

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DIVISION OF ADMINISTRATION,
LOUISIANA TECHNOLOGY INNOVATIONS FUND
AND
[AGENCY NAME]

This Memorandum of Understanding, herein referred to as the MOU, is being entered into under the provisions of the Louisiana Technology Innovations Fund, R.S. 39:211-216 and is based on the recommendation of the Louisiana Technology Innovations Council, hereinafter referred to as Council. The Division of Administration, hereinafter referred to as DOA, and the [Agency], hereinafter referred to as Agency, do hereby enter in a MOU under the following terms and conditions:

1. Scope of Services

Agency hereby agrees to furnish services as specified in:

- a. The Project Proposal dated [DATE] as submitted by the Agency to the Council,
- b. The Agency's Response dated [DATE] to the Council's Request for Additional Information,
- c. As amended below to reflect the Council's intent for the use of funds:

[Provide a brief summary of the tasks or services to be performed by Contractor in terms of scope and expected outcomes or results to reflect the intent of the Council regarding how the funds will be used].

2. General Conditions

- a. The Agency has full responsibility for the conduct of the project or activity supported under this MOU and for adherence to the MOU conditions.
- b. Unless otherwise specified, title or license to equipment or software purchased or developed within this MOU shall vest in the Agency upon acquisition.
- c. All project expenditures will be in accordance with existing state regulations regarding the procurement of data processing related equipment, software, and professional services.
- d. Any agreements entered into by the Agency with other parties under the scope of this MOU shall not conflict with the terms and conditions of this MOU.
- e. The Agency is responsible for assuring that acknowledgement of the Louisiana Technology Innovations Fund is made in any publication (including Web pages) or news media release of any material based on or developed under this project, in terms such as the following:

“This [project/material] is based upon work supported by the Louisiana Technology Innovations Fund”

- f. All products or services rendered under this MOU will be Year 2000 compliant and meet the requirements of Executive Orders MJF 96-50 and MJF 98-04.

3. Funds Use

Expenditure of funds for expenses incurred under the scope of this MOU shall be used only for items specified in the Project Budget, Attachment I. As stipulated in the enabling legislation, monies funded within this MOU can only be used for the procurement of information technology systems and services or the procurement of telecommunications systems and services. Unless specified otherwise, expenses can only be used for the acquisition of data processing and telecommunications related equipment, software, services, and professional and/or contract services. Expenses related to other items such as: advertising and promotions, personal services (including supplemental employee pay such as overtime or premium pay), administrative or travel expenses, construction or renovation of facilities, lease or acquisition of facilities, lease or acquisition of office equipment or office supplies (copiers, FAX, furniture) are not permitted.

Funds to be used shall be requested by the Agency through submittal of the "*LTIF-Funds Request*" as shown in Attachment IV. The *LTIF-Funds Request* should not be submitted until after a bona-fide liability has been incurred (which means that the Agency has received the goods and/or services).

Agency will be responsible for repayment of any expenditure disallowed under the terms of this MOU or as a result of federal or state audit.

4. MOU Modification

Absent a majority of the Council requesting a meeting to review and approve a requested MOU modification, any alternations of the scope of services, expenditure of funds as defined in the Project Budget, Attachment II, or any other MOU provisions must be detailed in writing and must be mutually consented to by all parties to this MOU.

5. Term of MOU

This MOU shall begin on [Date] and shall terminate on [Date 24 months after Begin Date] unless terminated sooner as provided herein.

6. Maintenance of Records

The Agency shall at all times maintain appropriate project documents including records to document time and effort devoted to MOU activities. Such documents and records, not subject to the confidentiality provisions of R.S. 40:3.1 and R.S. 44:4(19), shall be open to review by the DOA staff, the Legislative Auditor of the State of Louisiana, and/or any duly authorized representative. Records pertaining to MOU activities shall be retained by the Agency for a period of three years after termination of the MOU herein authorized.

