

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND THE UNIVERSITY OF WYOMING**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Workforce Services, Research & Planning Section (R&P/DWS) whose address is 246 South Center, Casper, WY 82602, and the University of Wyoming [UW], whose address is: 1000 E. University Avenue, Laramie, WY 82701.
  
2. **Purpose.** The purpose of this MOU is exclusively statistical to fulfill the requirements:
  - (a) of the Hathaway Student Scholarship Program Longitudinal Study goals as specified in Chapter 95, Section 9 of the Session Laws of Wyoming 2008;
  - (b) of Enrolled Act No. 29, Section 326 subsection (d) of the State of Wyoming 2012 Budget Session;
  - (c) for planning of service delivery under section 112 (29 U.S.C. § 2822), evaluation under sections 136(e) (29 USC § 2871(e)), and analysis of the labor market as described in section 309 of PL 105-220 (29 USC § 491-2), the Workforce Investment Act;
  - (d) of the Rehabilitation Act of 1973, for analysis and evaluation;
  - (e) for labor market outcome reporting for education and training programs administered by DWS, including those supported by the workforce development training fund, other state funds, or federal funds administered through this MOU with UW;
  - (f) of the Workforce Data Quality Initiative grant award (to DWS, 6/12/13 authorized by PL 112-74, division F(3)(D) as amended by PL 112-175);
  - (g) of awards made available by the U.S. Department of Education such as Carl Perkins IV;
  - (h) of additional awards made available by the U.S. Department of Labor such as H-1B Visa awards;
  - (i) to promote the development of a State Longitudinal Data System as envisioned by the American Recovery and Reinvestment Act of 2009(PL 111-5);
  - (j) for Institutional and financial assistance information for students pursuant to 20 U.S.C. section 1092(a)(1)(R); and
  - (k) at 34 CFR 99.31(a)(6)(iii)(C) to utilize a written agreement when an educational agency discloses personally identifiable information, with the goal of improving instructional programs through the conduct of evaluations, and other studies under the meaning of the term as specified in 34 CFR 99.31(a)(6)(C), the Family

Educational Rights and Privacy Act (all references to statute, rule, regulation, and Memorandum of Understanding refer to their “as amended” form).

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 terminated. This MOU may be terminated, without cause, by any party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the addresses listed in Section 5Q and 6M.
4. **Payment.** No payment shall be made to any party by another party as a result of this MOU. However, amendments that change the scope of work or responsibilities of R&P/DWS may require a payment from UW which shall be specifically set forth in any said amendment.
5. **Responsibilities of R&P/DWS.** R&P/DWS agrees to:
  - A. Pursuant to 34 CFR 99.31(a)(6)(C) develop and manage the Workforce Follow-up System (hereinafter, “the System”) evaluation project as defined by FERPA, by incorporating student records from the Wyoming Department of Education (WDE), Wyoming Community College Commission(WCCC), Community Colleges, the University of Wyoming, Unemployment Insurance wage records and employer tax records, employment licensing information, and other relevant administrative records, as well as non-confidential economic and demographic characteristics on a longitudinal basis.
  - B. Base the analysis on literature devoted to the analysis of administrative records, relevant subject matter areas, and requests from interested and affected parties on both descriptive and explanatory levels focusing on workforce outcomes grounded in socio-economic, demographic, labor market, and educational factors for cohorts of 9<sup>th</sup> to 12<sup>th</sup> graders beginning with the 2005-06 school year over a ten (10) year period for each cohort, pursuant to Hathaway Scholarship longitudinal study goals, and as specified in Enrolled Act 29 of the State of Wyoming 2012 Budget Session.
  - C. Make all MOUs referenced in this subsection available to the public at: [http://doe.state.wy.us/LMI/education\\_we\\_connect.htm](http://doe.state.wy.us/LMI/education_we_connect.htm). All future applicable MOUs shall be posted to this website within thirty (30) days of the date of the last signature affixed to the future MOUs.

