**Memorandum of Understanding on**

**Communications and Data Sharing Procedures**

**in the American Talent Initiative**

This Memorandum of Understanding (“Memorandum”) describes the terms on which the Aspen Institute (the “Institute”), Ithaka S+R, a part of ITHAKA (“Ithaka S+R”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“ATI Participant”), will carry out certain activities within the American Talent Initiative (“ATI”).

**WHEREAS,** there is a pressing need to enhance opportunity for low- and moderate-income students at America’s leading colleges and universities;

**WHEREAS**, Bloomberg Philanthropies funded the Institute and Ithaka S+R to develop ATI, a coalition of leading public and private institutions that commit to expanding opportunity to greater number of talented students from all backgrounds; and

**WHEREAS**, the Institute, Ithaka S+R, and ATI Participant (the “Parties”) now wish to coordinate their communications and data sharing commitments within ATI;

**NOW THEREFORE**, the Parties hereby agree as follows:

1. **ATI Participant Commitment**

ATI Participantconfirms its commitment to participate in ATI and its activities, and coordinate its ATI efforts with the Institute and Ithaka S+R, including staff members of Institute and Ithaka S+R appointed for running the program (“ATI Representatives”). A general description of the ATI for reference of the Parties is available in the Invitation to Participate, attached as Exhibit A.

1. **External Relations**

The Parties agree that all public communications and press releases concerning general or individual ATI activities are under embargo until after the official announcement, which will be coordinated by the Institute, Ithaka S+R, and Bloomberg Philanthropies. The Institute and Ithaka S+R shall give ATI Participant an advance notice of the official announcement.

Once the official announcement has been issued, ATI Participant, as an ATI Coalition member, acknowledges the following guidelines for external relations:

* Coalition members are encouraged to speak publicly about their own and general ATI activities, goals, and values (e.g., the 50,000 student goal, the value of working together, topics discussed at convenings and worked on collectively, the importance of resolving the national opportunity challenge, etc.);
* Coalition members are encouraged to consult ATI Representatives in advance of public statements about general ATI activities.

To maintain consistency in terminology and messaging, ATI Representatives will equip ATI Participant and other Coalition members with informational and communications resources.

1. **Name and Trademark Usage**

ATI Participant hereby grants to the Institute and to Ithaka S+R a limited, non-exclusive, non-transferable, worldwide, royalty-free license to use its name, logo, trademark, service mark, and trade name for use in connection with ATI and its activities, including, without limitation, publication on the ATI website and in other published materials. ATI Representatives will notify ATI Participant in advance about each new form of use. Notwithstanding the foregoing, the following forms of use do not require advance notification: listing on the ATI website as a Coalition member, listing on other ATI promotional materials (e.g., flyers, one-pagers, etc.), listing on ATI research materials (e.g., strategy papers).

The Institute hereby grants to ATI Participant a limited, non-exclusive, non-transferable, worldwide, royalty-free license to use ATI name, logo, trademark, service mark, and trade name for use in connection with ATI and its activities under this Memorandum, including, without limitation, publication in published materials.

Both of the aforementioned rights will terminate as of December 31, 2025 or earlier if the Parties terminate this Memorandum prematurely, as provided below in Section 5 (Term and Termination).

**4. Data and Information Collection and Sharing**

The Parties acknowledge that collection and sharing of accurate, consistent institution data on enrollment and outcomes by income and other socioeconomic and demographic characteristics is an integral part of ATI Program. ATI Participant agrees to cooperate in providing such data to ATI Representatives.

The specific data elements to be collected and the data-sharing processes will be determined and mutually agreed upon by the Parties taking into account ATI’s goals and administrative requirements.

It is understood and confirmed by the Parties that individual student level data will not be collected and/or distributed by any of the Parties and will not be shared among the Parties as part of any ATI activities. The Parties acknowledge each will handle such data in accordance with applicable state and federal privacy laws and regulations and its own privacy policies.

