

# MEMORANDUM OF UNDERSTANDING

---

PARTIES: IOWA DEPARTMENT OF WORKFORCE DEVELOPMENT  
MERIT INTERNATIONAL INC., AND THE LEAD  
PROGRAM ORGANIZATION

---

This Memorandum of Understanding (“Agreement”) by and between the Iowa Department of Workforce Development, Merit International, Inc. and the Lead Program Organization, collectively referred to as the “Parties”, is effective as of the date accepted by the Lead Program Organization.

## Section 1 – IDENTITY OF PARTIES

- 1.1 The Iowa Department of Workforce Development (hereinafter “IWD”) is the issuing agency for this Agreement. IWD’s address is 1000 E Grand Ave; Des Moines, IA 50319.
- 1.2 Merit International, Inc. (hereinafter “Merit”) a Delaware corporation.
- 1.3 Lead Program Organization (hereinafter "Lead Program") is the high school, nonprofit or other organization with students bound by Family Educational Rights and Privacy Act (FERPA).

## Section 2 – DEFINITIONS

- 2.1 **Qualified Pre-apprenticeship (QPA) Data:** means QPA data points and QPA program documents (the set of documents that establish a QPA program). An example of QPA data includes the number of students participating in a QPA program. An example of a QPA document is the paperwork that is submitted to request recognition of a QPA program by IWD.

## Section 3 - PURPOSE AND BACKGROUND

The purpose of this Agreement is for Merit and IWD to receive the Lead Program’s QPA data and share aggregate data (not fewer than 10 per QPA program) on the dashboard created by Merit. The dashboard will be used for IWD to share aggregate data with the public. IWD may use this data for developing and promoting Quality Pre-apprenticeship programs for Iowans.

1. Lead Program is an educational institution receiving federal financial assistance and, therefore, must comply with the Family Educational Rights and Privacy Act, 20 USC 1232g and 34 CFR Part 99 (FERPA). In addition Lead Program must comply with other applicable state and federal laws pertaining to the confidentiality, use and disclosure of personal information.

2. This Agreement outlines the terms by which Lead Program, IWD, and Merit will share student data, and also provides the terms under which parties shall maintain the confidentiality of the information to be shared.

Lead Program agrees to share the data elements identified in Exhibit A entitled “Data Elements,” attached hereto, and incorporated by this reference. Lead Program agrees to share its QPA program documents. The data provided in Exhibit A will only be used for the purposes set out in Section 3.

#### **Section 4 – DURATION**

The term of this agreement shall be from the time the Lead Program accepts this agreement to August 18, 2025 unless terminated earlier.

#### **Section 5 – DATA AND QPA DOCUMENTS SECURITY AND DATA RETURN OR DESTRUCTION**

##### Data Security

Merit and IWD agree to store the Lead Program’s QPA data securely with the same standard of care that it uses to protect its own confidential information, but not with less than reasonable care and diligence. Merit and IWD will use administrative, procedural, and technical safeguards to prevent unauthorized use or disclosure of confidential information.

- Paper documents, DVDs, or other removable media containing Lead Program’s QPA data shall be stored in a locked cabinet, in a restricted area, accessible only to authorized individuals.
- Workstations, laptops, or servers storing Lead Program’s QPA data shall be password protected using strong passwords accessible only to authorized individuals.
- Laptops containing Lead Program QPA data shall be encrypted using whole disk encryption (AES 256-bit or stronger).

##### Data Return or Destruction

Unless the Lead Program has directed Merit and/or IWD to return the Lead Program’s QPA data, Merit and IWD agree that when the intended use of the Lead Program’s QPA data has been completed, it shall promptly dispose of the information through the following destruction methods:

- Wipe (e.g. scrub) hard drives, or any other electronic storage media, containing the Lead Program’s QPA data using a utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed. Hard drives that cannot be wiped shall be physically destroyed;
- Shred hard copy Lead Program QPA data such that the resulting residue prevents any recovery of the data file content.