R&P/DWS may use the following record linkages:

- (i) University of Wyoming, WCCC, Community Colleges and WDE student records for the limited purpose of establishing and/or verifying student identity, and developing complete Hathaway scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis (applicable to each source of data identified in this subsection), Chapter 95, Section 9 of the Session Laws of Wyoming - 2008, Enrolled Act No. 29,

Section 326, Subsection (d) of the State of Wyoming 2012 Budget Session, Wyoming State Statute 27-2-105(a)(v) and Section 309 of PL 105-220 (29 USC 491-2 )(29 USC § 2871(e)) incorporating Section 136(e) by reference (Chapter 95, Section 9, Section 326, Subsection (d), and Section 309 apply to each item in this subsection). Unless otherwise indicated, data use is limited to statistical use protecting the identity of individuals and firms under Wyoming State Statute 27-3-603 and 29 USC 491-2, and protecting the identity of parents and students under 34 CFR 99.31 (C)(iii)(A) and 34 CFR 99.31(a)(6)(iii)(A).

- (ii) Vital records of birth, death, marriage and divorce to establish and/or verify student identity, and to develop complete scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis relating to labor force participation, and household and individual migration, pursuant to the MOU between the Wyoming Department of Health, Vital Statistics Services and DWS dated September 2011. Limitation – refrain from publishing data, including but not limited to, county-level data, for categories containing totals of less than five. See Attachment C – Memorandum of Understanding.
- (iii) WDE 684 fall and spring staffing report, to establish career paths and Hathaway scholarship impact on school district employment pursuant to an MOU with WDE dated May 2001, and funding model monitoring as described in Section 326, Subsection (d).
- (iv) Wyoming Department of Transportation driver’s license records, to establish and/or verify identity, demographics, household characteristics, and worker commuting to multi-establishment Unemployment Insurance accounts (in support of more accurate NAICS codes for place of employment), and to develop complete scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis including workforce commuting, migration, and employment status, pursuant to PL 103-322, Title XXX – Protection of Privacy of Information In State Motor Vehicle Records, Section 2721(b)(5), and the Wyoming “MOU between the Department of Workforce Services, the Department of Employment, and the Department of Transportation – R.I.S. Access User Acknowledgment Agreement” (1998). Limitation – name and address data elements may not be used to contact license holders without advance written permission of the license holder. See Attachment C.
- (v) DWS Unemployment Insurance wage records and employer account information for Wyoming and ten other states, for purposes of establishing industry of employment, earnings level, longitudinal earnings gain, employment continuity and turnover, and employment-related migration, pursuant to MOUs with the States of Alaska, Idaho, Montana, South Dakota, Nebraska, Utah, Colorado, Oklahoma, New Mexico and Texas (various

dates) which comply with 20 CFR 603 – “Federal-State Unemployment Compensation Program; Confidentiality and Disclosure of State UC Information,” and Wyoming State Statutes 27-3-603 and 27-3-606. See Attachment C.

- (vi) DWS Unemployment Insurance wage records for Wyoming state employees, to establish career paths and scholarship impact on employment in state government occupations pursuant to Wyoming State Statutes 27-3-502(e), 27-3-603 and 27-3-607(d).
- (vii) DWS Unemployment Insurance claims, to establish scholarship impact on instances of unemployment pursuant to Wyoming State Statutes 27-3-603, 27-3-606 and 27-3-211(b)(iii).
- (viii) DWS Workers’ Compensation claims and tax records, to establish scholarship impact on instances of work-place injury and hours worked pursuant to an MOU dated January 2006, and to Wyoming State Statute 27-3-603. See Attachment C.
- (ix) DWS Workforce Investment Act (youth, adult and dislocated worker training) and Employment Service (labor exchange), to establish scholarship impact on the use of employment and training services in support of students seeking careers and work - PL 105-220, Section 136(e); (29 USC § 2871(e).
- (x) DWS Vocational Rehabilitation, to establish the role of vocational rehabilitation in support of students seeking careers and work, and to establish scholarship impact on the use of these programs - the Vocational Rehabilitation Act of 1973 as amended by PL 105-220, Section 403 - Title II Research and Training, 34 CFR 350.3, 350.41 and 361.22.
- (xi) R&P/DWS New Hires Survey and Employer-Provided Benefits Survey, for access to employer provided benefits, occupation of employment, rate of compensation, credential requirements of the job, selected skills requirements of the job, and employer satisfaction with the match between skills and job requirements - PL 105-220, Section 136(e).
- (xii) Professional Teaching Standards Board licensing information for Wyoming, to establish career paths and scholarship impact on employment in the teaching occupation in Wyoming, pursuant to the MOU dated August 2012. See Attachment C.
- (xiii) Health Care Board licensing information for Wyoming, to establish career paths and scholarship impact on employment in health care occupations, pursuant to MOUs (various dates) with the Wyoming licensing boards of Nursing, Chiropractic Examiners, Speech Pathology and Audiology, Hearing Aid Specialists, Dental Examiners, Examiners in Optometry, Registration in