ATI Participant is responsible for appointing a point of contact who will advise ATI project leads on data collection, measurement definition, and reporting. ATI Participant agrees that ATI Representatives may share contact details for such appointed contact (including, but not limited to, name and e-mail address) among all participating Coalition members.

ATI Participant agrees that ATI Representatives, the Institute, and/or Ithaka S+R may publicly share—including, but not limited to, on the ATI website—data and information about institutional activities in the aggregate (i.e., across all participating institutions) without prior approval from it or other participating institutions.

ATI Participant agrees that ATI Representatives may, without additional prior approval from it or other participating institutions, share internally (i.e., among all participating Coalition members) institutional-level data collected for the purposes of ATI, but only if data sets and related reports do not identify individual institutions.

ATI Participant agrees that practice-sharing is a core activity of ATI. ATI Representatives may, without additional prior approval from it or other participating institutions, share internally (i.e., among all participating Coalition members) descriptive information about the ATI Participants’ activities and programs that relate to the ATI focus areas.

ATI Representatives will seek permission from ATI Participant and other individual Coalition members before publicly or internally sharing or attributing all other institutional-level data and information (including institutional targets, enrollment and survey data, and practices) collected for ATI, which permission shall not be unreasonably withheld or delayed.

ATI Representatives may publicly share, including on the ATI website, institutional practices and data aggregated for all ATI institutions with no additional permissions from the institutions as long as those practices and data are not attributed to an individual institution and there is no risk that the practices or data will be identifiable in any way.

ATI Participant agrees to keep other Coalition members’ data received through its participation in ATI and its activities confidential. Confidential information does not include information which (a) was or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its representatives; (b) was or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its advisers, provided that such source was not known by the receiving Party to be bound by any agreement to keep such information confidential, or otherwise prohibited from transmitting the information to the receiving Party by a contractual, legal or fiduciary obligation; or (c) if required to be disclosed to comply with law or law enforcement request, provided timely notice is given to the Coalition member(s) whose data may be disclosed, so as to give those member(s) a reasonable opportunity to object or seek a protective order, at the objector’s own expense.

**5. Term and Termination**

This Memorandum shall be effective from the date of the last signature below and remain effective until December 31, 2025, unless terminated earlier. This Memorandum may be terminated by the Parties and/or a Party upon thirty (30) days written notice to the other Party/ies. This Memorandum shall also automatically terminate if the ATI is discontinued. ATI Representatives shall promptly notify the ATI Participant of such discontinuation. Upon termination, any licenses granted under this Memorandum shall expire; the obligations regarding Confidential information shall continue in perpetuity.

 **6. Miscellaneous**

This Memorandum constitutes the entire arrangement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Memorandum shall be valid except by written amendment signed by authorized representatives of the Parties.

This Memorandum and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one memorandum.

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Memorandum be construed as a continuing waiver of other breaches of the same or other provisions of this Memorandum. If any provision or provisions of this Memorandum shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Neither party may assign or transfer, directly or indirectly, all or part of its rights or obligations under this Memorandum without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

The Parties are independent contracting parties, and nothing contained in this Memorandum shall be deemed to create a formal partnership, joint venture, employer/employee, sponsorship or agency relationship between them, nor does it grant either Party any authority to act on behalf of or incur any obligation in the name of the other or to represent it has the authority to bind the other.

The Parties agree if a dispute arises out of this Memorandum and if the dispute cannot be settled through negotiation between the Parties, the Parties agree first to try in good faith to settle the dispute by mediation to be held in New York, New York and administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration or some other dispute resolution procedure.

[Signature page follows]

Signing indicates acceptance of and agreement to the above terms.

|  |  |
| --- | --- |
| **The Aspen Institute****By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:** Elliot Gerson**Title:** Executive Vice President of Policy & Public Programs, International Partners**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ITHAKA HARBORS, INC**. on behalf of ITHAKA S+R**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:** Nancy Kopans**Title:** General Counsel, VP, Secretary of ITHAKA**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** Joshua Wyner

**Title:** Vice President- The Aspen Institute;

Executive Director – College Excellence Program

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATI Participant**

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_