This AGREEMENT is made and is in effect as of _____, 20____

Memorandum of Understanding
for Implementation of the BC Common Student Information Service in BC Independent Schools

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA**, as represented by the Minister of Education

(the "**Ministry**")

and

_____
(print name of Independent School Authority)

(the "**School Authority**")

1.   Context/Scope:

The Ministry of Education, in collaboration with provincial boards of education and independent schools, has entered into an agreement with Fujitsu Consulting (Canada) ("**Fujitsu**") to develop and provide a Common Student Information Service ("**Service**") for the province. The scope of this initiative includes the Common Student Information Service procured through RFP SATP-306 and any related shared student information systems and services used by independent school authorities and managed by the Ministry.

The purpose of this Memorandum of Understanding ("**MOU**") is to specify the commitment, roles, and responsibilities of the Ministry, School Authority and its associated independent schools with respect to participation in the Service, including but not limited to the transition of independent school(s) from the existing BC Enterprise Student Information System ("**BCeSIS**") to the Service, implementation of the Service, on-going operations, funding, and governance. This MOU may be replaced or modified at any time by other documents developed through established governance processes.

The independent school authorities, through the Federation of Independent School Associations (FISA BC), will establish an Independent School Coordination Group ("**iGroup**") to facilitate the provision of the Service to School Authorities and their schools.

2.   Terms and Conditions:

By signing this MOU, the School Authority agrees that it will transition its schools from BCeSIS to the Service by no later than March 31, 2016 or a later date specified by the Ministry, that BCeSIS will cease to be available shortly thereafter, and that the School Authority will participate in the Service. The School Authority also agrees to the following terms and conditions:

2.1　Through the iGroup, the School Authority will liaise with the Ministry with respect to governance, implementation, training and other issues as necessary.

2.2　The School Authority will implement and use the Service as the primary student information system for its schools and work within the approved governance framework for managing changes to the Service.

2.3　To ensure successful implementation of the Service in its schools, the School Authority will:

　　a) commit the human and financial resources necessary to manage the implementation, data conversion and training in their schools;
　　b) within 30 days of signing this MOU, provide to the Ministry all of the information contemplated by Schedule A;
　　c) participate in collective activities to plan and prepare for local implementation and training;
　　d) participate in planning for service delivery and support;
　　e) work with the iGroup to prepare and execute an implementation plan for its schools that includes project resources, roles, and a rollout schedule for each school; and
　　f) work with the iGroup to prepare and execute a support plan for its schools that includes resources, roles, operating procedures and financial responsibilities for the schools and the School Authority.

2.4　The School Authority will designate a primary business contact (the "**School Authority Contact**") that will be responsible for communication, support and business changes required to implement and operate the Service in its schools. The designated business contact may also participate in governance activities. The Ministry will be notified immediately of a change to the primary business contact.

2.5　The School Authority will designate a primary project management contact that will be responsible for coordinating the implementation of the Service in its schools. The Ministry will be notified immediately of a change to the primary project management contact.

2.6　The School Authority will pay to the Ministry the fees (the "**Fees**") set out in Schedule B. Rates may be revised to reflect changes in service scope approved through established governance processes. In addition the School Authority will be responsible for all travel costs related to implementation and training activities.

2.7　The School Authority will, in addition to the payment of the Fees, provide and pay for local support costs, including but not limited to the following:

　　a)　Level 1 helpdesk;
　　b)　On-going user training; and
　　c)　Local workstation and network infrastructure.

The School Authority will also pay fees to the FISA BC iGroup for local support of the Service in independent schools. This fee will be assessed and collected annually by FISA BC.

2.8   The School Authority will maintain the confidentiality of materials as reasonably requested by the Ministry.

2.9   The School Authority will work with the iGroup to raise any issues that cannot be resolved through established processes to the individual appointed by the Ministry for this purpose (the "**Ministry Contact**"). Compromise will be essential for project success and the parties acknowledge that not all issues will be resolved to the complete satisfaction of the parties. In the event that the issue cannot be resolved through the Ministry Contact, it will be elevated for resolution to the responsible Assistant Deputy Minister and the School Authority's executive officers.

2.10   If the School Authority or the Ministry terminates this MOU in accordance with Section 3, then all documentation related to the Service will be returned to the Ministry within thirty (30) days following discontinuation of use. Upon such termination, the School Authority will be responsible for the transfer of student data from the Service to another solution. Notwithstanding termination of this MOU, the School Authority will continue to pay the Fees until all active student records have been removed from the Service.