Podiatry, Radiologic Technologist Examiners, Mental Health Professionals, Physical Therapy, Respiratory Care, Embalming, Pharmacy, Occupational Therapy, Nursing Home Administrators, and Medicine authorized under the Affordable Care Act PL 111-148, Title V, and Wyoming State Statutes Annotated Section 33-21-122(c)(xv) and (xvi). See Attachment C.

- (xiv) Adult Basic Education (ABE), to establish the scholarship impact on ABE services in support of students seeking improved educational attainment pursuant to PL 105-220, Sections 212(b)(2)(A)(ii) and 224(b)(3), and an MOU with WCCC dated August 2012. See Attachment C.
- (xv) National Student Clearinghouse matches, to explain employment and earnings levels affected by subsequent enrollment in an institution of higher education in other states, and to identify the factors associated with longitudinal employment in Wyoming pursuant to the implementation of the terms of this MOU.
- (xvi) Department of Family Services Directory of New Hires Program, to refine wage records-based quarterly employment information with point-in-time hire information from the Directory to improve the quality of employment and earnings information, to develop complete scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis, to develop explanatory analysis for student outcomes, and to assess scholarship impact on the use of means-tested programs. (USC Title 42 Section 653a(h)(3), Wyoming State Statute 27-1-115(a)(i)(B)(iii), and an MOU in negotiations.)
- (xvii) Link student records to data described in i through xvi of this subsection to produce reports in the WDQI Technical Proposal to: (1) produce historic and descriptive trend analysis of education and demographics; (2) produce historic and descriptive trend analysis of education and employment outcomes; (3) link training outcomes to industry and occupational projections; (4) develop program evaluation analysis to assess economic returns for the State; and (5) explore probabilistic predictive models to anticipate educational and economic outcomes. See Attachment C - WDQI Technical Proposal.

- D.** Utilize the System to produce statistical reports, including narrative and graphics as defined in Attachment A - Hathaway Scholarship Plan Matrix - detail items 12, 13 and 14, employing the computational formula and analysis strategies defined in Attachment B - Computational Formula, which includes most commonly performed calculations 12A through C, 13A through C, and 14A and B. Additional analysis may be carried out in response to research questions which emerge from the analysis of detailed items 12, 13 and 14, which result from the addition of new data to the System, or which emanate from interested and affected parties.

- (i) Measure 12 is based on student (simultaneous employment and enrollment) and graduate records linked to employer Unemployment Insurance (UI) accounts and the employer's North American Industrial Codes System (NAICS) designation to establish the employment category (including matches with research offices in selected states).
  - (ii) Measure 13, employee earnings, is based on Measure 12 plus employer payroll compensation information for students and graduates.
  - (iii) Measure 14, proportion of Hathaway scholars entering and remaining in the Wyoming workforce (retention), is based on Measure 12 tracked quarterly on a longitudinal basis.
  - (iv) Impact, or economic returns for the state, will be ascertained based on continuity of employment, earnings and retention, on a longitudinal basis in comparison to these same outcomes for similar non-Hathaway scholarship student groups in a quasi-experimental design supplemented with regression analysis.
- E. Utilize National Student Clearinghouse matches to explain simultaneous employment and enrollment involving other states (and the effect on earnings), and identify the factors associated with longitudinal employment in Wyoming for Measure 14.
  - F. Utilize the WDE Teacher/Course/Student Enrollment Data (WDE684, and predecessors) report series micro-data to create similar non-Hathaway scholarship groups (using propensity scores for as many variables as possible) for comparison as described in 5(D) above, and for purposes of producing socio-economic context variables used to statistically explain outcomes.
  - G. Utilize the student records for the cohort of students from the school year immediately preceding the school year in which the Hathaway student scholarship program was implemented (2005-06), to the extent that records are available as a non-experimental design to provide contrasting context outcome for Measures 12, 13 and 14.
  - H. Make System analysis and statistical reports available to any other state or local entity of Wyoming government contributing data to, or for, the System including school districts, Community Colleges, the University of Wyoming or its component colleges. Such reports shall be made available through MOUs only for payment from funds provided by, or on behalf of, the requesting entity (or, entities collectively). Only entities entering into agreement for statistical reports with DWS will be identified in statistical reports unless specified other entities co-participate in the MOU, or sign a release permitting identification of an entity as part of the MOU.
  - I. Ensure that student records, and all other confidential information are not disclosed in any form which reveals the identity of an individual or employer, that such records are stored only in secure areas on a secure state computer system, properly destroyed

