



815 North Orlando Smith Road
Oglesby, Illinois 61348

DATA REQUEST FOR LIMITED DATA SETS

Researcher: _____

Email address: _____

Phone number: _____

Data Owner/IVCC Department: _____

Department Lead: _____

Email address: _____

Phone number: _____

Research Project title: _____

Data Requested: _____

Format of data: _____

Researcher methods to protect data: _____

Describe data requested (include specific data fields): _____

Personally identifiable information (PII)	yes	no
De-Identified information	yes	no
Proprietary Information	yes	no

How the data will be used: _____

Data to be delivered on: _____

DATA USE AGREEMENT FOR LIMITED DATA SETS

This Data Use Agreement ("Agreement"), effective as of _____, 20__ ("Effective Date"), is entered into by and between the Researcher and Illinois Valley Community College (IVCC). The purpose of this Agreement is to provide the Researcher with access to a Limited Data Set ("LDS") for use in their Research Project.

1. Preparation of the LDS. IVCC shall prepare and furnish to Recipient a LDS. The dataset shall be de-identified as to individuals and will therefore not include any of the following: names; postal address (information other than town, cities, states and zip codes); telephone and fax numbers; email addresses, URLs and IP addresses; and social security numbers.
2. Minimum Necessary Data Fields in the LDS. In preparing the LDS, IVCC shall include the data fields specified by the parties, which are the minimum necessary to accomplish the purposes of the approved research project.
3. Responsibilities of Recipient.
Recipient agrees to:
 - a. Use or disclose the LDS only as permitted by this Agreement or as required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement and applicable law or required by law;
 - c. Report to IVCC any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement and applicable law or required by law, including the presence of prohibited identifiers in the LDS;
 - d. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure and return or destruction of the LDS that apply to Recipient under this Agreement; and
 - e. Not use the information in the LDS, alone or in combination with other information to identify or contact the individuals whose information is contained within the LDS.
4. Permitted Uses and Disclosures of the LDS. Recipient may use and/or disclose the LDS only for the Research described in this Agreement and permitted by applicable law or as required by law.
5. Term and Termination.
 - a. Term. The term of this Agreement shall commence as of the Effective Date and terminate 5 years from Effective Date, unless otherwise required by law. Upon termination for any reason set forth within this Section 5, the Recipient shall return or destroy the LDS. Should the Recipient desire to keep the LDS for a longer period, a justification in writing should be made to Office of Institutional Effectiveness (OIE) at IVCC. The OIE shall have sole authority to approve such a request.
 - b. Termination by Recipient. Recipient may terminate this agreement at any time by notifying IVCC and returning or destroying the LDS.

- c. Termination by Covered Entity. IVCC may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.
 - d. For Breach. IVCC shall provide written notice to Recipient within ten (10) days of any determination by IVCC that Recipient has breached a material term of this Agreement. Covered Entity shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by IVCC.
6. Miscellaneous.
- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in state or federal laws or regulations that materially alter either or both parties' obligations under this Agreement. Provided however, if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date referenced within the change in applicable laws or regulations, either Party may terminate this Agreement as provided in section 5.
 - b. Construction of Terms. The terms of this Agreement shall not be construed against the drafter thereof. Such terms shall be construed to give effect to applicable state and federal laws, regulations, and interpretative guidance.
 - c. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Researcher, nor assigns any rights, remedies, obligations, or liabilities whatsoever to other parties.
 - d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

RESEARCHER

Print Name: _____ Title: _____

Signature: _____ Date: _____

**ILLINOIS VALLEY COMMUNITY COLLEGE
Data Owner**

Print Name: _____ Title: _____

Signature: _____ Date: _____

Dean of Institutional Effectiveness

Print Name: _____ Title: _____

Signature: _____ Date: _____