

ASSURANCE OF CONFIDENTIALITY

Special School District No. 1 (“MPS”) shall provide to Evaluator/Researcher materials, including raw data, for the purpose of: <<PURPOSE>> by <<EVALUATOR/RESEARCHER NAME>>.

It is understood that the work, directed by <<EVALUATOR/RESEARCH NAME>>, is conducted for the purpose of investigating the outcomes described above. The project and/or funding are confirmed through <<DATE>> and may continue through <<DATE>>. Evaluator shall maintain all materials provided by MPS in accordance with state and federal laws that protect data privacy of the students, families and employees of MPS. Evaluator shall maintain data files and records for no longer than a period of one (1) year following termination of the project and then destroy them unless MPS notifies Evaluator/Researcher that the files and records are the subject of current or anticipated litigation.

I understand that the information provided by the Minneapolis Public Schools to initiate and evaluate this program will be received and maintained according to state and federal statutes regarding data privacy rights. Any facts or information that could be useful in identifying individuals or families or that is associated only with particular individuals or families are deemed private information under these laws and may not be disclosed unless specifically authorized by law, court order or written consent of the data subject. I agree that I will not reveal such private information, regardless of how acquired, to any person outside the sanctioned project employees unless such person has been authorized by Minneapolis Public Schools to have access to the information. I further understand that I am responsible for providing proper security for the information provided to me by MPS.

I further understand that this agreement shall continue to bind me even after the Program is completed and / or should my affiliation with the Program is terminated. Any unauthorized use or disclosure of any private or confidential information is a breach of the terms of this agreement and may subject me to civil or criminal court action and payment of costs and damages by the Minneapolis Public Schools or individuals impacted.

HOLD HARMLESS

The undersigned party agrees to hold harmless and to indemnify the Minneapolis Public Schools, its officers, agents and employees from every claim, demand or liability that may be made by reason of:

- a. any injury to person or property sustained by any person, firm or corporation employed directly or indirectly by the under signed upon or in connection with the work called for in this agreement, however caused; and
- b. any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission by the undersigned.

INDEPENDENT CONTRACTOR

While performing the services herein, <<EVALUATOR/RESEARCH NAME>>, and any employees/associates are defined as independent contractors and not as officers, agents, or employees of the Minneapolis Public Schools.

<<Signature of Evaluator/Researcher>>

Date: _____