

College Board Data Sharing Agreement

This Agreement is made as of the date fully executed (the “Effective Date”) by and between College Board a not-for-profit membership association (“College Board”) and the college or university (“Institution”) and shall expire two (2) years after the Effective Date.

Background:

College Board administers standardized tests to assist colleges and universities with admission and placement decisions. To aid Institutions in measuring the predictive value of College Board assessments it offers to perform admission and placement validity studies to Institutions. Institutions that desire to validate their own reliance on these assessments, may request a study from College Board.

While undertaking these studies College Board may have access to certain restricted or sensitive data, owned or maintained by the participating Institutions (“Student Data”). College Board has implemented and will maintain appropriate safeguards for the confidentiality and security of any Student Data to which College Board may have access.

1. Data Provided. In exchange for the promises by College Board set forth herein, Institution agrees to supply certain data concerning the educational performance of its students (“Student Data”). As used herein, Student Data, shall mean that data set (or a subset of the data set) defined in Exhibit A, attached hereto. Institution shall provide the Student Data to College Board electronically and in accordance with College Board’s written instructions.

2. Data Analysis. In exchange for the Student Data, College Board agrees to analyze the Student Data in correlation with these studies.

3. FERPA and Confidentiality. The Student Data is confidential information and shall be used only for the purposes stated in this Agreement. The Student Data is protected by the Federal Educational Rights and Privacy Act (“FERPA”) and is being disclosed pursuant to the authority of 34 CFR 99.31(a)(6)(i). FERPA permits educational institutions to disclose personally identifiable information from education records without parental or student consent to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests”. 20 U.S.C.A. § 1232g(b)(1)(F); see 34 C.F.R. § 99.31(a)(6)(i)(A). The legislative history of this provision recognizes that organizations such as College Board need student data in order to validate tests that institutions of higher education use to predict the potential success of their applicants. Joint Statement in Explanation of Buckley/Pell Amendment, 120 Cong. Rec. 39862, 39863 (Dec. 13, 1974) (“Organizations such as . . . the College Entrance Examination Board . . . develop and validate a number of tests which are used by institutions of higher education to predict the potential success of applicants for admission. These and other similar groups need student data in order to perform their function.”). The organization must conduct the study in a manner that does not permit personal identification of students and their parents by persons other than representatives of the organization, and the organization must destroy the data when no longer needed for the purposes for which the study was conducted. 20 U.S.C.A. § 1232g(b)(1)(F); see 34 C.F.R. 99.31(a)(6)(ii).

4. College Board Confidentiality. College Board shall maintain the confidentiality of the Student Data and agrees not to share or disclose the Student Data with any third-party, unless required to do so by law. In such event, that College Board is required by law to disclose the Student Data, College Board shall provide Institution as much advance notice as is reasonable and practical so that Institution may seek a protective order.

5. Data Access and Retention. College Board expressly agrees to:

- 5.1 Limit access to the Student Data to those employees who have a legitimate business need to access the information.
- 5.2 Prohibit disclosure of any personally identifying information provided with the Student Data.
- 5.3 Require all of its subcontractors and agents that receive, use or have access to the Student Data to agree to implement reasonable and appropriate security safeguards to protect it and to agree in writing to the confidentiality and security requirements of this Policy.
- 5.4 Strip the Student Data of all personally identifying information (“PII”) no later than six years (6) years after receiving the data from the Institution and destroy the Student Data in a manner that completely protects the confidentiality of the Student Data. College Board may then include the non-personally identifying data in other research studies related to College Board programs. College Board agrees only to report the data in the aggregate.
- 5.5 Once the data is stripped of PII, College Board may share the de-identified data with internal staff for educational use only. No reports or institutional data shall be used outside of College Board without the University’s consent.

6. Compliance with Law. College Board warrants and represents that it shall perform under this Agreement in compliance with all applicable laws and government regulations pertaining to the use of human subjects in the performance of research.

7. Notices. Please contact Helen Ng for any questions regarding this Agreement at:

College Board
250 Vesey Street
New York, NY 10281
P: 212-649-8437
Email: hng@collegeboard.org

College Board
Attn: Legal Department
250 Vesey Street
New York, NY 10281
Email: legalnotice@collegeboard.org

AGREE

Yes, my Institution agrees to the terms and conditions of the Data Sharing Agreement.

DISAGREE

No, my Institution does not agree to the terms and conditions of the Data Sharing Agreement.

By selecting “Agree”, the parties agree to this Data Sharing Agreement. If you need a different data sharing agreement written for your institution, you can contact Helen Ng at hng@collegeboard.org. Ultimately, a written agreement must be on file with an institution prior to submitting an institution’s data file.

Exhibit A: The Student Data

The Student Data submitted by the Institution and covered under this Agreement may include, but is not limited to the following:

1. DI Code
2. Cohort Year
3. First Name
4. Middle Initial
5. Last Name
6. Gender
7. Date of Birth
8. Address
9. University-assigned student ID
10. AI Code (HS Code)
11. State
12. Zip
13. Country
14. High School GPA
15. Cumulative GPA
16. Label of course department (e.g. English)
17. Label of course number (e.g. 101)
18. Long name of each course taken (e.g. Introductory English)
19. Semester/Trimester/Quarter of each course taken
20. Credit amount attempted for each course taken
21. Credit amount earned for each course taken
22. Grade of each course taken
23. Sources of credit for each course taken (e.g. home institution, transfer, exam)
24. If Transfer Course, indicate date of course completion
25. Program Enrollment (e.g. certificate, Associate, other)
26. Program Enrollment CIP code
27. Program Enrollment Name (e.g. Nursing)
28. Award Date
29. Award Type (e.g. certificate)
30. Award CIP code
31. Award Name (e.g. Nursing Certificate)
32. Subgroup or predictor categories provided by Institution