will be \_\_\_\_\_. The Authority will give [Intermediary Organization] written notice of any change to its principal contact.

[Include additional organizations and respect contacts as applicable]

### 3. Term

(a) This Agreement is effective from \_\_\_\_\_ to \_\_\_\_\_ unless terminated sooner in accordance with this Agreement. [Intermediary Organization] is not required to perform any work beyond the termination date of this Agreement.

### 4. Intellectual Property

(a) Any and all tangible materials, analysis and reports, regardless of format, delivered by and developed or created solely by [Intermediary Organization] (“**Work Product**”) shall belong to [Intermediary Organization]. [Intermediary Organization] shall grant the Authority a perpetual, non-royalty bearing, world-wide license to use, reproduce, publish, and distribute the Work Product in accordance with this Agreement. The Authority agrees to recognize its use of the Work Product by including an attribution in a prominent location within publications, reports, or other materials that acknowledges the contribution of [Intermediary Organization] and/or use of the Work Product.

(b) Any reports developed or created by both [Intermediary Organization] and the Authority will be jointly owned.

(c) To the extent pre-existing intellectual property owned by the Authority or [Intermediary Organization] is incorporated into the Work Product, the original owner shall retain ownership over their own intellectual property. Each Party shall grant to the other Party a perpetual, non-royalty-bearing, world-wide license to use the other Party’s pre-existing intellectual property when included in the Work Product developed pursuant to this Agreement.

(d) To the extent intellectual property owned by a third party is incorporated into the Work Product, either Party will obtain the necessary permissions and/or licenses to use such materials.

### 5. Confidentiality

(a) In performance of this Agreement the Parties may disclose to each other information pertaining to proprietary financial and strategic information and personally identifiable information relating to the Authority’s service population, either in writing or orally, information which the disclosing Party deems to be proprietary and/or confidential (“**Confidential Information**”). Confidential Information shall include (i) written information clearly marked as “proprietary” or “confidential” by the disclosing Party and (ii) oral information reduced to writing within thirty days of oral disclosure and clearly marked, designated or covered as “proprietary” or “confidential.” Each Party shall maintain the confidentiality of any information delivered by the disclosing Party. The receiving Party shall use Confidential Information solely for the purposes of this Agreement. Each Party shall protect the other Party’s Confidential Information from disclosure using at least the same degree of care as it uses to protect its own Confidential Information. The disclosure of Confidential Information to the Receiving Party shall not of itself be construed as a grant of any right or license with respect to the information. In the event the receiving Party is required by law, regulation, or judicial or administrative process to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party in

writing, if permitted by law, prior to making any such disclosure in order to facilitate the disclosing Party's seeking a protective order or other appropriate remedy from the appropriate body.

(b) Notwithstanding the above, [Intermediary Organization] may release intermediate research results, which may be derived from Confidential Information, to the Partner Agencies. Any such Confidential Information distributed to the Partner Agencies must be de-identified and provided in aggregate for the purpose of resident confidentiality. Any further release by [Intermediary Organization] requires the express written permission of the Authority. Additionally, the Authority shall not disclose any data, information, or Confidential Information learned during the course of this Agreement that specifically relates to or results from the work performed under this Agreement regarding any other Partner Agency. *Note: Should you wish to share individual data between the housing authority and the school district through the intermediary, please adjust this clause to reflect that.*

(c) Confidential Information does not include information which the receiving Party can demonstrate and document: (i) was in its knowledge or possession prior to receipt from disclosing Party; (ii) was public knowledge or becomes public knowledge through no fault of receiving Party; (iii) is or has been property provided to the receiving Party by an independent third party who has no obligation of confidentiality to the disclosing Party; or (iv) is thereafter independently developed by the receiving Party without reference to the information from disclosing Party.

[Depending on the nature and responsibilities of the Intermediary Organization, consider inserting provisions related to data security, transmission, destruction upon termination, and steps taken where a data breach has occurred. May be included in the Confidentiality section or a separate Data Security section as applicable]

### 6. Publication

(a) [Intermediary Organization] agrees to provide the Authority with an advance copy of any publication resulting from the Scope of Work not less than thirty (30) days prior to the submission or disclosure of the publication, to permit the Authority to reasonably comment, update, redact, or otherwise propose modifications or edits to the draft publication, and to ensure there is no disclosure of Confidential Information.

### 7. Termination

[Intermediary Organization] may terminate this Agreement upon 30 days prior written notice to the Authority, at any time, for any reason. The Authority may terminate this Agreement, upon 30 days prior written notice to [Education Organization], at any time, for any reason.

### 8. Participation Fee and Payment

*Note: some universities or other intermediary organizations may not charge for services in exchange for access to the data for research purposes; that should be part of preliminary discussions when entering into a partnership and personalizing this document for specific use.*

[Parties may choose to agree upon a fee involved in this Agreement and should stipulate the conditions of such a fee here.]

### 9. Indemnification

(a) The Authority agrees to the fullest extent permitted by law to hold harmless and indemnify [Intermediary Organization], its agents, employees and board members from any liability, cost or expense including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the Authority under this Agreement. The terms of this section shall survive termination of this Agreement.

(b) [Intermediary Organization] agrees that to the fullest extent permitted by law to hold harmless and indemnify the Authority, their agents, employees and board members from any liability, cost or expense including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by [Intermediary Organization] under this Agreement. The terms of this section shall survive termination of this Agreement.

10. Notice

All notices contemplated or required under this Agreement shall be in writing and delivered by hand or U.S. Mail as follows:

If to [Intermediary Organization]: [Name]  
[Name of Organization]  
[Address of Organization]

If to [housing authority]: [Name]  
[Name of Organization]  
[Address of Organization]

11. Miscellaneous Provisions

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

(b) Amendment. Modifications to this Agreement must be in writing and be signed by the Parties.