as set forth within this MOU and that only authorized employees of R&P/DWS or UW requiring the data for purposes of this MOU have access to the data. These objectives shall be met by ensuring that:

- (i) The data are only stored and used on password protected worksites within DWS facilities and under the control of R&P and IT/DWS staff in Casper, Wyoming.
- (ii) R&P/DWS' databases reside on a SQL server that is not connected to the internet, and access is precisely controlled via R&P staff user accounts and passwords that are supplied by its IT department. The server is not a live production server, and DOES NOT ALLOW other agencies external to, or within, Wyoming state government access to the data once it is posted to the server. R&P/DWS has a job (pre-programmed reporting) in place on its SQL server that records specific permissions to all objects on the server by user on a nightly basis. A job also examines each analyst's personal database (their working directory) for tables with fieldnames like SSN, address, UI account number, name, etc. Both jobs record the output of the program to tables available to the database analyst (DBA). R&P/DWS shall adopt a Sally Port / Gateway server design, and restricted access to a gateway database shall be granted to two DBA's. The function of the gateway database will be to strip and archive personally identifiable information (PII) from the data sets as they enter the SQL Server. Each SSN will be coded to a Unique ID which will be archived on the gateway database.
- (iii) R&P/DWS staff adheres to the principles of privacy and confidentiality for State Longitudinal Data Systems specified by the National Center for Education Statistics (<http://www.ed.gov/open/plan/privacy-technical-assistance-center>), in compliance with the Family Educational Rights and Privacy Act(20 USC Sec 1232g), and staff annually completes federal and state security and confidentiality training.
- (iv) Data management and publication standards comply with primary and secondary disclosure protections for privacy and confidentiality needed to meet the requirements of Wyoming Employment Security Statute 27-3-603, the provisions of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL 100-503), Section 309 of PL 105-220, the Workforce Investment Act of 1998, and the Family Educational Rights and Privacy Act.
- (v) R&P and IT/DWS systems in Casper, Wyoming comply with NIST standards, and systems are assessed against NIST Special Publication 800-53r3a, "Recommended Security Controls for Federal Information Systems and Organizations." Data transfer will be by secure Electronic Data Transmission. The transmission of these data will meet all data security requirements of IT/DWS Casper operations.

- (vi) Disciplinary policies are applied across all sources of information identifying individuals or employers. DWS shall consider any improper disclosure of any information considered confidential under federal or state law to be flagrant misconduct. The State of Wyoming Personnel Rules state that employee discipline shall be progressive, except when the behavior is flagrant. All employees of R&P/DWS are made aware that all information collected by R&P can be used only for statistical purposes as provided for by Section 309 of PL 105-220. 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) and Public Law 103-322, Title XXX, Protection of Privacy of Information In State Motor Vehicle Records. These same individuals may also be 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.
  - (vii) R&P/DWS refrains from the use of any files received from WDE, the University of Wyoming, WCCC or the Community Colleges to contact students, former students, their parents, or legal guardians.
  - (viii) Any authorized representative of UW shall be permitted to inspect R&P/DWS premises to determine whether R&P is complying with all terms, conditions and provisions of this MOU.
- J.** Any breach of security involving PII from UW requires notification of UW's authorized representative according to the protocols and timetables specified in the DWS UI Division's "Computer Security Incident Response Policy and Procedures" Version 1 C. R&P/DWS shall make a copy of the Security Incident Response Policy available to UW Division of IT upon request.
- K.** R&P/DWS shall provide advance copies of any reports, publications or tabulations using UW-provided student records to the UW authorized representative(s) for comment and use.
- L.** Data and working documentation used in analysis, and not required to support research findings, shall be destroyed immediately upon the completion of their use by R&P. Documentation required for ongoing analysis shall be stored in locked cabinets and/or password-secured computer systems depending upon the medium. Paper documentation shall be shredded and electronic information shall be destroyed through electronic degaussing. As a result of the requirements of Chapter 95, Section 9 of the Session Laws of Wyoming - 2008 for a ten (10) year longitudinal student Hathaway program impact, R&P shall destroy the first cohort (school year 2005-06) at the end of the third calendar quarter of 2016, and each subsequent cohort on its ten (10) year anniversary date. Student record destruction shall only take place by R&P at the written request of UW's authorized representative and shall follow all procedures set forth in this MOU regarding destruction of student records.