2.11   The Ministry will ensure that the Service uses sufficient security arrangements to protect personal information from risks including, but not limited to accidental loss or alteration, and unauthorized access, collection, use, disclosure or disposal, as required by law from time to time, and to ensure that information security practices and procedures comply with applicable laws in effect from time to time, including, but not limited to the British Columbia *Freedom of Information and Protection of Privacy Act* and the British Columbia *Independent School Act*.

2.12   The School Authority will implement sufficient security arrangements to protect personal information from risks due to unauthorized access, use or disclosure as required by the British Columbia *Freedom of Information and Protection of Privacy Act*.

2.13   The School Authority acknowledges that, in connection with the Service, the School Authority will make use of a software product known as Aspen ("**Aspen**"), which product is owned by Follett of Canada Inc. ("**Follett**") or by an affiliate of Follett, and that the Ministry's master agreement (the "**Master Agreement**") with the provider of the Service, Fujitsu Consulting (Canada) Inc. ("**Fujitsu**"), contains certain provisions, attached to this MOU as Schedule C, to which the Ministry has agreed.

Details of the responsibilities of the School Authority, the iGroup and the Ministry are further described in the Roles and Responsibility Matrix below.

3.   Term of Agreement

This MOU shall be in effect from the effective date shown on page 1 until March 31, 2019 (the "**Initial Term**"). This MOU shall thereafter automatically renew for successive one-year terms unless terminated by either Party by written notice to the other Party no less than 365 days prior to the end of the Initial Term or a renewal term, as the case may be.

4. Roles and Responsibility Matrix

The following table outlines the roles and responsibilities for the School Authority and the Ministry. Ministry responsibilities may be addressed through contracts with service providers.

The School Authority will be responsible for managing and coordinating the provision of specified shared services for independent schools as specified in the following matrix:

Work Area	Ministry	Independent School Coordinating Group (iGroup)	School Authority
Governance	Facilitate development of the governance structures and processes.	Develop and implement governance model for independent schools. Assign representatives to participate in Service governance.	Use established governance processes for requesting changes and improvements to the Service. Assign representatives to participate in governance processes for independent schools.
Software Configuration and Testing	Supply the tools and infrastructure required to configure and test software to address the requirements of independent schools.	Coordinate testing to ensure that the common software configuration addresses the requirements of independent schools.	Provide personnel resources to assist in configuration development and testing.
Data Conversion	Develop, implement, and support data conversion and loading processes. Work with the iGroup and independent schools to complete data conversion.	Coordinate, with the Ministry, the planning and scheduling of data conversion.	Identify special data conversion requirements (e.g. user defined fields). Work with the iGroup to complete data conversion processes using tools and procedures provided by the Ministry.

Work Area	Ministry	Independent School Coordinating Group (iGroup)	School Authority
Data Custodianship	Facilitate the development and adoption of data standards and associated processes in consultation with the independent schools.		Manage access to records for students enrolled in independent schools. Ensure that data entered by independent schools is accurate, complete, and adheres to approved standards. Provide personnel resources to enter and maintain student data.
Report Development	Provide access to the framework and tools for report development. Develop and provide access to reports approved collectively through the governance process.	Using tools provided by the Ministry, manage the development of reports specific to the requirements of independent schools.	Wherever possible, use available tools to extract and report on student data. Work with the iGroup to develop requirements for reports.
External System Integration	Develop, implement, and support common system integration methods, processes, and tools to meet existing and future system integration requirements.	Support planning and development processes for external system integration. Work with the Ministry in order to develop, implement, and support external system interfaces for integrating independent school systems with the Service.	Provide personnel resources to participate in the development and testing of external system interfaces.

Work Area	Ministry	Independent School Coordinating Group (iGroup)	School Authority
Implementation	Develop and support an Implementation Toolkit and documents that will guide the development of a comprehensive implementation plan for independent schools, including identifying schools for staged implementation, tools for data conversion, testing of the system, and a training plan that addresses all users. Provide project management and oversight for the development of an Implementation Planning Framework. Develop reasonable school readiness criteria that must be satisfied to undertake implementation. Manage, with the iGroup, the collective implementation schedule for independent schools. Provide a communications plan to support local implementation within independent schools.	Coordinate project, resource, and financial plans for local implementation and training. Prepare local training and rollout schedules for all independent schools. Develop plans for managing communications with independent schools. Develop school-level plans for integration and support.	Fund and supply all resources required to complete local implementation in accordance with the implementation plan for independent schools. Manage and complete all activities required to accomplish a transition to the new system in accordance with the implementation plan for independent schools. Work with the iGroup to develop school-level plans for integration and support.

