**Section 910.50 Shared Data Agreements**

a) Student-level data furnished by IBHE is licensed by IBHE and remains the property of IBHE.

b) All requests for data files, data products, aggregations or reports containing student-level data elements, except in the case of State and federal mandated accountability reporting, shall be made in writing to IBHE using IBHE forms.

c) All requests shall be approved in writing by the Executive Director, or his/her designee, prior to execution of a shared data agreement.

d) All data obtained from IBHE shall be used solely for the purpose identified by the requesting entity. The scope and term of this usage will be detailed in a shared data agreement specific to each request. Use of the data for any other purpose requires a separate and specific written request, approval and shared data agreement.

e) IBHE will provide the data "as is" with no warranties of any kind concerning fitness for any particular use. IBHE will not be liable in any manner whatsoever for the requesting party's use of the data or any inferences, judgments or decisions resulting from the use of the data. The data is provided "as is", and the requesting party is solely responsible for understanding the limitations of the data, including, but not limited to, its accuracy, as well as its suitability for any particular use. IBHE makes no representations of any kind and assumes no responsibility for the requesting party's use of the data.

f) Any entity in receipt of IBHE student-level data must comply with applicable laws and regulations with respect to the protection of privacy, security and dissemination of the confidential information. Upon completion of the data sharing purpose, the entity in receipt of IBHE student-level data shall return it to IBHE or destroy it and any copies, as specified in the data sharing agreement.

g) The requesting party shall defend, indemnify, release and hold IBHE and its Board members, employees and agents harmless from and against any and all claims, losses and expenses, including any and all consequential, special, exemplary or punitive damages arising out of or incidental to the data sharing agreement, regardless of the negligence or fault of the requesting party.