**Data Transfer and Non-Disclosure Agreement**

This Data Transfer and Non-Disclosure Agreement (the “Agreement”) is made as of the date of acceptance by the **College** (the “Effective Date”), by and between the **Aspen Institute** (“**Institute**”), **Ithaka S+R**, a part of ITHAKA (“**Ithaka S+R**”), the **College**, and **Brown University**, having an address at Providence, RI 02912 (“**Institution**”) on behalf of its employee, **John N. Friedman**, (“**Principal Investigator**” and collectively with “Institution,” the “**Recipient**”) for Data that may be provided under the terms of this Agreement.

**WHEREAS**, the Institute and Ithaka S+R developed American Talent Initiative (“ATI”), a coalition of leading public and private institutions that commit to expanding opportunity to greater number of talented students from all backgrounds;

**WHEREAS**, the College is an ATI participant;

**WHEREAS,** the parties wish to collaborate in collection and analysis of upward mobility related data;

**NOW THEREFORE**, the Parties hereby agree as follows:

1. Data.

 (a) The College shall furnish to Recipient study and student data as listed in Exhibit A to this Agreement (the “Data”). The College represents and warrants that it has all rights and authority needed for such transfer, and shall be solely responsible therefor under this Agreement.

 (b) The College retains ownership of the Data and all intellectual property rights therein. This Agreement does not constitute, grant nor confer any license under any patents or other proprietary interest of one party to the other, except as explicitly stated in this Agreement. The College grants the Institution a non-exclusive right to use the Data solely for the Permitted Use and to furnish Deliverables as described herein. Recipient agrees that it will not apply or file for any intellectual property protection, including without limitation, copyright or patent protection, in any jurisdiction, for any patentable development or discovery resulting from its use of the Data, without first notifying the College, Institute and Ithaka S+R of its intent to do so.

2. Permitted Use and Deliverables. Recipient shall use the Data solely for not-for-profit purposes by the Principal Investigator at the Institution as further described in Exhibit A to this Agreement (“Permitted Use”). Based on the research conducted on the Data in compliance with Permitted Use, Recipient shall also furnish the College, Institute and Ithaka S+R with such aggregated data and analysis at the institutional level as listed in Exhibit C (“Deliverables”). Any other use of the Data is prohibited. For the avoidance of doubt, Recipient is prohibited from making any profit-making or commercial use of the Data, whether alone, in collaboration with any party, or through a contractor or agent. However, the College retains the unrestricted right to distribute the Data to others, whether commercial or noncommercial entities. For purposes of clarity, the parties confirm that the Deliverables will only contain aggregated or de-identified data, and in no event will contain any personally identifiable information or individual student level data. The Deliverables shall be owned by the Recipient. The Recipient hereby grants the College, Institute, and Ithaka S+R a non-exclusive, royalty-free, limited, worldwide, perpetual license for the use of the Deliverables for not-for-profit purposes consistent with this Agreement, including, but not limited to, the rights to modify, display, reproduce, and create derivative works.

3. Authorized Users.

 (a) Recipient shall limit access to the Data to the Principal Investigator and those individuals affiliated with and working within the Institution under the supervision of Principal Investigator who are listed on Exhibit B to this Agreement and have also accepted the terms of this Agreement (each a “Project Investigator” and collectively with the Principal Investigator, “Authorized Users”). Recipient shall refer to the College any request for access to the Data from anyone other than the Authorized Users.

 (b) Recipient shall immediately notify the College if it becomes aware that any of the Authorized Users has failed to comply with the terms of this Agreement and/or has compromised the privacy and security of the Data. In such event, Recipient shall comply with Section 4(c) of this Agreement and the College, at its sole option, may immediately remove such user from the list of Authorized Users and immediately terminate such user’s access to the Data.

 (c) Except as permitted by this Section 3, Recipient shall not directly or indirectly disclose, distribute, or otherwise allow any third party to have access to any of the Data.

4. Safeguards and Notification.

1. All transmission of data shall be by secure electronic transfer
2. Data will be stored in the user accounts of the researchers on secure servers at the IRS, which provides the following technical and physical measures to safeguard and keep the Data confidential and secure:
	1. Researchers can only access these servers from inside IRS offices, using IRS-issued laptops that connect to the network by hard cables from within IRS offices.  The IRS offices themselves are restricted-access areas within US federal buildings; individuals cannot access these areas without a government-issued personal identity verification (PIV) card that has been individually programmed to provide access.
	2. Each of the IRS laptops is encrypted and requires a government-issued personal identity verification (PIV) card, combined with a personal password, to operate.  These laptops are physically locked to the desks via combination-protected cables. The laptops do not leave the IRS offices (except when being physically relocated from one IRS office to another by IRS employees or contractors).
	3. Only the researchers (and certain system administrators) can access the files stored within researcher accounts on the secure servers or on the laptops.
	4. Once the data are on the IRS servers, the researchers will follow all procedures when using the data established by US tax law and the IRS to safeguard individual tax records.  These include a ban on use of the data for any purpose other than pre-approved research, a ban on removing any data from the system unless aggregated to the point that eliminates risk of disclosure of individual data, a ban on keeping physical copies of individual-level data outside of locked cabinets, and a ban on sharing the data with any other user on the outside not authorized to view the data.
3. Recipient shall promptly report in writing to the College any unauthorized or inadvertent use or disclosure of the Data by Recipient, an Authorized User or Recipient’s other employees, representatives, agents and/or contractors in violation of this Agreement, including any remedial action taken by Recipient.  Recipient shall make such report promptly after Recipient becomes aware of the unauthorized or inadvertent use or disclosure.   Recipient shall cooperate with any investigation conducted by the College or its agents of any unauthorized use or inadvertent disclosure in relation to this Agreement.
4. Upon request by the College, the researchers will promptly respond to the College inquiries regarding privacy and security of the Data, to the extent allowable under US tax law and IRS procedures.

5. Publications and Public Announcements.

 (a) Recipient shall not disclose any personally-identifiable information received pursuant to this Agreement in any draft or final publication.

 (b) Subject to the terms of this Agreement and consistent with the Permitted Use, Recipient may publish or publicly present information or results relating to the Data or studies conducted with the Data, provided that in case such publications or presentations identify the College, the Recipient shall obtain prior consent of the College. In the event that Recipient should desire to make a publication or presentation identifying the College, Recipient will provide the College with drafts of all manuscripts or abstracts reporting such information or results not less than seven (7) days prior to publication or presentation for approval. Recipient will acknowledge the College in publications and presentations based on the use of the Data with the consent of the College in each instance. In case the publication or presentation identifies ATI and/or its activities, the Recipient shall provide a draft to the Institute and Ithaka S+R not less than seven (7) days prior to publication or presentation for review and approval, and shall acknowledge ATI in each such publication or presentation.

 (c) the parties will coordinate in advance any public communications and press releases regarding the data-sharing relationship among Recipient, College, the Institute, and Ithaka S+R.

6. No Warranties; Limitation of Liability.

 (a) THE DATA IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE DATA WILL NOT INFRINGE OR VIOLATE ANY PATENT, COPYRIGHT, TRADEMARK OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

 (b) In no event will the College, Institute or Ithaka S+R be liable for any use or disclosure of the Data by Recipient, an Authorized User, Recipient’s other employees, representatives, agents, and/or contractors, or for any claims, damages, losses, or liabilities, of whatsoever kind or nature, which may arise out of or in connection with the use or disclosure of the Data by Recipient, an Authorized User, or Recipient’s other employees, representatives, agents, and/or contractors.

 (c) Recipient agrees to defend, indemnify, and hold harmless the College and its trustees, officers, employees, faculty, agents or representatives from any loss, claim, damage, or liability of any kind or nature, which may arise from or in connection with this Agreement or from Recipient’s acceptance, use, storage or disposal of the Data, except loss, claims, damages, or liabilities arising directly from the gross negligence or willful misconduct of the College.

1. Recipient agrees to defend, indemnify, and hold harmless the Institute and its trustees, officers, employees, faculty, agents or representatives from any loss, claim, damage, or liability of any kind or nature, which may arise from or in connection with this Agreement or from Recipient’s acceptance, use, storage or disposal of the Data, except loss, claims, damages, or liabilities arising directly from the gross negligence or willful misconduct of the Institute.
2. Recipient agrees to defend, indemnify, and hold harmless Ithaka S+R and its trustees, officers, employees, faculty, agents or representatives from any loss, claim, damage, or liability of any kind or nature, which may arise from or in connection with this Agreement or from Recipient’s acceptance, use, storage or disposal of the Data, except loss, claims, damages, or liabilities arising directly from the gross negligence or willful misconduct of Ithaka S+R

7. Compliance with Law. Recipient agrees to use the Data in compliance with all applicable federal, state and local laws, rules and regulations.

8. Termination of Agreement.

 (a) This Agreement shall commence as of the Effective Date and shall terminate upon the earlier of: (a) completion of any research that is a Permitted Use, (b) furnishing of the Deliverables or (c) five (5) years from the date of this Agreement, unless terminated earlier by any party upon forty five (45) days’ notice or pursuant to section (b) or (c) below.

 (b) Breach of a material provision of this Agreement by Recipient or an Authorized User (including without limitation failure of Recipient to abide by its obligations of security, confidentiality, limited use and/or nondisclosure) shall be grounds for termination of this Agreement for cause by the College. Upon becoming aware of such a breach of a material provision, the college may do one or more of the following:

 (i) terminate this Agreement upon thirty (30) days’ notice provided Recipient has been given notice of the breach in writing and failed to satisfactorily cure the breach within thirty (30) days of Recipient’s receipt of notice of such breach;

 (ii) immediately terminate this Agreement;

 (iii) prohibit any Authorized User from obtaining access to the Data; and/or

 (iv) use such other remedies as may be available to it under law or equity.

 (c) Recipient may terminate this Agreement at any time upon notice to the other parties, provided, however, that such termination shall not affect in any way Recipient’s obligations under this Agreement, the nature of which would continue beyond the termination of the Agreement. Such termination shall terminate Recipient’s Permitted Use.

