



Agreement Number
HECC Number

INTERAGENCY AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 2

This Agreement is between the State of Oregon acting by and through its Employment Department, hereinafter referred to as "OED" and the State of Oregon acting by and through its Higher Education Coordinating Commission, hereinafter referred to as "HECC", both individually without distinction as "Party" and collectively as the "Parties."

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs, and 20 CFR § 603.5(e), ORS 657.665(4)(m) and Administrative Policy, allowing disclose of information to the Higher Education Coordinating Commission for the purpose of performing the commission's duties under ORS chapter 348 and Title IV of the Higher Education Act of 1965. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the commission in any manner that would identify an employing unit or employee except to the extent necessary to carry out the commission's duties under ORS chapter 348 or Title IV of the Higher Education Act of 1965.

SECTION 2: PURPOSE

Oregon Employment Department's Trade Adjustment Assistance Program (TAA) is required by the Department of Labor (DOL) to submit credential obtainment data on TAA funded students. Credential obtainment data is submitted on a quarterly Trade Adjustment Participant Report form. Currently TAA training case managers must request this information from TAA completers who are often in new employment making it difficult to receive the information back in a timely manner.

This Agreement will establish a data sharing agreement to match TAA funded student completer information with the credential obtained data submitted by Oregon community

colleges and universities. By having accurate data to report to DOL, OED's TAA program will be able to provide DOL with the total number of credentials earned by TAA funded students completing training within Oregon's Higher Education System.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed or on whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OED'S AUTHORIZED REPRESENTATIVE IS:

Telephone:
Facsimile:
E-mail address:

4.2 HECC'S AUTHORIZED REPRESENTATIVE IS:

Telephone:
E-mail address:

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 OED SHALL:

- 5.1.1** Provide HECC an automated spreadsheet, via a SFTP connection, of TAA funded student information quarterly (4 times per year) on or before the last business day of the following months: January, April, July and October.

5.2 HECC SHALL

- 5.2.1** Provide OED, via a SFTP connection, any credentials earned and reported for those student identification numbers provided by OED to include:
 - 5.2.1.1** Certificates:
 - 5.2.1.1.1** Less than one year and career pathways certificates of completion
 - 5.2.1.1.2** More than one year industry recognized credentials

- 5.2.1.1.3 Certificates of completion of 45 credits or more
- 5.2.1.2 Degrees earned; and
- 5.2.1.3 Pell Grant Eligibility

5.2.2 Provide OED a data crosswalk for the data elements listed above.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 The maximum not-to-exceed amount payable to HECC under this Agreement, which includes any allowable expenses, is payable as follows:
 - 6.1.1 Development of the initial report and project set up:
 - 6.1.2 Quarterly data matches: per quarter
- 6.2 OED will not pay HECC any amount in excess of the not-to-exceed amount for completing the work. HECC will not perform any work, as described in Section 5.2.1, if the cost of completing the work will exceed the not-to-exceed amount of this Agreement.
- 6.3 HECC will submit an invoice to OED quarterly for the work performed. The invoice shall be sent to:

SECTION 7: TERMINATION

- 7.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 7.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7.3 Either Party may terminate this Agreement immediately if the other Party, or any of its officers, employees or agents, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws.
- 7.4 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
 - 7.4.1 The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
 - 7.4.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is