Merit and IWD shall certify the return or destruction of the Lead Program's QPA data to Lead Program on the Certification of Data form if one is provided by Lead Program.

#### Re-disclosure of Non-aggregate Data

Merit and IWD agree not to re-disclose the non-aggregate data received from the Lead Program to a third party not covered by the agreement unless written permission by the Lead Program is received and re-disclosure is not prohibited under applicable law. Merit and IWD shall be responsible for ensuring that any third party receiving the Lead Program's non-aggregate QPA data re-disclosed by Merit and/or IWD agrees in writing to the same requirements that apply to Merit and IWD with respect to such data.

#### Data Breach

Merit and IWD will, as expeditiously as possible and in any event within two (2) business days, notify the agreed upon Agreement Administrator upon discovery of: (i) any loss, unauthorized disclosure, or unauthorized use of Data; or (ii) any access, acquisition, or misappropriation of Data by third parties, including any intrusion into a computer system used to process Data; or (iii) any other disclosure of Data in violation of this Agreement.

If the Security Incident was caused by Merit and/or IWD's errors or omissions, Merit and/or IWD will conduct a formal investigation, and will deliver an official written report to the agreed upon Agreement Administrator within two weeks of the incident. Unless otherwise directed by Lead Program, Merit and/or IWD will be responsible for providing any notices of the incident to other interested parties as may be required by law. Merit and/or IWD shall accept responsibility for any events caused by the disclosure.

### **Section 6 – CONFIDENTIALITY OF INFORMATION**

IWD and Merit will access and use the information solely for the purposes described in this Agreement, Lead Program will authorize access only to those records and information required for the authorized IWD and Merit personnel to perform their duties and responsibilities.

IWD and Merit acknowledge that, in carrying out the activities under this Agreement, it is subject to applicable statutes and regulations governing information security controls, including requirements pertaining to FERPA and other applicable state and federal laws pertaining to confidentiality.

IWD and Merit agree that access to the Lead Program's QPA data information will be restricted to authorized individuals at IWD and Merit having a need to know such information for the purposes intended by this Agreement. IWD and Merit shall inform its employees who will have access to the Lead Program's QPA data information of these restrictions and shall require them to certify compliance.

IWD and Merit agree that access to the Lead Program QPA data information will be restricted to authorized individuals at Merit and IWD having a need to know such information for the purpose intended by this Agreement. IWD and Merit shall inform its employees who will have access to the Lead Program QPA data information of these restrictions and shall require IWD and Merit to

certify compliance by agreeing to the terms on the Statement of Confidentiality and Non-Disclosure form in Exhibit B.

### **Section 7 - OWNERSHIP RIGHTS**

Lead Program shall remain the owner of all data and records provided to Merit and IWD. Merit and IWD will not use Lead Program's data and records for any purpose other than that identified in this Agreement, without express written permission. Merit and IWD will not disclose, sell, assign, lease, or otherwise dispose or exploit any data or records.

### **Section 8 – TERMINATION**

**8.1 Termination for Non-Conformity:** In the event this Agreement exhibits non-conformity with federal or state law, Lead Program may modify the Agreement, with mutual consent from Merit and IWD.

**8.2 Termination for Default:** Either party may terminate this Agreement upon written notice to the other party if the other party fails to fulfill its obligations under this Agreement with thirty (30) days notice.

**8.3 Termination Related to Breach of Confidentiality:** Whenever Lead Program, in its reasonable judgment, concludes a breach of confidentiality of information provided under this Agreement has occurred, could have occurred, or may occur in the future, the impacted party may immediately suspend this Agreement and stop providing information. Such party shall provide written notice of its intent to terminate within ten (10) days of the expected termination. In the event the breach or potential breach cannot be cured to the satisfaction of the non-breaching party, then the non-breaching party shall provide Notice of Termination of the Agreement.

**8.4 Termination for Convenience:** Either party may terminate this Agreement, without penalty or incurring further obligation, upon thirty (30) days written notice.

