**MEMORANDUM OF UNDERSTANDING**

**Between**

**[Insert Organization 1 – Educational Program]**

**AND**

**[Insert Organization 2 – Data Owners]**

**(collectively, the “Parties”)**

1. **DEFINITIONS**

**1.1** In this Memorandum of Understanding (“MOU”):

**“Access”** means accessing by Users during the term of the graduate program

**“Data”** means the data contained in the Data Set

**“Data Destruction Software”** means software that is capable of destroying data in tapes, hard disks and other forms of electronic media so that it is completely unreadable.

**“Data Set”** means a collection of related sets of information gathered by the Information, Privacy and Archives Division (“IPA”). The table below outlines the Data Set collection being used as part of this pilot, the sensitivity of the Data Set and its legal rights:

|  |  |  |
| --- | --- | --- |
| **Data Set** | **Sensitivity** | **Licence / Copyright** |
|  |  |  |

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended or replaced from time to time.

**“Low Sensitivity”** means data that is unrestricted, does not contain personal information and is currently unavailable publicly.

**“Users”** means any individual who, as part of the [Insert Organization 1], uses the Data Set to participate in or teach the graduate program.

**“Personal Information”** has the same meaning as in FIPPA.

1. **BACKGROUND**

2.1 Through this MOU, the [Insert Organization 2] will allow [Insert Organization 1] to use the Data Set for the purpose of administering a course (“pilot project”). The course will provide students an opportunity to support real world business decision-making with real business data. Students will blend theoretical knowledge with hands-on practical skills for data collection, analysis, and manipulation.

[Insert Organization 1] prepares students for a career in the high-demand area of Data Analytics, teaching students the knowledge and skills they need to support real-world business decision-making and planning through data insights, data management and data science.

Experts in the field consistently report that about 80% of the work involved in data and analytics is focused on the cleaning and preparation of data sets for analysis. Excellent data management and remediation practices are necessary to gain an appreciation for the insights that data can provide.

The Ontario government maintains massive data sets. Effective use of data sets can help identify social and economic needs to improve service delivery to Ontarians. The Ontario Information and Privacy Commissioner is actively encouraging the OPS to step carefully and thoughtfully into the world of big data. Ensuring an active appreciation for emerging data management and remediation practices will be helpful in this regard.

This pilot project will enable the [Insert Organization 2] to consider new approaches to managing large data set structures and discover new points of access to this data in order to manage and preserve the public record of the Government of Ontario. As such, this pilot project is consistent with the purposes of the *Archives and Recordkeeping Act, 2006*, S.O. 2006, c. 34, Sched. A.

1. **PURPOSE & SCOPE**
   1. The purpose of this MOU is to clarify the roles and responsibilities of the Parties related to the pilot project with respect to the use, security, and confidentiality of the Data Sets.
   2. The objective of this pilot project is to deliver immediate value to students in the [Insert Organization 1], and to test the potential for a broader partnership to enhance the experiential learning component of post-secondary data science and analytics programs in Ontario and improve awareness and adoption into the OPS of leading practices in data management.

3.3 The pilot project will enable the Parties to expand their learning in data analytics, assess best practices, draw conclusions and determine opportunities for next steps. The opportunities for shared learning through collaboration will benefit both Parties.

* 1. The [Insert Organization 2] Data is being shared with the [Insert Organization 1] for research and scholarly purposes and the [Insert Organization 2] anticipates the secure and respectful management of IPA’s data while in [Insert Organization 1] custody.

1. **ROLES AND RESPONSIBILITIES**
   1. The [Insert Organization 2] undertakes to:
2. Provide Data Set structures and samples to [Insert Organization 1] instructors for review and deliver Data Sets in a timely fashion for use per the program syllabus.
3. Provide context and subject matter expertise to inform data management and remediation related analysis.
4. Receive feedback on remediation activities and recommended best practices from [Insert Organization 1].
5. Assisted by staff from the [Insert Organization 2], evaluate the pilot project and develop recommendations for appropriate next steps based on evaluation results.
   1. [Insert Organization 1] undertakes to:
6. Review Data Set structures, samples and the activities undertaken through the pilot project to assess the benefit of applying such activities in their program curriculum and/or syllabus.
7. Supervise the process by which students will review and develop options for, or implement, strategies for improving the quality of the Data Sets provided.
8. Ensure that student use of Data Sets is limited to management and remediation of Data Sets and does not include analysis of the Data itself.
9. **TERMS OF USE OF THE DATA SETS** 
   1. The Data shall only be used by [Insert Organization 1] for the purpose of facilitating the learning of data management practices in data collection, analysis, and manipulation and for no other purpose, including for a commercial purpose.
   2. Users shall not disclose the Data to individuals other than to other Users.
   3. Users shall manage and store copies of the Data Sets in a secure manner on a secure network and nowhere else in order to restrict any unauthorised use of the Data.
   4. In the unlikely event that Personal Information is discovered within the Data, [Insert Organization 1] must notify the [Insert Organization 2] in writing immediately. The Users will ensure that no personal information discovered will be used or disclosed in any manner. Any personal information discovered contained within the Data Sets or Data must be disposed of immediately in a manner which ensures the protection of privacy.
   5. Upon the end of the Term of this MOU all Users will dispose of all Data Sets and Data using Data Destruction Software.
   6. [Insert Organization 1] will assist the [Insert Organization 2] in ensuring the Roles and Responsibilities set out in this MOU are complied with. Such measures may include, but are not limited to:
10. review, upon request, of any research or scholastic work carried out under the terms of this agreement; and
11. verification and confirmation, upon request, of destruction of all Data Sets and Data with information about the Data Destruction Software and processes used.
    1. [Insert Organization 1] shall direct to the [Insert Organization 2] any requests for information related to the Data or the MOU.
12. **MODIFICATIONS**

The MOU may only be amended by a written agreement of the Parties.

1. **TERMINATION**

Either [Insert Organization 1] or the [Insert Organization 2] may terminate the MOU by providing 30 days written notice to the other Party.

1. **TERM**

Unless terminated earlier in accordance with the paragraph above, the MOU shall be in effect from [Insert Dates].

1. **KEY CONTACTS**

1. **ENDORSEMENTS**

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Name / Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name / Date