AGREEMENT FOR TRANSFER AND USE OF INFORMATION

Section 1. Parties to the Agreement.
1.1 This agreement for the transfer and use of information ("this Agreement") is entered into by and between the Montana Department of Labor and Industry, Research & Analysis Bureau ("R&A") and Montana Department of Corrections ("the Recipient").

Section 2. Purpose of the Agreement.
2.1 The purpose of this Agreement is to allow for the exchange of data containing personally identifiable information between R&A and the Recipient. The Recipient will use the information in the performance of its official duties, as authorized by 39-51-603(3), MCA, to obtain Unemployment Insurance (UI) information for the performance of those official duties only. This data exchange will enable research by R&A and the Recipient on the employment of ex-offenders formerly assigned to the Recipient in Montana's workforce. Information from wage records and other administrative data will be used to determine if and where ex-offenders are employed within the state. This exchange of data is intended solely for the purpose of conducting research to better inform on the workforce outcomes of ex-offenders and the study of labor market trends. Personally identifiable information utilized and generated by the data match will be kept secure, will not be used to make decisions concerning the rights, benefits or privileges of specific individuals, nor will it be reported in anything other than an aggregated format that does not permit personal identification by anyone other than representatives of either the Recipient or R&A with legitimate interests.

2.2 The Recipient agrees that it will only use the information transferred pursuant to this Agreement for the purposes described in paragraph 2.1.

Section 3. Limited license granted.
3.1 The information transfer that is the subject of this Agreement creates only a limited license for the use of the information transferred, and does not give the Recipient any ownership interests in the information itself. The license granted extends only to the Recipient's use as described in this Agreement. The Recipient is prohibited from granting access to the information transferred by this Agreement to any other persons that are not the employees of Recipient without the express, written consent of R&A.

3.2 The information that is transferred pursuant to this Agreement may only be used for the expressed purpose as originally intended.

3.3 The Recipient may not disclose the information transferred pursuant to this Agreement to any non-employee agent of Recipient without the express, written consent of R&A. R&A may grant or withhold that consent in its sole discretion. R&A may impose reasonable conditions on the Recipient and the agent regarding confidentiality as a condition of granting consent for the agent's access to the transferred information.

Section 4. Description of information being transferred.

4.1 The information being transferred pursuant to this Agreement is wage and employment data about Montana workers, based on wages reported to R&A for unemployment insurance purposes.

Section 5. Non-disclosure of personal identifiers.

5.1 To the extent that any of the information being transferred pursuant to this Agreement includes or consists of personal identifiers (including, but not limited to name, address, telephone number, social security number or taxpayer identification number), Recipient agrees that it will take all necessary steps to protect that personal identifier information from intentional or accidental disclosure to any person or entity not authorized by this Agreement. Those steps must include, but are not limited to providing:

5.1.1 locked file cabinets or safes to store written copies of the information when that information is not being actively used;

5.1.2 password protection for any information stored in an electronic database; and

5.1.3 training of those employees or agents with access to the information, concerning the acceptable uses of the information, and the securing and safeguarding of that information.

5.1.4 information is not to be copied, removed, or stored outside of the Recipient's offices unless there is a business requirement approved by management.

5.1.5 Access is based on business requirements and limited solely to users authorized by request to R&A.

5.2 The Recipient acknowledges that it and its agents and employees may be subject to state and/or federal civil and criminal penalties in the event it makes unauthorized disclosures of legally protected information. Each of the Recipient's users will be required to sign a confidentiality statement.

5.3 In the event of a breach of confidentiality or possible security breach, the Recipient agrees to notify the Internal Security officer of R&A within 24 hours.

5.4 In the event a third party attempts to compel by way of legal process the disclosure of any of the information that is being transferred pursuant to this Agreement, the Recipient agrees to immediately notify R&A of that fact. The Recipient must reasonably cooperate with R&A in the event R&A elects to resist that legal compulsion. The Recipient, however, is not required to (although it may do so at its own expense) retain counsel to resist that legal compulsion, once the Recipient has notified R&A as provided by this paragraph.