### **Section 9 – MANAGEMENT**

During the Agreement period, the project managers, shall monitor performance under this Agreement.

#### Project Managers

**IWD Project Manager:** Kathy Leggett  
Business Engagement Liaison  
1000 E Grand Ave.  
Des Moines, IA 50319  
(515) 204-1378  
[Kathy.leggett@iwd.iowa.gov](mailto:Kathy.leggett@iwd.iowa.gov)

**Merit Project Manager:**    **Pushpa Chinnappa**  
Senior Project Manager - IWD  
(978) 394-2943  
[pushpa.chinnappa@gomerits.com](mailto:pushpa.chinnappa@gomerits.com)

**Section 10 – COMPLIANCE WITH LAWS**

Anything in this Agreement to the contrary, notwithstanding, Merit and IWD, shall abide by all laws regarding confidentiality and disclosure of the Lead Program’s QPA data as applicable to this Agreement. In the event Merit and IWD are required by law or court order to disclose any such information, Merit and IWD shall only make such disclosure after Lead Program has been notified and given reasonable opportunity to seek protective action.

**Section 11 – GOVERNING LAW**

This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District for the Southern District of Iowa.

**Section 12 – ASSIGNMENT AND DELEGATION**

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either party without the prior written consent of the other party.

**Section 13 – ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties and neither party is relying on any representation which may have been made which is not included in this Agreement.

**Section 14 – AMENDMENTS**

This Agreement may be amended or modified only in writing signed by both Parties.

**Section 15 – NOT A JOINT VENTURE**

Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the parties. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from this Agreement. No party, unless otherwise specifically provided for in this Agreement, has the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

**Section 16 - SEVERABILITY**

If a provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity of enforceability of any other part or provision of this Agreement, unless such invalid or unenforceable provision goes to the very essence of the Agreement.

#### **Section 17 – PUBLIC RECORDS**

All records submitted to or inspected by IWD regarding this Agreement, including this Agreement, may be public records and are subject to the Open Records Law in Iowa Code Chapter 22.

#### **Section 18 – SIGNATURE AUTHORITY**

IWD and Merit have agreed to the terms set out in this Agreement through their execution of Amendment #2 on XXXX. The individual executing this Agreement represents and warrants that they have been duly authorized by the Lead Program to accept the terms and conditions of this Agreement.

## EXHIBIT A

### DATA ELEMENT

#### QPA Program Information Including But Not Limited To:

- Lead Program Organization
  - The high school, nonprofit or other organization with students bound by Family Educational Rights and Privacy Act (FERPA).
- Required RA Partner
  - Organization that is the RA sponsor
- Choose name of program
  - chosen by partners
- Organization info needed for both Lead Program Organization and required RA partner:
  - Type of organization ie dropdowns needed to show if Lead Program Organization is a business, apprenticeship training facility, high school/school district or other entities
  - Type of RA partner ie dropdowns needed to show if RA partner is a high school, nonprofit or another type of partner
- Primary POC name
  - Physical mail address
  - Email address
  - Cell
- Second POC name
  - Regular mail address
  - Email address
  - Cell
- Other program partners
- QPA program start date (date recognized by DOL or OA)
- Duration of QPA program
  - number of weeks it enrolls students in a school year
- QPA program end date, if program stops operating
- Industry sector and Occupation
  - dropdowns needed - IWD will provide to Merit
- Industry-approved curricula (approved by registered apprenticeship sponsor)
  - Titles of course resources utilized
- Hands-on experience (approved by RA Sponsor)
  - Dropdowns to include general description and estimate of total time during QPA, whether they took place at employer worksite, school site, training facility, simulated space or other, with multiple selections.
- Credentials and certifications earned
  - Pre-populate some dropdowns, such as OSHA 10 and the new IOA certificate, and offer the option to add “other”?
- Assessment(s) utilized
  - Is an exit assessment used – yes or no?
- Prerequisites required, if any
  - Dropdowns with minimum age, courses, other