- M. This memorandum of understanding shall be reviewed, renegotiated, and updated as agreed to by R&P/DWS and UW four (4) years after the date of the last signature on this MOU.
  - (i) R&P/DWS shall notify UW six (6) months before the end of the four (4) year period, and agree to a meeting schedule between the two (2) entities to conduct a review.
  - (ii) Upon completion of the review, R&P/DWS shall affix to the original MOU a signature of review by the two parties agreeing to continue the MOU as written, or providing for an amendment.
- N. R&P/DWS shall notify UW's representative(s), identified on the signature page of this MOU, of any legal, investigatory or other demand for access to confidential student information in any form.
- O. R&P/DWS shall meet at least annually with representatives of UW to update and review UW documentation regarding the collection and management of student records.
- P. R&P/DWS shall review this MOU with successor executive directors within sixty (60) days of the date of hire.
- Q. Provide an authorized representative and custodian.

Tom Gallagher (DWS – R&P)  
Manager, Research & Planning  
Office of the Director  
P.O. Box 2760  
Casper, Wyoming 82602  
Tom.Gallagher@wyo.gov  
(307) 473-3801

**6. Responsibilities of UW.**

- A. Provide to R&P/DWS electronic files comprised of the first 15 elements from the Hathaway Reference Manual (Wiser ID [when available], SSN, college ID, college abbreviation, semester, student last name, first name, middle name, name suffix, date-of-birth, gender, high school city, WDE-assigned school ID, high school graduation date, and high school graduation type) for all students whose files have been sent to WDE, and in addition, grant and scholarship amounts by program for Higher Education Opportunity Act (PL 110-315) Title IV (Federal Pell Grant, Academic Competitiveness Grant, National Science and Mathematics Access to Retain Talent Grant, Teacher Education Assistance for College and Higher Education Grant, Federal Supplemental Educational Opportunity Grant, Federal Work-Study, Federal Perkins Loan, Federal Family Education Loan Program, and the William D.

Ford Federal Direct Loan Program), Patient Protection and Affordable Care Act (PL 111-148) Title V, Subtitle C healthcare workforce grants, all state of Wyoming grants by program (Teacher Shortage Loan Repayment, Wyoming Investment in Nursing, and Overseas Combat Veteran and Surviving Spouses / Dependent Tuition Benefit programs), and all UW financial awards not less than 30 days after the date of the last signature on this MOU.

- i. When necessary to satisfy reporting requirements, include a separate file for each institutional grant or scholarship, as well as grants and scholarships from other federal sources and other state of Wyoming agencies, along with the relevant student identifier.
- B.** For all remaining non-Hathaway enrollment, the first 15 variables and information included in the balance of the Hathaway Reference Manual (when available), for the comparable dates, starting in 2006, as the files referenced in 6A, as well as the additional financial information, and state of residence, not less than 30 days after the date of the last signature on this MOU.
  - i. When necessary to satisfy reporting requirements, include a separate file for each institutional grant or scholarships, as well as grants and scholarships from other federal sources and other state of Wyoming agencies, along with the relevant student identifier.
- C.** Commencing with the completion of file transmittal to R&P/DWS of the student records described in 6A and B, send the same information on a flow basis corresponding to the dates of transmission of Hathaway files three times each year to WDE, based on the same cycle and contents described in the current version of the Hathaway Reference Manual (Version 1.30, 05/11/2010), in addition to the financial information, and state of residence information described in 6A and B to R&P/DWS.
  - i. When necessary to satisfy reporting requirements, include a separate file for each institutional grant or scholarships, as well as grants and scholarships from other federal sources and other state of Wyoming agencies, along with the relevant student identifier.
  - ii. Include a separate file segment of student identifiers and a grant title for programs administered by DWS.
- D.** Not less than 90 days after the date of the last signature on this MOU, transmit to R&P/DWS the same files for enrollment and graduation during the period 2000 to 2005 using the same record structure as that identified in 6B – one file per year. (Note: these files will be used to respond to requests for analysis by UW and its Colleges, to establish a baseline for longitudinal employment and earnings outcomes, and develop and understand the impact of Hathaway on patterns of return to work in Wyoming after a period of working in another state.)

