

**SCHOOL BOARD OF ALACHUA COUNTY  
MASTER DATA SHARING AGREEMENT  
WITH  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

This Master Data Sharing Agreement (the “AGREEMENT”) is made between **The University of Florida Board of Trustees**, a public body corporate of the State of Florida, with offices located at UF Research | Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611 (“UNIVERSITY”) and **The School Board of Alachua County**, Florida (“SCHOOL BOARD”), with administrative offices 620 E University Ave, Gainesville, FL 32606. The SCHOOL BOARD and UNIVERSITY are collectively referred to as the “PARTIES.”

**1. DEFINITION, USE, AND TREATMENT OF DATA.**

- A. “Authorized Personnel” shall include employees of the PARTIES who are required to access the pertinent student information as defined in “Data” below, inclusive of both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to who the PARTIES may outsource any of its services and functions. All “Authorized Personnel” must be under the direct control of the PARTIES with respect to the use and maintenance of the student information disclosed hereunder.
- B. “Project” is (i) the purpose as outlined in Appendix A, or (ii) for quality improvement (QI) projects, the purpose described in a document outlining the objectives of the QI project (the IRB protocol or QI document is referenced hereinafter as a “Protocol”), upon approval of such Protocol by both the UNIVERSITY IRB and SCHOOL BOARD.
- C. “Data” shall include but is not limited to, the data parameters set forth in Appendix B, as well as data pertaining to SCHOOL BOARD students in the possession of SCHOOL BOARD, which will be accessed by or transferred to UNIVERSITY according to the data parameters set forth in a mutually approved Protocol;
- D. All Data accessed or used by the UNIVERSITY shall at all times be treated as confidential by UNIVERSITY and shall not be copied, used or disclosed by UNIVERSITY for any purpose not related to conducting the Project outlined in the relevant Protocol. As outlined in more detail below, UNIVERSITY recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and UNIVERSITY agrees to comply with said restrictions.

**2. PURPOSE, SCOPE AND DURATION.**

- A. For UNIVERSITY to conduct the Project described in a Protocol, it may become necessary for the SCHOOL BOARD to share certain Data related to the SCHOOL BOARD’s students, employees, business practices, and/or intellectual property.
- B. The PARTIES acknowledge that the SCHOOL BOARD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable

information in education records. The PARTIES agree the Data is being provided to UNIVERSITY as part of the Protocol being conducted by UNIVERSITY. UNIVERSITY agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. UNIVERSITY is also subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- C. UNIVERSITY agrees to use said Data solely for the purposes of implementing the Project outlined in the relevant Protocol.
- D. At the conclusion of this Agreement and if and when the Data is no longer needed or to be retained regarding the Project, UNIVERSITY agrees, at its expense, to promptly destroy or transfer to the SCHOOL BOARD all identifiable Data that UNIVERSITY may have in its possession. UNIVERSITY will confirm in writing to the SCHOOL BOARD when such action has been completed. This requirement will not apply to deidentified data, which may be used by UNIVERSITY in publishing research results, or for other purposes consistent with applicable law.

### **3. DATA SHARING.**

- A. Any Data transmitted to the UNIVERSITY pursuant to this Agreement is and will continue to be the property of and under the control of the SCHOOL BOARD. The UNIVERSITY further acknowledges and agrees that all copies of such Data transmitted to the UNIVERSITY, including modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data. The PARTIES agree that as between them all rights, including all intellectual property rights in and to the Data provided by SCHOOL BOARD as contemplated per the Agreement shall remain the exclusive property of the SCHOOL BOARD. Data collected or created by UNIVERSITY and not provided by SCHOOL BOARD will be property of UNIVERSITY. UNIVERSITY agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service under this Agreement. However, the PARTIES acknowledge that UNIVERSITY may utilize the Data in a research project, de-identify the Data, and incorporate the de-identified data into UNIVERSITY'S research results, which may be published and/or made public.
- B. UNIVERSITY will use and retain Data only for purposes outlined in the relevant Protocol that is in effect and shall not share identifiable Data with any additional PARTIES without prior written consent of the SCHOOL BOARD.
- C. Should UNIVERSITY receive a court order or lawfully issued subpoena seeking the release of such Data or information, UNIVERSITY shall promptly provide notification in writing to the SCHOOL BOARD of its receipt of such court order or lawfully issued subpoena and shall immediately provide the SCHOOL BOARD with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.

