

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF EDUCATION  
AND  
UNIVERSITY OF WYOMING**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Education (WDE), whose address is: Wyoming Department of Education (WDE), 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, WY 82002-0206, and the University of Wyoming (UW), whose address is: 1000 E. University Avenue, Laramie, Wyoming 82071.
2. **Purpose.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall receive data from the Agency to fulfill the responsibilities as outlined in the sub-recipient award between the Contractor and the Agency, and the Application for Grants Under the Gaining Early Awareness & Readiness for Undergraduate Programs Catalog of Federal Domestic Assistance (CFDA #84.334S), Grant Dates: September 26, 2017 through September 25, 2024. This data, as fully described in the Attachment A, Data Request, which is attached hereto and incorporated herein by this reference.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until August 31, 2025. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **WDE Agrees to:**
  - A. Acknowledge the Agreement is subject to all Federal and State mandates including but not limited to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children’s Online Privacy Protection Act, Children’s Internet Protection Act and Privacy Act of 1974.
  - B. Acknowledge and agree that all data must be treated as privileged communications; must be held confidential; and must meet the terms and conditions of compliance. Under the Agreement, WDE is responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the system or environment in which the data is stored. Failure of WDE or its employees, agents, or subcontractors to comply with these regulations will be a material breach

of the Agreement and must permit UW to immediately terminate the contract. Any breach of security involving data from public school districts in Wyoming requires notification to UW and school districts, as data owner. WDE will be required to provide a proposed incident response plan as it applies to the any observable occurrence in a system or network that compromises the confidentiality, integrity and availability of UW data. This includes any suspected violation or threat of violation of computer security policies, acceptable use policies, or standard security practices. In the event that WDE hosts UW data, WDE will be required to notify the UW project representative, within twenty-four (24) hours of detection, of any suspected breach of data related to UW data.

- C. Have written policies governing access to, duplication and dissemination of all shared data. WDE must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. WDE must provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- D. Apply disciplinary policies across all sources of information identifying individuals or employees. WDE will consider any improper disclosure of any information considered confidential under federal or state law to be serious misconduct. All employees of WDE are to be made aware that all information collected under the auspices of this Agreement can be used only for purposes outlined in this Agreement and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.
- E. Permit any authorized representative of UW to inspect WDE data holding premises, within reason and only with no less than fourteen (14) business days advanced notice, to determine whether WDE is complying with all terms, conditions, and provisions of this contract.
- F. Notify WDE and UW representative of any legal, investigatory, or other demand for access to any WDE related data, in any form.
- G. The following technical specifications as a baseline, but are not an all-inclusive data security standard for compliance:
  - i. **Data in transit:** Data transmitted by the third party through an interface to another system, domain or enclave will be done securely using known secure protocols such as TLS/SSL, sFTP and other agreed upon methods.

- ii. **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by the agency.
- iii. **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to Agency related data.

**H.** Provide a Project Representative:

Sean McInerney  
Supervisor of Accountability / College and Career Readiness  
Wyoming Department of Education  
sean.mcinerney@wyo.gov  
307-777-8752

- I.** Meet at least annually with representatives of the UW to update and review documentation regarding the collection and management of student and educator information.
- J.** Review these Agreement requirements with successor State Superintendent or designee within sixty (60) days of the transition of leadership of the WDE.
- K.** No loss of control or ownership will result through this Agreement.

**6. Responsibilities of UW.**

- A.** The Agreement being subject to all Federal and State mandates including but not limited to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act, Children's Internet Protection Act and Privacy Act of 1974.
- B.** Acknowledge and agree that all data must be treated as privileged communications; must be held confidential; and must meet the terms and conditions of compliance. Under the Agreement, the UW is responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the system or environment in which the data is stored. Failure of UW or its employees, agents, or subcontractors to comply with these regulations will be a material breach of the Agreement and must permit the WDE to immediately terminate the contract. Any breach of security involving data from public school districts in Wyoming requires notification to WDE and school districts, as data owner. UW will be required to provide a proposed incident response plan as it applies to the any

observable occurrence in a system or network that compromises the confidentiality, integrity and availability of WDE data. This includes any suspected violation or threat of violation of computer security policies, acceptable use policies, or standard security practices. In the event that the UW hosts WDE data, UW will be required to notify the WDE project representative, within twenty-four (24) hours of detection, of any suspected breach of data related to WDE data.

- C. Have written policies governing access to, duplication and dissemination of all shared data. UW must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. UW must provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- D. Apply disciplinary policies across all sources of information identifying individuals or employees. WDE will consider any improper disclosure of any information considered confidential under federal or state law to be serious misconduct. All employees of UW are to be made aware that all information collected under the auspices of this Agreement can be used only for purposes outlined in this Agreement and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.
- E. Permit any authorized representative of WDE to inspect UW data holding premises, within reason and only with no less than fourteen (14) business days advanced notice, to determine whether UW is complying with all terms, conditions, and provisions of this contract.
- F. Notify WDE representative of any legal, investigatory, or other demand for access to any WDE related data, in any form.
- G. The following technical specifications will serve as a baseline, but are not an all-inclusive data security standard for compliance:
  - i. **Data in transit:** Data transmitted by either party through an interface to another system, domain or enclave will be done securely using known secure protocols such as TLS/SSL, sFTP and other agreed upon methods.
  - ii. **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by WDE.
  - iii. **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to WDE related data.

**H.** Provide a Project Representative:

Michael V. Wade  
Associate Director  
Student Educational Opportunity  
University of Wyoming  
[mwade@uwyo.edu](mailto:mwade@uwyo.edu)  
307-766-6189

- I.** Meet at least annually with representatives of the WDE to update and review documentation regarding the collection and management of student and educator information.
- J.** Review these Agreement requirements with successor President or designee within sixty (60) days of the transition of leadership of UW.
- K.** Destroy all Confidential Data stored on UW systems within forty-five (45) days after it is no longer needed to perform the services described in this agreement, upon WDE's request or upon termination of this agreement, whichever occurs first or unless otherwise agreed upon in writing. UW shall provide written verification of the data destruction to the WDE within forty-five (45) days after the data is destroyed.
- L.** The data received from WDE is only for the purposes described herein. Information obtained from these files cannot be used for marketing or any other forms of research.

**7. General Provisions.**

- A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Entirety of Agreement.** This MOU, consisting of seven (7) pages, and Attachment A, consisting of five (5) pages represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.
- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms

of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
  
- G. Sovereign Immunity.** The State of Wyoming, WDE and UW do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
  
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

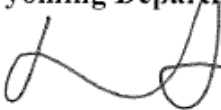
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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

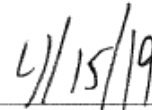
The effective date of this MOU is the date of the signature last affixed to this page.

**AGENCY:**


**Wyoming Department of Education**



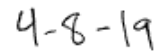
Dicky Shanor, Chief of Staff



Date



Kari Eakins, Chief Policy Officer

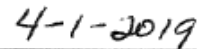


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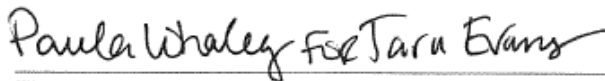
**University of Wyoming**



Laurie S. Nichols, President

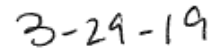


Date



Tara Evans, Attorney

Representing: University of Wyoming



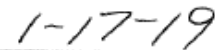
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**



Susan G. O'Brien, Senior Assistant Attorney General

Representing: Wyoming Department of Education



Date