Work Area	Ministry	Independent School Coordinating Group (iGroup)	School Authority
Training	Using a "train the trainer" model, develop training plans, materials and infrastructure required by the independent schools to prepare and deliver user training.	Develop a plan for shared funding and provision of training resources for independent schools. Coordinate all training resources to complete local user training within independent schools. Coordinate the delivery of user training to accomplish a transition to the Service in independent schools.	Provide school-level training support for users. Participate in user training.
Help Desk	Provide "Level 2" helpdesk services for all system and software inquiries (help and support that cannot be addressed by "Level 1" support) through which designated "Level 1" contacts can report service and software problems for resolution.	Develop a plan for funding and provision of "Level 1" support for independent schools. Provide a "Level 1" helpdesk for independent schools.	Provide school-level technical support.
Local Network Infrastructure	Provide specifications for minimum local network infrastructure and service levels that meet operational requirements for independent schools.		Maintain local network and systems infrastructure to meet project specifications

Her Majesty the Queen in Right of the Province of British Columbia, by the authorized representative of the Minister of Education

_____

Assistant Deputy Minister
Ministry of Education

Date: _____

Independent School Authority _____

Per:

_____

Authorized signatory

Date: _____

Schedule A – Information to be provided to the Ministry (see section 2.3)

This schedule is to be completed by the School Authority and returned to the Ministry Contact within 30 days of signing of the MOU[1].

Number of schools to be implemented between _____, 20_____ and _____, 20_____

     Elementary Schools   _____

     Middle Schools   _____

     Secondary Schools   _____

     DL, Distance or Alternate Schools   _____

     Other   _____

School Authority Contact Name (Print)   _____

School Authority Contact e-mail   _____

School Authority Contact phone   _____

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[1] This schedule reflects the School Authority intent at the time of MOU signing. The actual schedule may be changed during the implementation planning process.

Schedule B – Common Student Information Service Fee Summary

The School Authority will pay the Ministry a subscription fee for use of the Service, as specified in table below. Fees will be collected through recoveries against electronic disbursements made to School Authorities by the Ministry, starting in the month following the completion of implementation for each independent school.

The Ministry will provide access to reports that show the enrolment details used to calculate fees. The fees will only be assessed for those months when the student record is active.

Common Student Information Service Subscription Fee	$1/student/month for K-9 students
	$2/student/month for non-funded K-9 students
	$1.25/course for Grade 10-12 students
	$2.50/course for non-funded Grade 10-12 students

These rates apply from April 1, 2014 to March 31, 2019.

Rates may be changed to reflect changes in service scope approved through established governance processes.

The School Authority will be responsible for all travel costs related to implementation and training activities.

Schedule C – Provisions related to Aspen (see section 2.13)

1. In this Schedule C, the following terms, which are not defined in the main body of this MOU, have the meanings given to them in this section:

    "**Embedded Code**" means, in connection with Aspen, any third party software vendors' code included in or executed in conjunction with Aspen or other technology that is licensed to Follett from, and/or owned by, third party software vendors, including open source software and technology.

    "**Province Customers**" means all persons who utilize the Service, including, without limitation, British Columbia and Yukon pre-K-12 students and parents; teachers, administrators and staff of boards of education, of authorities under the *Independent School Act*, of federally-funded first nations schools operating in British Columbia, and of Yukon public schools; and staff of the British Columbia Ministry of Education and of any other provincial government entity authorized to access the Service.

2. In the Master Agreement, the Province and Fujitsu acknowledged and agreed that the Province and boards of education (including the School District) will be receiving services from Fujitsu and that, in the course of providing such services, Fujitsu will use Aspen.

3. In the Master Agreement, the Province agreed to flow the requirements of one of the Master Agreement's schedules (namely, Schedule 25 (*Aspen Terms*)) down to the boards of education that will use the Service, including the School District. Sections 4 to 13 of this Schedule C set out the contents of Schedule 25 of the Master Agreement.

