

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

## COLLEGE and COMPANY

### Rationale:

**COMPANY**, located in the Austin area, is experiencing a need to up skill its workforce. There is a need to provide a variety of training programs to help address this concern. **COLLEGE** endeavors to coordinate the training programs offered through the **GRANT**, as awarded by the **GRANTOR**.

### **COLLEGE** agrees to:

- Develop and/or coordinate the implementation of courses outlined in the grant proposal. These topics have been identified through **COMPANY** surveys and planning meetings as critical to **COMPANY** success.
- Assume responsibility for all instruction, scheduling, faculty qualifications, issuance of grades and/or certificates, and maintenance of records, as required by applicable accreditation agencies.
- Solicit and negotiate affiliation agreements with Austin-area sub-contractors to provide industry-specific instruction as needed.
- Make every effort to provide training on-site; however, if special needs exist, courses will be located in the most convenient location for all parties.
- Ensure that all students enrolled in **COMPANY** training program have appropriate liability and accident insurance coverage for programs held at **COLLEGE** locations.
- Serve as the fiscal agent for management and documentation required for **GRANT** grants.
- Ensure that all data provided by **COMPANY** or its employees who are receiving **COLLEGE** credit is protected (encrypted) both at **COLLEGE** and during any data transfer to **GRANTOR**.
- Execute a Confidentiality Agreement with **COMPANY** to protect employee information of **COMPANY**. Notify **COMPANY** without undue delay of any (suspected) non-compliance with statutory provisions dealing with the protection of personal data by **COLLEGE** or its employees, and (ii) any (suspected) non-compliance with this Agreement. **COLLEGE** shall notify **COMPANY** of data subjects' complaints and requests, orders by courts and competent regulators, and any other exposures or threats in relation to data protection compliance and shall provide reasonable assistance to **COMPANY** to respond to such complaints or requests in a timely manner. Moreover, and notwithstanding (i) and (ii) above, **COLLEGE** will provide **COMPANY** with a data breach notice immediately if **COLLEGE** learns that data from its data applications are systematically and/or seriously misused by third parties (e.g. by a hacking attack).
- Agrees and warrants not to store the personal data for a period longer than required by the purpose of the Agreement. Upon the expiration or termination of this Agreement, unless otherwise instructed by **COMPANY**, **COLLEGE** shall return to **COMPANY**, without undue delay, all data received from **COMPANY** and all data obtained or generated, including relevant copies, in whatever format, and shall refrain from any further processing and use of such data, to the extent this is possible without infringing on **COLLEGE**'s own statutory obligations. In case of technical impossibility to delete or destroy data processed in electronic form, **COLLEGE** shall do whatever necessary to make said data not accessible, non-retrievable and non-modifiable and any relevant use and processing shall be prohibited.

### **COMPANY** agrees to:

- Provide classroom, laboratory and/or break room space for up to 20 students per class, at no charge to **COLLEGE**, on an as-needed basis.
- Require employees attending all courses to provide to **COLLEGE** prior to or simultaneously with registration, information required for grant report/documentation purposes, including:
  - Participant name
  - Participant Social Security number
  - Participant address
  - Participant date of birth
  - Participant race
  - Participant ethnicity
- Provide information required for grant report/documentation purposes prior to or simultaneously with registration, including:
  - Confirmation that all participants are full-time employees of **COMPANY**
  - Confirmation that **COMPANY** contributes Texas Unemployment Insurance taxes for all participants
  - Confirmation that all participants have met or exceeded the minimum hourly wage corresponding to the respective job titles specified in the Private Partner Information Form by the completion of the grant
- Provide information required for grant report/documentation purposes monthly, including:
  - Participant hire dates
- Provide information required for grant report/documentation purposes prior to completion of the grant, including:
  - Participant job title and current wage
  - Participant Termination Dates
- Provide employee access for program participation based on the number of people requested for training through the proposal development/survey process. This includes scheduling appropriate participants to be available for programs and provide wages and benefits for those participants while in training.
- Ensure that all students enrolled in the **GRANT** training program have liability and accident insurance coverage.
- Fulfill the commitment of grant deliverables as stated in the award contract, including committing to employ grant participants for at least sixty (60) days after completion of training. Should results fail to meet **GRANTOR** performance indicators, **COMPANY** agrees to reimburse **COLLEGE** for funding differences that may occur if results do not meet **GRANTOR** performance indicators.
- Provide on-site maintenance of any relevant equipment required to support instruction, including computers and A/V equipment.
- Provide on-site security after-hours, while students are in class.
- Provide lockable storage space for **COLLEGE** equipment, supplies, and files, if needed.
- Post job openings on Work-In-Texas website and work with Workforce Solutions-Capital Area for assistance with new-hire recruitment, screening, and referrals.

**COMPANY and COLLEGE jointly agree to:**

- Work collaboratively on a mutually agreeable schedule for **COMPANY** classes to complete all training by the stated end date of the grant.
- This Memorandum of Understanding will be reviewed and renewed annually, as mutually agreed, no later than one year from the date of signatures below.

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Signature of COMPANY Representative

Signature of COLLEGE Representative

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Date

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Date

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Print: COMPANY representative  
(name & title)