

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**AND
MISSISSIPPI STATE UNIVERSITY**

This Memorandum of Understanding (MOU) is entered into by and between the _____ and Mississippi State University (MSU), for and on behalf of its National Strategic Planning and Analysis Research Center (nSPARC). The purpose of this agreement is to establish terms, conditions, and limitations on the use of data on programs offered through _____ to allow for data evaluation and continuing dialogue to...

THEREFORE, in consideration of the mutual understanding and agreement set forth, _____ and MSU do hereby agree to the following:

I. Process Description

_____ will provide mutually agreed upon data from _____ programs at a mutually agreed upon time after the execution of this agreement and thereafter on a quarterly basis in a format agreed to by _____ and nSPARC. _____ will work cooperatively with nSPARC in providing records in accordance with the terms of this Agreement. For example, (a) providing a location on a secure server where the data can be safely transferred and (b) creating the data file in an agreed upon format.

Upon completion of the management and analysis of the data, MSU will remove all identifying confidential data fields.

This agreement shall cover any other data files or data elements mutually agreed upon by _____ and MSU.

II. Joint Actions

Both parties shall maintain safeguards, which shall restrict the release or disclosure of information exchanged under this MOU as required under federal and/or state law or regulations and as described in section I related to data analysis.

MSU agrees that any and all data received in accordance with provisions in Section I remain the property of _____ and will be available only to MSU executive staff and designees.

Social Security Numbers, state identification numbers, federal identification numbers and any other identification numbers, name, address, and telephone numbers will only be made available to staff that are full-time employees at MSU directly involved in the project(s) associated with this agreement and will be confined to the "clean room" established within the MSU facility.

MSU further agrees that in the event that the scope of work related to statewide workforce performance changes or the operations of MSU become compromised due to leadership changes, funding changes, or other factors deemed detrimental by the submitting institution, that any and all data received in accordance with provisions in Section I will be returned to _____ with

no copies residing with the MSU, absent the existence of a new agreement covering the disposition and handling of such data.

MSU agrees that only aggregate descriptive statistics will be made publicly available under the conditions described in section I. MSU also agrees to share any preliminary statistics with _____ prior to their release to any other public entities. MSU further agrees that any data received will be archived in a manner that maintains the confidentiality of the information exchanged and does not permit the identification of individual persons to whom the information pertains.

III. Suspension of Services

In the event of a manmade, technological or natural disaster, or emergency, _____ may suspend services hereunder, with written notice to MSU but will resume services at the earliest possible time unless terminated in accordance with the provisions of this MOU.

IV. Modifications

This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

V. Duration of Agreement

This MOU will be effective upon execution by both parties and will remain in effect for one year from the date of commencement. The agreement may be terminated by either party upon thirty (30) days written notice to the other party or other mutually agreed upon terms. The notice must be delivered by certified mail, return receipt requested, or in person, with written proof of delivery. Any modifications to this MOU will be effected through a written amendment. MSU will suspend any and all use of all data received from and any data derived from _____ that may be used to identify any person, business, or organization or other entity, in its or their possession upon termination of this agreement, absent the existence of a new agreement covering the disposition and handling of such data. Commencement of further use of this data will occur only upon written authorization of _____.

VI. Assignments

It is expressly understood that commitments to be performed under this MOU shall not be subcontracted, assigned, transferred, or sublet without prior written approval of the other party.

VII. Authority

All activities under this MOU shall be subject to all applicable federal and/or state laws, rules, and regulations and construed in accordance with the laws of the State of Mississippi.

VIII. Liability

Each party shall be responsible for any liability resulting from the actions/inactions of its officers, agents and employees, acting within the course and scope of their official duties, to the degree and within the parameters permitted under §§11-46-1, et seq., Mississippi Code Annotated of 1972.

IX. Execution

For the faithful performance of the terms of this MOU the parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions hereof. This MOU has been made and interchangeably executed by the parties in duplicate. The effective date of this MOU will be upon execution by both agencies and will continue until modified in accordance with provisions in Section IV or terminated in accordance with provision in Section V.

Name of Authorized Signer
Title of Signer
Name of Group

Date

Name of Authorized Signer
Director, Office of Sponsored Projects
Mississippi State University

Date