- Supportive services (Provided by schools or partners)
  - Dropdowns with recruitment of students from diverse backgrounds, career counseling/interview and resume prep, transportation, other, none
- Registered Apprenticeship (RA) facilitated entry for successful QPA completers\*
 

\* for automatic interview, related instruction, advanced credit for on-the-job training, other kinds of facilitated entry)

**Quality Pre-Apprenticeship Participant Information Including But Not Limited To:**

- Pre-Apprentices' Information
  - Dropdowns: pre-apprentice name, DOB, type of high school (public, public charter, private, home school), gender, race, ethnicity, at-risk/receives dropout prevention services, free or reduced-price lunch, individualized education plan (students with disabilities), 504 plan, English language learner;
- Start/end dates of apprentice participation
  - Dropdowns: pre-apprentice name, start date (first day in QPA, last day in QPA)
- Grade level upon start and completion, or upon exit without completion
  - Dropdowns: with dates of start, completion or exit w/o completion
- If left before completion, why?
  - Dropdowns: moved, did not pass, chose not to continue, dropped out of school, graduated early, illness, QPA program ended before student had chance to complete, other
- Did student earn concurrent enrollment credit?
  - Dropdowns: yes or no
- Student attendance rate
  - Dropdowns: in QPA and general attendance in all courses
  - Pre-apprentices' goals at start of the QPA regarding what they want to do post HS graduation Dropdowns: Registered Apprenticeship, college, military, enter workforce without RA, unsure, other
  - Pre-apprentices' goals at departure from QPA regarding what they want to do post HS graduation Dropdowns: Registered Apprenticeship, college, military, enter workforce without RA, unsure, other



**EXHIBIT B**  
**DATA CONFIDENTIALITY AGREEMENT**

Lead Program expects Merit and IWD to respect the confidentiality of Lead Program directory records and to act in a professional manner in the handling of Lead Program directory data. Confidential data, including data on individuals, must not be created, collected, stored, maintained, or disseminated in violation of state and federal laws.

The following guidelines shall be followed regarding the appropriate use of Lead Program directory data collected or made available to Merit and IWD for the duration of this project:

1. Lead Program is an educational institution and, therefore, must comply with the Family Educational Rights and Privacy Act of 1974, as amended (FERPA, 34 CFR Part 99) and the Individuals with Disabilities Education Act (IDEA, 34 CFR §§ 300.127 and 300.560-300.576). In addition, Lead Program must comply with state

and federal laws pertaining to the confidentiality, use and disclosure of personally identifiable information (such as HIPPA & COPPA). Personally identifiable information is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

2. Data provided will only be accessed for the sole purpose stated in Section 3 of this Agreement and will be used for the sole purpose as outlined in Section 3.
3. Merit and IWD will securely log in and out of the programs that store Lead Program directory specific data. Merit and IWD will not share passwords.
4. Any documents created containing provided data will be stored securely. No Lead Program provided data will be saved to personal devices.
5. Regardless of its format, all information will be treated with respect for individual privacy. Lead Program provided data must not be left accessible or unattended in any form, including information on a computer display. Computer screens will be locked while unattended.
6. Merit and IWD will share personally identifiable information about an individual with other approved individuals only when there is a "legitimate reason" in knowing the specific information.
7. When sharing summary-level data in a public forum, Merit and IWD will ensure that individual students cannot be identified (minimum group size of ten for public use).
8. Merit and IWD will gain approval prior to publicly sharing any non-aggregate (fewer than 10) data other than that which is publicly available from Lead Program or state sources (e.g., posted on the Lead Program or state website).
9. All external research requests, including those from curriculum publishers, testing companies, universities, and all other outside parties will be directed to the local Lead Program for non-aggregate data.
10. Merit and IWD will inform Lead Program immediately if personally identifiable data is lost, stolen, or disclosed to non-authorized individuals.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_