5.5 The Recipient agrees that it will maintain a system sufficient to allow an audit of the Recipient's compliance with the security requirements imposed by this Agreement and 20 CFR § 603. The Recipient agrees to cooperate with R&A in the performance of security audits performed pursuant to 20 CFR § 603.

Section 6. Indemnity.
6.1 The Recipient agrees to defend, indemnify and hold harmless R&A, the Department of Labor and Industry, and the State of Montana from any claims arising out of the transfer of the information that is the subject of this Agreement, or arising out of the use, misuse or disclosure by the Recipient of that information.

6.2 The Recipient agrees to indemnify R&A and the Department of Labor and Industry for any losses or damages arising out of Recipient's violation of any of the terms of this Agreement.

Section 7. No warranty regarding the information.
7.1 Although R&A uses reasonable care in collecting the data or information in its records, R&A makes no express or implied warranty of the accuracy of the information that is being transferred to the Recipient. The Recipient acknowledges that it takes the information "as is", and that there is no express or implied warranty of accuracy or fitness for any purpose associated with the use of the data or information.

Section 8. Consideration.
8.1 The consideration for this Agreement consists of the mutual promises and obligations of the parties, as reflected in this Agreement.

Section 9. Term of the contract.
9.1 The term of this Agreement runs from November 24, 2014 until June 30, 2015.

9.2 In the event of a material breach of this Agreement, either R&A or the Recipient may terminate this Agreement upon 10 days written notice to the other party.

9.3 The Recipient agrees to maintain the confidentiality of the information transferred pursuant to this Agreement after the termination of this Agreement.

Section 10. Entire document and modifications.
10.1 Except as provided by paragraph 10.2, this Agreement constitutes the entire agreement between R&A and the Recipient with respect to the information transfer that is the subject of this Agreement. No other statements, understandings or promises serve to modify or explain the terms of this Agreement.

10.2 Only a document or writing, specifically referred to and identified as an exhibit to this Agreement, and attached as an exhibit to this Agreement, is incorporated by reference in this Agreement. Such an exhibit does not need to be signed by the parties, but must be attached to this Agreement at the time of signing by both parties.

10.3 This Agreement may not be modified, except in a writing signed by both parties.

Section 11. Good faith and further cooperation.

11.1 The parties agree to act in good faith with respect to one another in the performance of this Agreement.

11.2 The parties agree to further cooperate as reasonably necessary to carry out the provisions of this Agreement.

11.3 The parties designate the following individuals as their respective points of contact for the purposes of communications regarding this Agreement:

11.3.1 For R&A:
Mike Peery, Labor Market Statistics Supervisor
Research & Analysis Bureau
Montana Department of Labor & Industry
PO Box 1728
Helena MT 59624
(406) 444-5539
mpeery@mt.gov

11.3.2 For the Recipient:
Mark Johnson
Statistics & Data Quality Bureau
Montana Department of Corrections
Helena MT 59620
(406) 444-6719
mikjohnson@mt.gov

Section 12. Choice of law and venue.

12.1 R&A and the Recipient agree that in the event of litigation concerning the terms of this Agreement, this Agreement will be construed in accordance with Montana law and venue will be in the First Judicial District of Montana, Lewis and Clark County.

Section 13. Execution of counterpart originals.

13.1 This Agreement will be executed in two counterpart originals, any and all of which are to be deemed an "original" of this Agreement. The person executing this Agreement on behalf of the Recipient specifically represents to R&A that the person is authorized to act on behalf of the Recipient and to bind the Recipient in contract.

Approved for the Recipient:

by: _____ date: 12/19/14

Mike Batista, Director
Montana Department of Corrections

by: _____ date: 12-18-14

Colleen Ambrose
Agency Counsel DOC

Approved for R&A:

by: _____ date: 12.30.14

Mike Cooney, Administrator

Approved for the Department of Labor and Industry:

by: _____ date: 12-30-14

Pam Bucy, Commissioner of Labor and Insustry

by: _____ date: 12/30/2014

Mark Cadwallader
Agency Counsel DLI