

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**FIRE AND EMERGENCY RESPONSE RECORDS DATA EXCHANGE AND USE**  
**MOU NUMBER \_\_\_\_\_**

This Memorandum of Understanding (MOU) is made and entered into by and between the FireCARES and NFORS Projects, hereinafter referred to as the Requesting Parties and the \_\_\_\_\_, hereinafter referred to as the Providing Agency.

**I. PURPOSE of the DATA EXCHANGE**

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to emergency response data to the Requesting Party at no cost as follows:

**II. LEGAL AUTHORITY**

The Providing Agency maintains computer databases containing information pertaining to fire department response records. The Providing Agency as custodian of the foregoing records has the legal authority and may provide access by secure, remote electronic means. The Requesting Party may obtain fire department response records via remote electronic means and shall maintain the confidential and exempt status of such data. Only authorized project partner team members may accessing records obtained per this agreement must ensure that the end users of the records are complying with [applicable laws] and that those records are only being used for their authorized purposes. The Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

**III. Party Obligations**

- A. The Providing Agency agrees to:
- a. Allow the Requesting Party to electronically access data.
  - b. Accept the Requesting Party's electronic requests and respond with appropriate data.
  - c. To the extent allowed by law, the Providing Agency shall indemnify, defend, and hold the Requesting Party and its employees or agents harmless from any and all actions, loss, liability, costs, or damages arising from actual or threatened claims resulting from this Agreement, except for claims caused by the sole negligence or misconduct of the Requesting Party as described in Section B(g) below.
  - d. Notify the Requesting Party thirty (30) days prior to changing any data exchange status.
  - e. Perform all obligations to provide electronic access for Requesting Party 24 hours a day, 7 days per week, other than scheduled maintenance or other uncontrollable disruptions.
  - f. Provide an agency contact person for assistance with the implementation of this MOU.
  - g. Comply with all applicable federal and state laws.
- B. The Requesting Party agrees to:
- a. Use fire department response records information only for the express purposes described herein. Information obtained from the Providing Agency by the Requesting Party shall not be sold or distributed to any Third Party. The parties understand that aggregated data may be accessible to bona fide researchers, aggregated with data from other fire departments.
  - b. Maintain a help desk for end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all end user questions.
  - c. Ensure that its employees and agents comply with Section IV. Safeguarding Information procedures of this MOU.

- d. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
- e. Use the information received from the Providing Agency only for the purposes authorized by this agreement to include;
  - i. Analysis and visualization within the FireCARES system
  - ii. Analysis and visualization within the NFORS system
  - iii. Local fire department self-analysis and reporting
  - iv. Individual Firefighter use of self-reported data
  - v. National reporting of aggregate results from analyses
  - vi. Use in aggregate by bonafide researchers
- f. Protect and maintain the confidentiality and security of the information received from the Providing Agency in accordance with this MOU and applicable state and federal law.
- g. To the extent allowed by law, the Requesting Party shall defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency.
- h. Update user access permissions upon termination or reassignment of users within 5 working days and immediately update user access permissions upon discovery of negligent, improper, or unauthorized use or dissemination of information. Conduct quarterly quality control reviews to ensure all current users are appropriately authorized.

#### **IV. Safeguarding Information**

The Parties shall access, use, and maintain the confidentiality of all information received under this agreement in accordance with any and all applicable laws. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under state and federal law.

The Parties mutually agree to the following:

- a. Information exchanged will not be used for any purposes not specifically authorized by this agreement.
- b. Information exchanged by electronic means will be stored in a place physically and electronically secure from access by unauthorized persons.
- c. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- d. All personnel with access to the information exchanged under the terms of this agreement will be instructed of the confidential nature of the information and will sign pledges of confidentiality.

#### **V. Compliance and Control Measures**

- a. Internal Control Attestation –  
This MOU is contingent upon the Requesting Party having appropriate internal controls over data received by the Requesting Party. The Requesting Party will protect the data from unauthorized access, distribution, use, modification, or disclosure. Upon request from the Providing Agency, the Requesting Party must submit an official attestation indicating that the internal controls over data have been evaluated and are adequate to protect the data from unauthorized access, distribution, use, modification, or disclosure. The attestation must be received by the Providing Agency within 90 days of the written request.

b. Misuse of Information –

The Requesting Party will notify the Providing Agency within 24 hours following the determination that information has been compromised by any unauthorized access, distribution, use, modification, or disclosure. The statement to the Providing Agency will provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of information. The statement will also include remedies that have been put in place to prevent future occurrence.

**VI. Period of Performance**

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect for three years. After three years, this agreement will automatically renew on a one-year basis if notice is not given at least 30 days prior to the expiration of this agreement. During the term of this agreement, the parties may terminate this MOU as provided in Section VIII of this agreement. Once executed, this MOU supersedes all previous agreements for these conditions of services

**VII. Amendments**

- a. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- b. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.
- c. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

**VIII. Termination**

- a. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. Written notice of thirty (30) days will be required to terminate this agreement for cause.
- b. This agreement is subject to unilateral cancellation by the Providing Agency immediately upon written notice for failure of the Requesting Party to comply with any of the requirements of the MOU and applicable state laws.
- c. This agreement may be terminated upon thirty (30) days' notice in writing without penalty to either party. All obligations of either party under the contract will remain in force during the thirty (30) day notice period.

**IX.** This MOU is governed by the laws of \_\_\_\_ and jurisdiction of any dispute arising from this MOU shall be \_\_\_\_ .

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party: \_\_\_\_\_

Providing Agency: \_\_\_\_\_

Point of contact Requesting Party \_\_\_\_\_

Printed/typed Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

Providing Agency - Fire Chief (or designee) Signature \_\_\_\_\_  
Date \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

DRAFT