4. The Province shall access Aspen: (i) solely as and to the extent expressly authorized under the Master Agreement, and (ii) solely for the Province's business purposes in connection with the Province and Province Customers receiving services from Fujitsu. The Province or Fujitsu may make a reasonable number of copies of Aspen for inactive archival purposes only.

5. The Province acknowledges that Follett, its affiliates and/or Follett's third party software vendors, as the case may be, shall retain all of their respective right, title and interest in and to Aspen and the Embedded Code. Nothing in the Master Agreement operates or shall be deemed or interpreted to operate as an assignment, transfer or other conveyance or alienation of any intellectual property rights of Follett, its affiliates and/or its third party software vendors with respect to Aspen (or any portion or component thereof or any intellectual property rights embodied therein or appurtenant thereto). Notwithstanding the foregoing, the Province and Fujitsu acknowledge the Province and Province Customer access rights in respect of Aspen as contemplated in the Master Agreement.

6. The Province agrees that, in the course of receiving services from Fujitsu: (a) the Province will not use Embedded Code except in accordance with the Master Agreement; (b) no third party software vendor that provides software used in Aspen makes any representation or warranty to the Province under the Master Agreement regarding the Embedded Code or Aspen; and (c) no third party software vendor that provides software used in Aspen will have any obligation or liability to the Province under the Master Agreement as a result of the Master Agreement or the Province's use of the Embedded Code.

7. The Province acknowledges that ANY EMBEDDED CODE IN ASPEN THAT IS PROVIDED BY THIRD PARTY SOFTWARE VENDORS IS PROVIDED ON AN "AS IS" BASIS AND SUCH THIRD PARTY SOFTWARE VENDORS DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. As of the effective date of the Master Agreement, all of the third party open source contributors to Aspen are under a license (the "**MIT License**") that provides as follows:

> "The MIT License (MIT)
>
> Copyright (c) <year> <copyright holders>
>
> Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:
>
> The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.
>
> THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS INTHE SOFTWARE."

Please see http://www.follettsoftware.com/aspen/licenseagreement/AspenMobileOpenSource.pdf for a complete list of the third party open source contributors to Aspen as of the effective date of the Master Agreement. ANY MODIFICATIONS TO THE LIST OF THIRD PARTY SOFTWARE VENDORS AFTER THE EFFECTIVE DATE SHALL NOT APPLY UNLESS AGREED TO IN WRITING BY THE PROVINCE.

9. Except as specifically permitted in the Master Agreement, the Province shall not, and shall not permit any other person or entity to, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code or underlying algorithms of the source code for Aspen; (b) encumber, sublicense, transfer, distribute, assign, loan, or share Aspen (or any portion thereof) or use Aspen for the benefit of any third party except as expressly set forth in the Master Agreement; (c) copy, create derivative works of or otherwise modify Aspen (or any portion thereof), except as expressly permitted under the Master Agreement; or (d) use Aspen in violation of applicable laws. Any modifications the Province or Fujitsu make in or to Aspen shall automatically vest in and become the exclusive property of Follett or its third party software vendors, as the case may be.

10. Except as set forth in Article 16 (*Intellectual Property and Proprietary Rights*) of the Master Agreement and in Schedule 25 (*Aspen Terms*) of the Master Agreement, no other use of Aspen by the Province is permitted and Follett and/or its third party software vendors, as the case may be, expressly reserve all rights not granted herein.

11. The Province acknowledges that Fujitsu may modify Aspen solely for the purpose of generating customized reports and procedures using Aspen's reporting and configuration functions. Any such modifications and any derivative work created thereby shall automatically become and be deemed owned by Follett, its affiliates and/or its third party software vendors and be part of Aspen and shall be treated as Aspen for all purposes under the Master Agreement.

12. Any warranties or conditions provided under the Master Agreement do not cover any material defect or infringement resulting from any accident, abuse, or misapplication of Aspen caused by the Province, its employees, the Province Customers, agents or contractors (other than Fujitsu or its subcontractors), or any modification the Province, its employees, Province Customers, agents or contractors make to Aspen (other than Fujitsu or its subcontractors), whether or not such modification is authorized by Follett.

13. In addition to the provisions of Section 16.2 (*Ownership of Province Intellectual Property*) of the Master Agreement, and for greater clarification only, the Province and/or the Province Customers, as the case may be, shall own all right, title and interest in and to all data and records provided by the Province, or the Province Customers, to Fujitsu or created by Province, the Province Customers or Fujitsu and stored by Aspen.