**DATA SHARING AGREEMENT**

This Data Sharing Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_ (“Effective Date”), by and between **AccessLex Institute**, a non-stock corporation organized under the laws of the State of Delaware, with its principal place of business at 10 North High Street, Suite 400, West Chester, PA 19380 (“AccessLex”), and [**INSERT PARTICIPATING SCHOOL**], with its principal place of business at [INSERT ADDRESS] (“Institution”) (each a “party,” and collectively, “the parties”).

1. AccessLex is engaged in a bar exam success initiative (the “Bar Exam Study”). In connection with the Bar Exam Study, Institution has agreed to share data with AccessLex about its students who have graduated the Institution and taken the bar exam in the years [INSERT RANGE]. This Agreement sets forth the terms and conditions by which Institution’s data will be shared with AccessLex.
2. In consideration for sharing its data with AccessLex for the Bar Exam Study, Institution will receive a custom, individualized report summarizing the analytical results. The report will explain and illustrate significant and useful findings from the analyses and make recommendations, where appropriate. The report will provide tangible information premised on informing action.
3. This Agreement will begin on the Effective Date and continue unless terminated upon thirty (30) days’ written notice to the other party.
4. Subject to the terms and conditions of this Agreement, Institution hereby grants to AccessLex an indefinite, unlimited, irrevocable, non-exclusive, transferable, sublicensable, royalty-free, right and license to use Institution’s data (not including personally identifiable information and/or student records that can be associated with a specific individual (collectively, “PII”). Subject to the terms and conditions of this Agreement, Institution further grants to AccessLex a limited, revocable, exclusive, non-transferable, non-sublicensable, royalty-free, right and license to use Institution’s PII for analysis and research, for the duration of the Bar Exam Study or one year from the transmission of PII from Institution to AccessLex, whichever is longer.
5. Institution retains ownership of, and all rights and licenses to, its PII, and AccessLex may collect, store, access, use, process, and maintain Institution’s PII only in accordance with this Agreement and applicable law.
6. AccessLex acknowledges that its performance under this Agreement may involve access to PII that is subject to state or federal law/rules restricting the use and disclosure of such information, including, but not limited to, the federal Gramm-Leach Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)) (“GLBA”) and the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”). AccessLex agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Institution’s PII. AccessLex represents and warrants that it will carry out its obligations under this Agreement in conform with all applicable federal, state and local laws and regulations governing personal information and will insure the security and confidentiality of Institution’s PII consistent with the safeguards set forth in federal and state regulations and in a manner fully consistent with industry standards. AccessLex specifically represents that its network and information technology security protocols meet or exceed the GLBA SafeGuard rules. AccessLex’s responsibility for ensuring the security of Institution’s PII extends to its employees who may have access to Institution’s PII in connection with AccessLex’s performance hereunder, and that such access will be permitted on a need-to-know basis only.
7. During the course of this Agreement, Institution may need to electronically transmit Institution’s PII to AccessLex. Electronic methods may include telephones, cell phones, e-mail, fax and secure file transfer protocols (“secure electronic transfer”). All forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. However, AccessLex utilizes secure electronic transfer to reduce the risk that Institution’s PII is compromised. AccessLex requires Institution not use email or other means of transfer to transmit Institutions’ PII other than the secure electronic transfer methods provided by AccessLex. Authorized AccessLex personnel will be available to work with Institution to facilitate the transfer of PII via secure methods. PII will then be housed in a secured file on the AccessLex network. If Institution chooses to use alternative methods of communicating Institution’s PII, the indemnification provision set forth in paragraph 12 will not apply.
8. AccessLex agrees to hold Institution’s PII in strictest confidence. AccessLex is committed to protecting the security of Institution’s PII and will employ sufficient administrative, physical and technical data security measures to meet the requirements under the specific federal and state laws applicable to Institution’s PII, whether in electronic or physical form, which it receives, interacts with, stores, views, processes, accesses, uses, creates, maintains, transmits, disposes of, or otherwise handles in the course of AccessLex’s performance under this Agreement. In particular and without limitation, upon receipt of PII from Institution, AccessLex will replace each student name with a random ID number (“De-Identified data”), and will store De-Identified data separately from lists linking the random ID numbers to student names (“Name Lists”). De-Identified data and Name Lists will each be encrypted at rest and otherwise stored in a secure manner, accessible on a need-to-know basis only. Additionally, PII transmitted from Institution to AccessLex, and all Name Lists will be destroyed at the conclusion of the Bar Exam Study or one year following the initial PII transfer from Institution to AccessLex, whichever is longer. Only De-Identified data may be maintained by AccessLex after the conclusion of the research period and/or beyond the one year referenced above and is not subject to the destruction provisions set forth in this Agreement.
9. AccessLex will not access, use or disclose such PII except as permitted or required by the Agreement or as otherwise authorized in writing by Institution, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Institution’s PII, AccessLex will notify Institution in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give Institution an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so).
10. Institution acknowledges that certain information about Institution's students are contained in information to be provided and that this information may be confidential under FERPA and related Institution policies unless valid consent is obtained from Institution’s students or legal guardians and hereby represents and warrants that all data provided under this Agreement complies with FERPA and Institution’s policies.
11. Institution agrees to indemnify, defend and hold harmless AccessLex and its affiliates from and against any and all claims, including but not limited to, those arising in tort, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable attorneys’ fees and expenses, arising out of or in connection with any breach of this Agreement by Institution.
12. AccessLex agrees to indemnify, defend and hold harmless Institution from and against any and all claims, including but not limited to, those arising in tort, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable attorneys’ fees and expenses, arising out of or in connection with (a) the unauthorized use, disclosure, loss, acquisition, destruction, compromise of or access to Institution’s PII related to the performance of AccessLex’s obligations under this Agreement, or (b) any breach of this Agreement by AccessLex.
13. During the Term, each party will obtain and maintain at its own expense insurance covering that party for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under or loss, compromise, disclosure, or acquisition of information shared pursuant to this Agreement, including any negligent or wrongful acts or omissions.
14. The data handling and indemnification obligations of each party under this Agreement will continue post-termination unless otherwise agreed upon in a separate writing between the parties.
15. This agreement will be construed in accordance with the laws of the State of Delaware, without reference to conflict of laws principles applicable therein. Each party consents to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the Eastern District of Pennsylvania in connection with any claim or dispute arising under or in connection with this Agreement. This Agreement contains the entire agreement between the parties concerning the protection of Institution’s Protected or Private Information disclosed hereunder. This Agreement supersedes any other prior or contemporaneous agreements or understandings, whether written or oral, concerning the protection and the sharing of Institution’s Protected or Private Information disclosed hereunder. No waiver by any party under this Agreement of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, AccessLex and Institution have caused their duly authorized representatives to execute this Data Sharing Agreement as of the Effective Date above.

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| **AccessLex Institute** |  **[Institution]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Aaron Taylor | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: SVP & ED, Center for Legal Education Excellence\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |