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**MEMORANDUM OF UNDERSTANDING BETWEEN ASSOCIATION INDEPENDENT CALIFORNIA COLLEGES AND UNIVERSITIES AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Memorandum of Understanding (**MOU**) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the Association of Independent California Colleges and Universities (**Association**) and ­­­­\_\_\_\_\_\_\_ (**Institution**) for the purpose of collecting and reporting the unduplicated number of admitted transfer students with an Associate Degree for Transfer (**ADT**).

PURPOSE

The purpose of this MOU is to document the terms under which the Institution is authorized to release to the Association data, with limited student identifiers, for the collection and reporting of unduplicated admitted ADT students to the independent, nonprofit sector.

TERMS AND CONDITIONS

1. The Association shall maintain the confidentiality of the Institution and its data. All data reported from the Association shall be reported in the aggregate.
2. The representative at the Institution must assure that anyone to whom data are given understands the confidential character of the data.
3. The Institution shall inspect data submitted to the Association by the Institution to verify its data quality and integrity.
4. The Institution warrants that information transmitted electronically or otherwise to the Association has been examined and is complete and accurate to the best of its knowledge, and that electronically transmitted information is properly encrypted, secure, and free of viruses, malware, trojans, or other malicious software or components.
5. The Institution and Association will comply with all federal and state laws in the course of their respective activities under this MOU, including but not limited to the Family Educational Rights Privacy Act (“FERPA”). Neither Party shall be obligated to carry out an activity under this MOU if the Party reasonably believes that activity will constitute a violation of federal or state law.
6. The Association acknowledges that data will not be provided on students who have a privacy block in place.
7. The Association shall implement and maintain reasonable security procedures and practices to protect data from unauthorized access, destruction, use, modification, or disclosure. The Association understands that access to this data must be limited to appropriate officers and employees of the Association that work directly with data exclusively for the purposes outlined in this MOU.
8. The Association agrees to notify the Institution immediately upon discovering any breach or suspected breach of security of any disclosure of the data not authorized by this MOU. The security breach notification shall be by phone and the caller shall speak directly with an AICCU staff member. The security breach notification must include a detailed description of the incident (such as time, date, location, circumstances, and action taken to investigate the breach, action taken to mitigate losses, and to protect against any further breaches) and identifying responsible personnel (name, title and contact information).
9. Acknowledge that the Institution data obtained by AICCU under this MOU remains the property of AICCU.
10. Should additional data need to be collected in the future, AICCU and the Institution will negotiate and sign an addendum to this MOU.

This MOU shall be effective immediately upon its execution by both Parties. The Institution may terminate this MOU if it ends its participation in the ADT program.

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| Name: | *Randy Tarnowski* |
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| Institution: | *AICCU* |
| Date: | *02/26/20* |