(c) Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of [state where both Parties are located]. The Parties agree that any judicial proceedings filed by the Parties regarding this Agreement will take place in [city, state where both Parties are located].

(d) Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

(e) Assignment. Neither Party shall assign its rights or responsibilities under this Agreement without written permission from the other Party.

(f) Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

(g) Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which, when assembled together, shall constitute one and the same agreement and shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

(h) Debarment. [Intermediary Organization], by executing this Agreement, warrants that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency).

(i) Conflict of Interest. The Authority represents that the Authority has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Authority. The Authority will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the [Intermediary Organization] prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest. Should a conflict of interest issue arise, the Authority agrees to fully cooperate in any inquiry and to provide the [Intermediary Organization] with all documents or other information reasonably necessary to enable the [Intermediary Organization] to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to any other legal remedies available to the [Education Organization].

By signing below, each signatory represents that it has the authority to execute this Agreement.

[NAME OF HOUSING AUTHORITY]

[NAME OF INTERMEDIARY ORGANIZATION]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

**SCOPE OF WORK**

[Insert Scope of work related to data storage and analysis as applicable]

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## Appendix A

### Sample Language

To better understand how students living in \_\_\_\_\_ Housing Authority sites attending the [name of education organization] are performing, where help is needed, and what strategies would meet the shared goals of the [name of education organization] and the Housing Authority, the Housing Authority and its consultants need to obtain and analyze student data maintained by the [name of education organization]. The Housing Authority's goals will be focused on these three outcomes or the steps leading to these outcomes including but not limited to:

- **School Readiness**—as measured by the kindergarten assessment and second grade assessments for proficiency by third grade
- **Academic Achievement and Reduction of the Academic Achievement Gap**—as measured by [state and grade-level assessments]
- **Dropout Reduction**—as measured by the number of students who stay in school and graduate

The Housing Authority and the [name of education organization] share a commitment to these goals and the greatest possible results for students. The Housing Authority and the [name of education organization] also recognize that a key part of measuring the effectiveness of any such program is the ability to track and verify results. The Housing Authority, with the assistance of the [name of education organization], will regularly review progress and make mid-course adjustments to programs.

#### 2. Tracking Progress

Indicators such as those listed below may be tracked as evidence of progress, and will be cross analyzed by ethnicity, home language, country of origin, English proficiency, gender, and school of attendance:

- Progress on kindergarten assessments
- Progression on-time to the next grade level based on promotion/non-promotion or credits earned
- Increasing student attendance
- Reduction in student disciplinary actions
- Reduction in student school mobility
- Reduction in truancy
- Reduction in disproportionality in academic achievement
- Increasing of student success on one or more portions of state assessments required for graduation
- Increasing family involvement in student learning

The Initiatives developed by the Housing Authority include the tracking and verification of results as the key tool of program evaluation. Evaluation of programs may verify results in two ways:

- 1) **Quality control and course correction.** Collecting timely information about program services, client, and outcomes will provide a capability to improve Housing Authority-funded programs to ensure they are getting the intended results. Periodic, in-depth analysis of funded programs will be conducted to provide direction for course correction.
- 2) **Overall reporting of the results.** Annual reports will be provided to the [name of education organization] and Housing Authority identifying services provided and the key results.

In collaboration with the [name of education organization]'s Student Services and Assessment Offices or other relevant division, participant data will be periodically matched with student educational records, such as academic achievement data, to ensure that important milestones are met, and results are being realized. Outcomes for students served by Housing Authority-funded programs will be compared to outcomes for other non-identified [name of education organization] students with similar characteristics. Program providers may also be required to collect and analyze more frequent data on the status of key performance measures. This approach will ensure that programs are on track toward achieving results.

**Appendix B**

**Sample Data Categories**

Category	Item
Demographics	<ul style="list-style-type: none"> <li>-Student ID</li> <li>-Name</li> <li>-Age</li> <li>-Current School</li> <li>-Current Grade</li> <li>-Grade at which student first entered district</li> <li>-Sex</li> <li>-Ethnicity/Race</li> <li>-Country of Origin</li> <li>-ELL Status</li> <li>-SPED Status</li> <li>-Gifted Status</li> <li>-Primary Language</li> <li>-Home Language</li> <li>-Phone Number</li> <li>-Living with Status</li> <li>-Projected Grad Year</li> <li>-One Track for High School Graduation</li> <li>-Student’s self reported preschool or Head Start participation</li> </ul>
Coursework	<ul style="list-style-type: none"> <li>-Course subjects</li> <li>-Course Descriptions</li> <li>-Periods</li> <li>-Teacher Names</li> <li>-Interim and Final Grade Marks (including GPA per grading period and cumulative)</li> <li>-School Year</li> <li>-School Terms</li> <li>-School Exit Dates</li> <li>-Course Start Dates</li> <li>-Course End Dates</li> <li>-Credits Attempted</li> <li>-Credits Earned</li> </ul>
State Assessment	<ul style="list-style-type: none"> <li>-Subjects</li> <li>-State Test Name</li> <li>-School Year</li> <li>-Level</li> <li>-Student Growth Percentile</li> <li>-Scores on past or current state assessments</li> <li>-Kindergarten assessments</li> </ul>

Attendance	<ul style="list-style-type: none"><li>-Dates Absent</li><li>-Period Absent</li><li>-Courses Absent</li><li>-Absence Type</li><li>-Reason</li><li>-Attendance Rate</li></ul>
Discipline	<ul style="list-style-type: none"><li>-Dates Disciplined</li><li>-Period Disciplined</li><li>-Discipline Type</li><li>-Reason</li></ul>

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