- E.** Not less than 90 days after the date of the last signature on this MOU, transmit to R&P/DWS the variables identified in Attachment D – the Data Dictionary for the University of Wyoming for the period 2000 to the most recent completed period and annually thereafter for use in meeting the purposes identified in the Purposes section of this MOU.
- F.** Retain student records as the exclusive property of the UW. No loss of control or ownership will result through this MOU as a result of accomplishing the purposes described above.
- G.** By signing this MOU, UW designates R&P/DWS as an authorized representative for the limited purposes set forth in this MOU under the meaning of the term as defined by Family Educational Rights and Privacy Act, 34 CFR 99.35(a)(1) for the University of Wyoming.
- H.** Provide R&P/DWS with electronic copies of, and updates to, the UW’s College Data Collection and Reporting Handbook when available.
- I.** Meet at least annually with representatives of R&P/DWS to update and review UW documentation regarding the collection and management of student and college staffing information.
- J.** Provide draft reports received from R&P/DWS (as identified in 5D above) to any relevant constituencies for comment and questions to R&P/DWS within three (3) business weeks (twenty-one [21] days) of the date of their receipt by UW from R&P/DWS.
- K.** Ensure that publications and other representations by UW utilizing products funded by the WDQI include the following narrative:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantee, warranties or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.” (Research & Planning, Department of Workforce Services, mm/dd/yy)
- L.** By signing this MOU, UW grants the authority to R&P/DWS to identify UW in any media as a participant in the studies identified within this MOU, and as an exception

granted to R&P/DWS under the confidentiality requirements of W.S. 27-3-603. R&P/DWS will prominently incorporate documentation in all representations of data used from UW a statement identifying UW as the source of student records, technical assistance, and pre-publication review comments.

M. Provide an authorized representative and custodian:

FM

~~Joanna Carter~~  
Director, Student Financial Aid  
University of Wyoming  
1000 E. University Avenue  
Laramie, Wyoming 82701  
307-766-6726  
[Jcarte22@uwyo.edu](mailto:Jcarte22@uwyo.edu)

## 7. General Provisions.

- A. **Amendments.** Any 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. **Availability of Funds.** Not applicable.
- D. **Entirety of MOU.** This MOU, consisting of fourteen (14) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of six (6) pages, Attachment C, consisting of one hundred ninety-nine (199) pages, and Attachment D, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. **Prior Approval.** This MOU shall not be binding upon any of the parties 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.

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- M. Provide an authorized representative and custodian:

~~Joanna Carter~~  
Director, Student Financial Aid  
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Laramie, Wyoming 82701  
307-766-6726  
[Jcarte22@uwyo.edu](mailto:Jcarte22@uwyo.edu)

7. **General Provisions.**

- A. **Amendments.** Any 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. **Availability of Funds.** Not applicable.
- D. **Entirety of MOU.** This MOU, consisting of fourteen (14) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of six (6) pages, Attachment C, consisting of one hundred ninety-nine (199) pages, and Attachment D, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
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- 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, R&P/DWS and UW do not waive sovereign 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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.

**WYOMING DEPARTMENT OF WORKFORCE SERVICES**

  
Joan K. Evans, Director


4/27/15  
Date

**UNIVERSITY OF WYOMING**

  
Richard McGinity, President

4/23/15  
Date

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

 #126640  
Kristin M. Nuss, Senior Assistant Attorney General  
Representing: Department of Workforce Services

Feb. 24, 2015  
Date

**STATE CHIEF INFORMATION OFFICER APPROVAL**

  
Flint Waters, State Chief Information Officer

2/26/15  
Date