### **4. SECURITY CONTROLS AND DATA BREACH PROTOCOLS.**

- A. UNIVERSITY shall store and process Data in accordance with applicable regulations and shall take all steps necessary to safeguard the confidentiality of the data received.

- B. UNIVERSITY shall only provide access to Data to Authorized Personnel that are performing the Project.
- C. PARTIES agree to maintain security protocols that meet applicable regulations in the transfer or transmission of any Data, including ensuring that data may only be viewed or accessed by Authorized Personnel. UNIVERSITY shall maintain all Data obtained or generated pursuant to the approved Project in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to the Agreement.
- D. UNIVERSITY shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach including the State of Florida Database Breach Notification process.
- E. When UNIVERSITY becomes aware of a disclosure or security breach concerning any Data, UNIVERSITY shall promptly notify the SCHOOL BOARD and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.
- F. The PARTIES agree any material breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the SCHOOL BOARD's discretion, result in the SCHOOL BOARD immediately terminating this Agreement.
- G. UNIVERSITY shall be responsible to the extent provided by law for the actions and omissions of its respective officers, employees, and agents. This obligation shall survive termination of this Agreement. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

## **5. PUBLIC RECORDS.**

- A. UNIVERSITY understands the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.
- B. The UNIVERSITY will comply with Florida's Public Records Law. Specifically, UNIVERSITY agrees that it will:
  - Keep and maintain public records that ordinarily and necessarily would be required by the SCHOOL BOARD to perform the services performed by UNIVERSITY under contract;
  - Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the SCHOOL BOARD;
  - Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the UNIVERSITY does not transfer the records to the public agency;

**C. IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS AT: SCHOOL BOARD OF ALACHUA COUNTY, STAFF ATTORNEYS OFFICE AT (352) 955-7461 OR [PUBLICRECORDS@GM.SBAC.EDU](mailto:PUBLICRECORDS@GM.SBAC.EDU) OR IN PERSON AT 620 E. UNIVERSITY AVENUE, GAINESVILLE, FLORIDA 32601.**

**6. LIABILITY.**

A. Subject to the limitations set forth in Florida Statute section 768.28, UNIVERSITY shall be responsible for all claims, losses, suits or liability, including court-ordered attorneys' fees for damages or costs resulting from the acts or omissions of UNIVERSITY, while performing under this Agreement. Nothing herein shall be construed as a waiver by the SCHOOL BOARD or UNIVERSITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**7. JESSICA LUNSFORD ACT.**

A. The State of Florida's Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to the school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. PROVIDER shall require that all individuals in PROVIDER's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the PROVIDER. If the Scope of Work stated in Section two (2) of this Agreement requires background screening, PROVIDER shall not provide any services until SCHOOL BOARD provides PROVIDER with notice of clearance and issues official SCHOOL BOARD badges. All PROVIDER's employees must register as a visitor before entering SCHOOL BOARD property and properly display their SCHOOL BOARD badges. Consistent with the indemnification language in this Agreement, PROVIDER reaffirms that it will be responsible to the extent provided by law to SCHOOL BOARD, for physical injury, death, or property damage resulting from the PROVIDER's failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2021).

**8. TERM & TERMINATION**

A. This Agreement is effective on the date last signed by the PARTIES and will terminate at the end of the business day on \_\_\_\_\_, unless terminated early.

B. If either of the PARTIES terminates the Agreement, or if UNIVERSITY ceases to perform Projects that require access to Data, UNIVERSITY shall return to the SCHOOL BOARD all identifiable Data delivered to it during the course of the Agreement. Further, UNIVERSITY shall certify to the SCHOOL BOARD in writing within five (5) business days upon return that all copies of the Data stored in any manner by UNIVERSITY have been returned to the SCHOOL BOARD and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any dispute arising hereunder shall be Alachua County, Florida.

**UNIVERSITY OF FLORIDA  
BOARD OF TRUSTEES**

**THE SCHOOL BOARD OF  
ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Name Typed Title

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A**

IRB, Program Outline, or other document outlining the objectives of the request.

- Attached:            IRB Protocol  
                        Scope of Work  
                        Other Document \_\_\_\_\_

## **APPENDIX B**

Summary of Data to be Exchanged