7. Resolution of Conflicting Conditions

Should there be any inconsistency between any special conditions contained in this MOU or included by reference to the MOU, the matter should be referred to the Council for resolution.

8. Progress Reporting

Agency shall submit reports as follows:

1. A baseline estimate indicating the planned "percent complete" status for each quarter of the project (as described in Attachment V) shall be submitted to the Council Chairman with the MOU after it is signed by the Agency.
2. A semi-annual progress report to the Council, the Commissioner of Administration, the Joint Legislative Committee on the Budget, the Legislative Fiscal Office, and the Office of Planning and Budget detailing project activities and accomplishments (as described in Attachment II) shall be submitted by March 1st and September 1st of each year. An electronic copy of the progress report in Word or WordPerfect format should be submitted to the Council Chairman at this [e-mail address](#).
3. A quarterly status summary as described in Attachment VI shall be e-mailed to the Council Chairman at this [e-mail address](#). Status reports should be submitted by March 1st, June 1st, September 1st, and December 1st during each year of the project.
4. A final project report shall be provided to the entities listed for the semi-annual progress report, above, no later than 90 days after completion of the project. The final report will be formatted as described in Attachment III.
5. An annual report shall be provided by February 1 of each year, for the three (3) calendar years after project completion to the Council Chairman at this [e-mail address](#). The report will include:
 - a list of awards, commendations, or nationally published recognition that relates to the project.
 - *actual* performance indicators as compared to *projected* performance indicators in the original proposal.

THUS DONE AND SIGNED on the date(s) noted below

[AGENCY NAME]

RECOMMENDED BY:
LA. INNOVATIONS TECHNOLOGY COUNCIL

AGENCY'S SIGNATURE

Chief Information Officer

DATE

DATE

DIVISION OF ADMINISTRATION

Jerry Luke LeBlanc, COMMISSIONER

DATE

ATTACHMENT I
PROJECT BUDGET

The following items represent planned expenditures that will be incurred for the monies funded under this MOU. The listed items do not include those expenses to be funded from other sources.

<u>Funding Category</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Budgeted Expense</u>
Equipment			
Item-1 Description	\$999	99	\$99,999
Item-2 Description	\$999	99	<u>\$99,999</u>
Total Equipment			\$99,999
Software			
Item-1 Description	\$999	99	\$99,999
Item-2 Description	\$999	99	<u>\$99,999</u>
Total Software			\$99,999
Telecommunications			
Item-1 Description	\$999	99	\$99,999
Item-2 Description	\$999	99	<u>\$99,999</u>
Total Telecommunications			\$99,999
Professional/Contract Services			
Item-1 Description	\$999	99	\$99,999
Item-2 Description	\$999	99	<u>\$99,999</u>
Total Professional Services			\$99,999
Other Costs			
Item-1 Description	\$999	99	\$99,999
Item-2 Description	\$999	99	<u>\$99,999</u>
Total Other Costs			<u>\$99,999</u>
Total			\$999,999

ATTACHMENT II

LOUISIANA TECHNOLOGY INNOVATIONS FUND – SEMI-ANNUAL PROGRESS REPORT

[DATE]

[This report is due on March 1 and September 1 each year. Limit the length of the report to three pages]

I DEPARTMENT/AGENCY

II PROJECT TITLE / Log #

III PROJECT LEADER

Name, Agency, Mailing Address, Phone Number, FAX Number, Internet E-mail address, Project Web page link (if applicable)

IV DESCRIPTION OF THE PROJECT

V PROJECT STATUS

- A. Brief Summary
- B. Accomplishments
- C. Problems Encountered/Action Taken or Planned
- D. Major Milestones (Original vs. Current Estimate)

VI COST VS. BUDGET

<u>Category</u>	<u>Budgeted</u>	<u>Actual</u>	<u>Projected Surplus</u>
A. Equipment			
B. Software			
C. Telecommunications			
D. Professional/Contract Services			
E. Other Costs			
Total Project Cost	=====	=====	=====

VII ITEMIZED EXPENSES AND FINANCIAL OBLIGATIONS INCURRED DURING THIS REPORTING PERIOD

[Include description, unit cost, quantity, and total cost for incurred expenses such as equipment, software, and telecommunications. Include contract title, name of contractor, OCR or P.O. Number, and amount for Professional Services and/or other Contract Services.]

