



Statement of Confidentiality

This Statement of Confidentiality is issued by CoBro Consulting, LLC (CoBro Consulting) in regards to data required for the X GEAR UP Program administered by X College, and is dated November 5, 2007.

Through the duration of formally contracted services between CoBro Consulting and X College, CoBro Consulting staff will have access to confidential information related to participants of the X College GEAR UP program. Access to such information is necessary for CoBro Consulting to provide services as specified in the Contract for Services.

It is hereby recognized that CoBro Consulting staff will maintain the confidentiality of individual data records at all times while such information is in their possession. Only the assigned programmer and research analyst will have access to personal identifying information for the purpose of preparing, formatting, analyzing, transferring, and/or uploading data for program evaluation purposes. All discussions, deliberations, records and information generated or maintained in connection with these activities shall not be disclosed to any unauthorized person.

CoBro Consulting hereby agrees not to divulge any information or records concerning any student or program participant without proper authorization in accordance with state and federal law and interagency agreements. Data received from X College will be used for research purposes only, and only reported in aggregate form. CoBro Consulting recognizes that any discussion of, or release of, information concerning current or former students and/or program participants of X College to any unauthorized person is forbidden and may be grounds for legal action.

Further, CoBro Consulting staff will maintain the confidentiality of any and all program participant data received from the X College and/or X College GEAR UP program staff or representatives. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this agreement, CoBro Consulting shall establish a system of safeguards that will, at minimum, include the following:

- a. Established procedures and systems will ensure all participant records are kept in secured facilities and access to such records is limited to CoBro Consulting personnel who are authorized to have access to said data.
- b. All designated CoBro Consulting staff involved in the handling, transmittal, and/or processing of data provided under this agreement will be required to execute an Oath of Confidentiality requiring said personnel to maintain the confidentiality of all program participant related personally identifiable information.
- c. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Statement of Confidentiality.

- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to process, store, or transmit data provided under this agreement.
- e. Procedures and systems will be established to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Statement of Confidentiality shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this Statement of Confidentiality shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" relating to the privacy rights of students.
- g. By the August 31, 2012 date of termination of the contracted agreement between CoBro Consulting and X College, CoBro Consulting will return all X College GEAR UP related electronic data files to X College. Also by the August 31, 2012 date of contract termination, all remaining electronic copies of X College GEAR UP related data files maintained by CoBro Consulting will be destroyed in accordance with standard data destruction protocol.

CoBro Consulting hereby agrees to abide by the above conditions.

Date _____

Darlene Cole
CEO / Director of Research
CoBro Consulting, LLC