

## MEMORANDUM OF UNDERSTANDING

**SUPERSEDES:** NO Previous Agreement

### INTRODUCTION

The purpose of this memorandum is to establish a management agreement between The Columbus Consolidated Government (CCG) and The Muscogee County School District (MCSD) regarding the development, management, operation, and security of a connection between DATA Center(s), owned by CCG, and DATA Center(s), owned by MCSD. This agreement will govern the relationship between CCG and MCSD, including designated managerial and technical staff, in the absence of a common management authority.

### AUTHORITY

The authority for this agreement is based on approval by City Council of CCG or their designees and approval by the School Board of MCSD or their designees with an effective date of May 1, 2018.

### BACKGROUND

It is the intent of both parties to this agreement to interconnect the following their respective DATA centers and systems to exchange data. The expected benefit of the interconnection is to enable each organization to store data to include use of each organizations wireless infrastructure to allow connectivity to each system.

### COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of the interconnection. The parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels. All communications described herein must be conducted in writing unless otherwise noted.

CCG and MCSD agree to designate and provide contact information for technical leads for their respective system, and to facilitate direct contacts between technical leads to support the management and operation of the interconnection. To safeguard the confidentiality, integrity, and availability of the connected systems and the data they store, process, and transmit, the parties agree to provide notice of specific events within the time frames indicated below:

- **Security Incidents:** Technical staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected, so the other party may take steps to determine whether its system has been compromised and to take appropriate security precautions. The system owner will receive formal notification in writing within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** Technical staff will immediately notify their designated counterparts by telephone or e-mail in the event of a disaster or other contingency that disrupts the normal operation of one or both connected systems.
- **Material Changes to System Configuration:** Planned technical changes to the system architecture will be reported to technical staff before such changes are implemented. The initiating party agrees to conduct a risk assessment based on the new system architecture.
- **New Interconnections:** The initiating party will notify the other party at least one (1) month *before* it connects its IT system with any other IT system, including systems that are owned and operated by third parties.
- **Personnel Changes:** The parties agree to provide notification of the separation or long-term absence of their respective system owner or technical lead. In addition, both parties will provide notification of any changes in point of contact information. Both parties also will provide notification of changes to user profiles, including users who resign or change job responsibilities.

**SECURITY**

Both parties agree to work together to ensure the joint security of the connected systems and the data they store, process, and transmit. Each party certifies that its respective system is designed, managed, and operated in compliance with all relevant state laws, federal laws, regulations, and policies. This agreement is not intended to be an **INTERCONNECTION DATA SECURITY AGREEMENT**. No data is intended to be shared system to system by CCG or MCSD pursuant to this agreement.

**COST CONSIDERATIONS**

Both parties agree to negotiate their shared costs of the interconnecting mechanism and/or media, but no such expenditures or financial commitments shall be made without the written concurrence of both parties. Modifications to either system that are necessary to support the interconnection are the responsibility of the respective system owners' organization.

**TIMELINE**

If one or both parties wish to terminate this agreement, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

**SIGNATORY AUTHORITY**

I agree to the terms of this Memorandum of Understanding (or Agreement).

**(CCG Official)**  
 \_\_\_\_\_  
 (Signature Date)

**(MCSD Official)**  
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 (Signature Date)