 (d) Upon termination of this Agreement for any reason, Recipient shall discontinue use of the Data and shall return or dispose of all the Data in any form as directed by the College, unless permission to retain the Data is specifically provided in writing by the College.

9. Transmittal Fee. There will be no fee associated with the transmission of these data. No other right or license is granted or implied as a result of the transfer of Data to Recipient.

10. Miscellaneous.

(a) Recipient’s obligations under this Agreement may not be assigned, subcontracted, or transferred without the prior written consent of an authorized representative of the other parties.

(b) This Agreement, including its exhibits, all of which are hereby incorporated herein, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations, or agreements to the extent that they relate to the subject matter hereof, and may not be modified by either party without written acceptance by an authorized representative of each party.

(c) Waiver by either party of a breach of any provision of, or right under, this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right, or of any other provision or right under this Agreement.

(d) If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

1. This Agreement may be executed in one or more counterparts, including by way of online acceptance, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
2. Each party represents and warrants that (a) it is authorized to enter into this Agreement, and (b) it has caused this Agreement to be accepted by an authorized representative.

**RECIPIENT**

**Institution**

By:

 Name:

 Title:

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

While not a party to this Agreement, I acknowledge that I have read this Agreement and understand my obligations as an Institution employee and Authorized User:

**Principal Investigator**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: John Friedman

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

**The College**

As per online acceptance

**The Aspen Institute**

By:

 Name: Elliot Gerson

 Title: Executive Vice President of Policy & Public Programs, International Partners

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

By:

 Name: Joshua Wyner

 Title: Vice President; Executive Director – College Excellence Program

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

**Ithaka S+R**

By:

 Name:

 Title:

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

**EXHIBIT A**

Description of Data:

* A spreadsheet of specific data elements will be provided by Recipient to College for review, whereupon the specific data elements to be collected will be mutually agreed to by Recipient and College.  The types of data will include three types of variables:
	+ Identifying Information: SSN, name, birthday, address
	+ Admission records
	+ Attendance Records
* Identifying information will only be stored at secure IRS facilities. Deidentified admissions and attendance records will be stored at IRS and Harvard University.

Description of research to be conducted with Data (“Permitted Use”):

Raj Chetty, John N. Friedman, and Nicholas Turner's previous work has identified a number of schools, including those in the college system, with very high mobility rates, meaning that they *both* provide access to many poor students *and also* generate relatively good outcomes. In this project, the Project Investigators will use application, admissions, and attendance records from the College and other institutions to understand how these schools actually create high mobility rates and how we can identify scalable models that will replicate their successes in other institutions. There are two key components to this project. First, the Project Investigators will use the application and admissions data to analyze schools’ contributions to upward mobility and student success from other potentially confounding factors, such as geography and academic focus. These results will allow the college to improve predictive tests and measures used in system-wide and campus admissions policies and practices. Second, the Project Investigators will use attendance records to understand, once students arrive on campus, what are the critical pathways to success at each school. For instance, perhaps certain majors or other features of the undergraduate curriculum separate high mobility institutions from their counterparts. These results will allow the college to develop better interventions to improve instruction and outcomes for vulnerable populations by better understanding their short and long term outcomes. In general, the study seeks to develop and validate predictive tests to understand what students would benefit most from attending college, and what programs or other policies at that college would benefit attending students. The study also seeks to improve education by estimating what programs or other policies at the college can improve educational outcomes.

**EXHIBIT B**

**PROJECT INVESTIGATORS**

1. Each of the undersigned Project Investigators, in consideration of their use of the Data, agrees that:

 (a) s/he has read the Data Transfer & Non-Confidentiality Agreement from the college to which this Exhibit B is attached (the “Agreement”) and the Permitted Use described in Exhibit A to that Agreement.

 (b) s/he is a “Project Investigator” and an “Authorized User” within the meaning of the Agreement.

 (c) s/he shall comply fully with the terms of the Agreement.

**PROJECT INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Signature of Raj Chetty as per the signed version]

**PROJECT INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Signature of David Deming as per the signed version]

2. The Principal Investigator agrees that the persons designated herein are Project Investigators and Authorized Users within the meaning of the Agreement.

**PRINCIPAL INVESTIGATOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Signature of John Friedman as per the signed version]

**EXHIBIT C**

**DELIVERABLES**

Recipient shall furnish the College, the Institute and Ithaka S+R with a standard set of aggregated data and analysis mutually agreed upon by Recipient, the Institute, and Ithaka S+R. This standard set of data and analysis will consist of elements such as:

* Counts of students in each income quintile
	+ For all students
	+ For students for whom income data is not available
	+ For Pell recipients, first-generation students, and transfer students
* For all students: Summary statistics of the dollar difference between the institution’s AGI and the tax record income data.
* For students with non-custodial parents: Summary statistics of the dollar difference between the institution’s AGI and the tax record income data.

In addition, College and Recipient may mutually agree upon a set of additional aggregated data and analysis, which Recipient shall furnish to the College. For purposes of clarity, the Deliverables will only contain aggregated or de-identified data, and in no event will Deliverables contain any personally identifiable information or individual student level data.