ATTACHMENT III

LOUISIANA TECHNOLOGY INNOVATIONS FUND – FINAL REPORT [DATE]

I DEPARTMENT/AGENCY

II PROJECT TITLE /Log #

III PROJECT LEADER

Name, Agency, Mailing Address, Phone Number, FAX Number, Internet E-mail address, Project Web page link (if applicable)

IV DESCRIPTION OF THE PROJECT

V POST IMPLEMENTATION REVIEW AND ASSESSMENT

- a. Executive Summary of Findings
- b. Accomplishments and Best Practices Identified
- c. Benefits Achieved/Expected
- d. Pitfalls Encountered
- e. Recommendations to Agencies Planning to use this Technology

VI FINAL COST VS. BUDGET

<u>Category</u>	<u>Budgeted</u>	<u>Actual</u>	<u>Surplus</u>
F. Equipment			
G. Software			
H. Telecommunications			
I. Professional/Contract Services			
J. Other Costs			
Total Project Cost	=====	=====	=====

VII ITEMIZED LIST OF PROJECT EXPENSES

[Include description, unit cost, quantity, and total cost for incurred expenses such as equipment, software, and telecommunications. Include contract title, name of contractor, OCR or P.O. Number, and amount for Professional Services and/or other Contract Services.]

ATTACHMENT IV

**INNOVATIVE TECHNOLOGY FUND
REQUEST FOR FUNDS**

[DATE]

TO: Chief Information Officer
Division of Administration

FROM: Name of designated project leader
Department/Agency
Telephone No.:
Fax No.:
E-Mail Address:

Project Fund Request Information		
Project Title:		LTIF Log #:
Requested Amount:		
Itemized List of Planned Expenditures:		
<u>Item Description</u>	<u>Estimated Cost</u>	
Provide Explanation If Usage of Funds Deviates from Project Proposal:		
Current Project Status:	% Complete:	Estimated Completion Date:
	Unused \$\$\$:	

Approved: Chief Information Officer _____ Date _____

Executed by: Gene Knecht _____ Date _____

ATTACHMENT V

**TECHNOLOGY INNOVATIONS FUND
BASELINE - PROJECT STATUS SUMMARY**

[DATE]

TO: Chief Information Officer
Division of Administration

FROM: Name of designated project leader
Department/Agency
Telephone No.:
Fax No.:
E-Mail Address:

RE: (Project Title / Log #)

Complete the following baseline status summary and submit it with your signed MOU:

Baseline Status Summary							
Dec 2003	Mar 2004	Jun 2004	Sep 2004	Dec 2004	Mar 2005	Jun 2005	Sep 2005

Instructions: Beginning with December 2003, estimate the percent complete for each quarter through the duration of the project. For example, a typical project may be 10% complete at the end of the December, 2003, 15% at the next quarter, 40% at the 3rd quarter, 70% at the 4th, and 100% at the 5th. This would be shown as in the following example.

Example Baseline Status Summary							
Dec 2003	Mar 2004	Jun 2004	Sep 2004	Dec 2004	Mar 2005	Jun 2005	Sep 2005
10	15	40	70	100			

ATTACHMENT VI

**TECHNOLOGY INNOVATIONS FUND
QUARTERLY PROJECT STATUS SUMMARY**

[DATE]

On March 1, June 1, September 1, and December 1, E-Mail the following status information to the Council Chairman at [this address](#).

Department/Agency:

Name of Project:

LTIF Log No.:

Project Coordinator:

Project Status:

Date:

Percent Complete:

Explanation¹:

¹Note: An explanation should be provided if the project's "percent complete" is behind the baseline "percent complete" established with the MOU.