

New Jersey Education to Earning Data System (NJEEDS) Non-Disclosure Research Agreement

Individual's Full Name: _____ Job Title: _____
 Employer/Institution: _____ Location: _____
 Phone: _____ Email: _____

I _____, hereinafter the Researcher, acknowledge all outlined requirements in the following Non-Disclosure Agreement and agree to abide by all applicable state and federal statutes, regulations, and all data system policies and rules.

Purpose of Contract

This agreement, between the Researcher and Rutgers, The State University of New Jersey (hereinafter Rutgers), who administers the New Jersey Education to Earnings Data System for the State of New Jersey. This agreement outlines requirements to the Researcher to access to a designated portion of data found in the New Jersey's Education to Earning Data System (NJEEDS).

Description of the NJEEDS

The New Jersey Education to Earnings Data System is the State of New Jersey's centralized longitudinal data system and was developed in 2012 through a grant from the U.S. Department of Education. Its core mission is to create a single place where state education, postsecondary education, employment, and workforce longitudinal data are securely stored and information made available to education and training stakeholders and the public for analysis in order to improve governance efforts, policymaking, and the performance of education and workforce initiatives. De-identified NJEEDS data are stored in a secured environment called the **Administrative Data Research Facility** at the Coleridge Initiative.

Terms of the Research

Terms for Sharing of Data

1. The Researcher will not use information contained in the NJEEDS and provided by Rutgers University and the State of New Jersey for any purpose that is prohibited under state and/or federal rules and that is not specifically authorized by the party with ownership and control of data. Researcher specifically agrees to comply with all state and federal confidentiality and information disclosure laws, rules, and regulations applicable to all programs.

Both Rutgers and the Researcher acknowledge that each has a responsibility to perform its responsibilities in accordance with the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 1232g; 34 CFR Part 99), the Federal law that protects the privacy of student education records, and the Confidentiality and Disclosure Requirements of State Unemployment Compensation (UC) Benefits, Tax and Wage Records, (20 CFR 603), the

Federal UC law concerning confidentiality and disclosure of UC information. In addition, both Rutgers and the Researcher acknowledge that each also has the responsibility to perform in accordance with the State of New Jersey laws and regulations regarding student education records and UC information.

- a. **The Researcher will, in all respects, comply with the provisions of FERPA.** For purposes of the Agreement, "FERPA" includes all provisions of 20 U.S.C. § 1232g, any amendments or other relevant provisions of federal law, and all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in the Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
- b. **The Researcher shall comply, in all respects, with the requirements of 20 CFR Part 603** to prevent unauthorized use or disclosure of any personally identifiable information, unemployment insurance, wage and employer data. It shall maintain the confidentiality of such unemployment compensation data that reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with other publicly available information to reveal any such particulars and shall not disclose any such information except to authorized personnel for the express purposes as set forth in this Agreement.
- c. **The Researcher shall comply, in all respects, with the requirements of Social Security Act and the Unemployment Compensation law** including Section 303(a)(1) of the Social Security Act (SSA), Sections 303(a)(7), (c)(1), (d), (e), (h), and (i) of the SSA, and Section 3304 (a)(16) of the Federal Unemployment Tax Act (FUTA).
- d. Researcher will not use the data shared under the Agreement for any purpose other than that set forth in the Agreement. _____ further agrees not to share data received under the Agreement with any other entity unless it has obtained the prior approval of Rutgers and such disclosure complies with the terms of 34 C.F.R. § 99.33.
- e. The Researcher will conduct the study in a manner that does not permit personal identification of parents, students, or firms providing UC data by anyone other than the Researcher who need it to perform the official purposes recognized in this Agreement. All persons with access to personally identifiable information will be advised of the confidential nature of the information.
- f. The Researcher will maintain all data pursuant to the Agreement only in the Administrative Data Research Facility (ADRF) at the Coleridge Initiative and will not copy, reproduce, photograph, screen share, use videoconference technology, or transmit data obtained pursuant to the Agreement except through the official disclosure review process provided by Rutgers or its contractors to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding persons or firms are subject to the provisions of the Agreement in the same

- manner as the original data.
- g. The ability to access or maintain data under the Agreement shall not under any circumstances transfer from the Researcher to any other institution or entity unless approved by Rutgers. Rutgers reserves the right to conduct unannounced inspections and electronic monitoring to verify that the specified controls are in place.
- h. The Researcher will not use or attempt to use the data obtained under the Agreement in a manner that could identify a (1) person (including students) or (2) for UC data, employers. Disclosure of a firm is permitted if measures derived from UC data aren't aggregated to the employer.
- i. The Researcher must provide any publication, report, analysis and/or other work product to Rutgers six (6) weeks prior to publication or public discussion of the data. Moreover, any publication or public discussion of the data shall abide by the NJEEDS suppression criteria published in the NJEEDS policies (<https://njed2earndata.org/policies/>).
- j. In accordance with 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. §99.31(a)(6)(iii), the Researcher will destroy all data obtained under the Agreement when it is no longer needed for the purpose for which it was obtained, and in no case after the expiration of the Term set forth in Section IV. Nothing in the Agreement authorizes either party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data in the ADRF used for the project will be destroyed after use.
- k. If the Researcher permits access to information or fails to destroy information in violation of FERPA, the Researcher will be prohibited from accessing information from education records for a period of not less than five years [20 U.S.C. § 1232g(b)(4)(B)].
- l. Data will be shared pursuant with standard operating procedures that meet the secure transfer policies of the Coleridge Initiative and Rutgers University.

2. DURATION AND TERMINATION OF THE AGREEMENT.

The Agreement will take effect upon signature by the authorized representative of each party and will remain in effect for three years from the date of execution. The parties further understand that the Rutgers may unilaterally terminate the Agreement at any time, with or without cause, upon reasonable notice. Rutgers specifically reserves the right to terminate the Agreement should Rutgers, in its sole discretion, determine that confidential student information has been released in a manner inconsistent with the Agreement, or has not been maintained in a secure manner. In the event that Rutgers determines that confidential student information has been released in a manner inconsistent with the Agreement, or has not been maintained in a secure manner, Rutgers will prohibit access to confidential information by the Researcher consistent with FERPA. 20 U.S.C. §1232g(b)(4)(B).

3. CHOICE OF LAW.

Any disputes arising under this Agreement shall be governed by the laws of the State of New Jersey unless the researcher works for another State government, public college, or public university outside of New Jersey.

***Accepted on behalf of Employer/Institution of Researcher**

***Accepted and Acknowledged by Researcher**

Signature

Printed Name

Date

Position Title

Signature

Printed Name

Date

Position Title