



Non-Disclosure Agreement

The Office of the State Superintendent of Education (OSSE) maintains the confidentiality and security of personally identifiable information from education records pursuant to District of Columbia laws and regulations, as well as federal laws and regulations.¹ These laws require the security and privacy of personally identifiable information contained in educational records. Such data and information may not be disclosed to any unauthorized party, organization, or entity. OSSE requires all individuals lawfully conducting business for or on behalf of OSSE to maintain the security and privacy of any and all data, documents and information accessed through OSSE.

I recognize my responsibilities to comply with all applicable privacy and confidentiality laws and agree to the following **by initialing each of these statements**:

_____ I will preserve the confidentiality of any and all data, documents and information viewed or accessed during the course of my work for OSSE, as required by the Family Educational Rights and Privacy Act (FERPA) and any and all applicable privacy policies, laws, and regulations.

_____ In addition to data or documents identified as “educational records,” I will preserve the confidentiality of any and all documents considered or labeled “Privileged,” “Confidential,” “Draft,” or “Deliberative.”

_____ I will access and use the data, documents and information for no purpose other than the activities required by my responsibilities and as directed by OSSE.

_____ I will not disclose or give access to any data or information to any unauthorized party whether an individual, organization or entity (all parties are unauthorized unless they have been identified by OSSE and have executed a

¹ Education records are defined as records that are directly related to a student, and maintained by an educational agency or institution or by a party acting for the agency or institution. This agreement requires the preservation of the confidentiality of information and the protection of an individual’s and family’s right to privacy and will adhere to all applicable provisions of federal and District of Columbia laws and professional standards regarding confidentiality, including, but not limited to:

1. 20 U.S.C. § 1232g and 34 C.F.R Part 99 (Family Education Rights and Privacy Act, or “FERPA”);
2. 42 U.S.C. §§ 290dd-3, § 290ee-3, and 42 C.F.R. Part 2 (“Confidentiality of Alcohol and Drug Abuse Patient Records”);
3. 42 U.S.C. § 1320d *et seq.*, 45 C.F.R. Parts 160 & 164 (Health Insurance Portability and Accountability Act of 1996, or “HIPAA”); and
4. The following provisions of the D.C. Official Code: §§ 4-209.04; 4-754.11; 4-1302.03; 4-1303.06; 4-1405; 7-131(b); 7-1202; 7-1203; 7-1231.14; 7-1305.12; 16-2331(b); 16-2332(b); 16-2333(b); 39-108.

data sharing agreement or non-disclosure agreement or are otherwise legally entitled to the data).

_____ If any person or entity requests personally identifiable data, or other confidential information from me that they do not have a right to under FERPA, I will refer the request to the [OSSE Data Request Form](#).

_____ I will make reasonable efforts to maintain all data and information in a secure environment with the tools and technology available to me. I will not copy, reproduce or transmit data obtained except as necessary to fulfill the purpose of an original request or assignment. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data.

_____ I understand that any account information, identification numbers and passwords assigned to me should be kept private, and I will not share such information with any other person or entity.

_____ I will destroy all data and information obtained during the course of my work for OSSE when it is no longer needed for the purpose for which it was obtained, including no later than at the termination or expiration of this contract or assignment or at the express direction of OSSE.

I acknowledge that I have read this Non-Disclosure Agreement, I understand that the confidentiality of all data and information remains in effect even after the termination of my work with OSSE; and I agree to be bound by its terms and conditions of this Non-Disclosure Agreement. I further understand that failure on my part to comply with the terms of this Non-Disclosure Agreement resulting in breaches of confidentiality may result in legal action.

Name (printed): _____

Signature: _____

Organization: _____

Date: _____