

## NON DISCLOSURE / NON USE AGREEMENT

For use of the City University of New York research and data.

WHEREAS, the City University of New York (CUNY) wishes to strengthen efforts to improve instruction and services to students, ultimately seeking to double the number of college graduates at CUNY by 2020.

THEREFORE, the parties agree to as follows:

1. CUNY will provide aggregate data to the college transition programs (hereafter referred to as Recipients) involved in the Graduate NYC! initiative for purposes of better understanding the indicators of student success along the postsecondary continuum. These indicators may include, but are not limited to, student achievement, school performance, demographics, attendance, teacher characteristics, and enrollments at CUNY schools.
2. CUNY agrees to provide technical assistance when needed with the data described above, with contextual information about policies, programs, and other matters relevant to the Recipients.
3. Data and/or research shared with Recipients is considered to be confidential, unless otherwise determined by CUNY, and therefore may not be shared with any unauthorized parties.
4. In addition, the Recipient agrees to hold all data or research obtained, learned, or developed by CUNY to be confidential.
5. Data and/or research may not be circulated via email or stored on zip drives or other electronic devices without written (including electronic) consent from CUNY.
6. CUNY shall have the right at its sole discretion to terminate the Recipient's access to CUNY's data and/or research immediately upon the Recipient's breach of any confidentiality obligations herein. No claim for damages will be made or allowed to the Recipient because of said termination.
7. The Recipient shall advise CUNY's Office of Institutional Research and Assessment (OIRA) by phone (212-794-5546) or in writing by close of business day if the Recipient shall learn of any unauthorized use or disclosure of Confidential Information by the Recipient, its Personnel or any third party who shall have gained access to the affected Confidential Information.

8. The parties agree that money damages would be an insufficient remedy for breach or threatened breach of this Agreement by Recipient. Accordingly, in addition to all other remedies that CUNY may have, CUNY shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement. Moreover, the Recipient acknowledges that unauthorized disclosure of Confidential Information by the Recipient, its Personnel, and agents may result in civil and/or criminal penalties under New York State and Federal laws.
  
9. CUNY OIRA agrees not to use data provided by the Recipient for other than stated research purposes or programmatic activities.

*Recipient Signature:*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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