

# Ohio Cyber Range Institute Memorandum of Understanding with Ohio-Persistent Cyber Improvement Partners

This Memorandum of Understanding (“MOU”), effective the date last signed below, is entered into by and between the University of Cincinnati, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, on behalf of The Ohio Cyber Range Institute (“OCRI”), and \_\_\_\_\_ [Partner’s Name] (the “Partner” and, when referencing below all who sign on to be involved in the program, “Partners”), a local government entity within the State of Ohio.

Whereas the Ohio Persistent Cyber Improvement (“O-PCI”) program is offered by the Ohio Cyber Range Institute for local government entities in the State of Ohio to provide cutting edge cybersecurity education and training to their staff, with the goal of improving their cybersecurity posture.

In consideration of the benefit of using the OCRI and facilities as described herein, OCRI and Partner agree as follows:

1. The purpose of this MOU is to provide access to free cybersecurity training to any Ohio local government entities via the O-PCI program (“Purpose”). The OCRI shall provide each Partner guidance through three cybersecurity preparedness levels called Gateways. Each level will consist of a five-step process for cybersecurity advancement including: education, training, exercising, mentoring, and improvement.
2. The OCRI, through the O-PCI program, will:
  - a. Deliver education and training both in-person or virtual to all Partners;
  - b. OCRI will deliver the following training as part of Gateway 1: Cyber Mindfulness, Cybersecurity 101, Cybersecurity Frameworks Introduction, Risk Management, Vulnerability Management, Organizational & Third-Party Security, and Network Control Systems. Gateways 2 and 3 will be developed upon completion of Gateway 1 by all Partner’s personnel and executives;
  - c. Coordinate tabletop exercises (“TTXs”) and after-action reviews;
  - d. Provide continuous mentorship and guidance to all Partners;
  - e. Open the Ohio Cyber Range to Partners; and
  - f. Provide other services as determined by the OCRI staff.
3. The Partner will utilize their best efforts to:

- a. Support the OCRI staff prior to, during, and after the provision of the cybersecurity preparedness levels and the process for cybersecurity advancement;
  - b. Provide necessary information to OCRI on cybersecurity posture to tailor delivery of education and training modules;
  - c. Provide meeting space for in-person logistical meetings or training sessions;
  - d. Actively participate in the education, training, exercising, and mentoring conducted by the OCRI staff;
  - e. Require completion of O-PCI modules by General, IT, Managerial, and Executive Staff in the agreed upon timeline. Please note that timelines will be variable and negotiated for each organization that participates, based on their size and cybersecurity posture;
  - f. Implement the guidance, training, mentoring, and improvement suggested by the OCRI staff;
  - g. Keep the OCRI staff informed of changes of personnel, equipment, and other conditions within their jurisdiction that could have any impact on the provision of the services listed in paragraph 2;
  - h. Endeavor to make and keep its personnel and executives available and cooperating with the OCRI staff and to ensure individual participants complete training within the O-PCI Learning Management System (“LMS”) as assigned;
  - i. Respond to e-mails and phone calls from the OCRI Point of Contact (“POC”) within two (2) business days;
  - j. Maintain weekly virtual or phone meetings between the organization POC and the OCRI POC;
  - k. Screen and supervise their participants engaged in this program;
  - l. Maintain an accurate and up-to-date roster of eligible personnel and executive for the OCRI staff;
  - m. For county Partners: Serve as the lead organization in your county, encouraging involvement with other local government entities within that county who are participating in the program;
  - n. For non-county Partners: Coordinate with the lead county government where they are located to share expectations, information, and timelines, when appropriate; and
  - o. Negotiate and obtain any labor union acceptance of this MOU.
4. a. Any OCRI training or related training materials received by Partner or Partner Personnel (hereinafter defined) under this MOU is considered “Confidential Information,” including but not limited to exercise information, data, documents, standard operating procedures, tactics, techniques, and procedures, technical specifications and operations of the O-PCI program or the Ohio Cyber Range, information on gaining access to and operations on the LMS or the Ohio Cyber Range. Partner agrees that for ten (10) years following the date of last signature of this MOU (the “Effective Date”), Partner shall not disclose Confidential Information except to Partner employees, agents, subcontractors, or

others operating under this MOU on behalf of Partner (collectively, "Partner Personnel") who have a bona fide need to know for the Purpose and who Partner has ensured have acknowledged the requirements hereunder by requiring such Partner Personnel to sign an Ohio Cyber Range Institute Non-Disclosure Agreement ("NDA") acknowledgment, a copy of which is attached hereto as Exhibit A. Disclosure of Confidential Information shall not be precluded to the extent that:

1. Confidential Information was known to the recipient from sources other than the originator prior to its disclosure hereunder, and this is demonstrably documented in written records made by recipient prior to disclosure hereunder; or
  2. Confidential Information in fact is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or
  3. Confidential Information was disclosed to the recipient by a third party who did not derive such information from the originator; or
  4. Confidential Information is required by law or court order to be disclosed.
- b. Should Partner receive a court order, valid subpoena, or other legally binding request to disclose Confidential Information, including a request under the Ohio public records act (Ohio Revised Code §149.43), to the extent permitted by law, Partner shall promptly take reasonable steps to notify OCRI upon the discovery of such request and before any Confidential Information is disclosed. Partner understands that OCRI may seek limitation or protection from the order demanding disclosure. Partner shall disclose only such Confidential Information as is required to comply with such request or as required by law.
5. Partner shall maintain a copy of any Exhibit A NDA signed by Partner Personnel, which shall be provided to OCRI upon request. Partner shall, to the extent allowed by law, be responsible for any damages arising or resulting from a breach of this MOU by Partner or Partner Personnel.
  6. Partner acknowledges that OCRI will collect observational data during the Partner's participation of the O-PCI program, including but not limited to:
    - a. Personnel personally identifiable information including first name, e-mail, title, relevant role at Partner;
    - b. Personnel performance information as it relates to the O-PCI program;
    - c. Information on third-party vendors used for cybersecurity services by Partner;
    - d. Cybersecurity policies, frameworks, and procedures used by Partner and how they are used; and
    - e. An inventory of physical and digital assets used by Partner.
  7. Partner acknowledges and agrees that any such observational data OCRI gathers from any activity performed or conducted under this MOU may be anonymized and used by OCRI

for any lawful purpose, including but not limited to academic research, education and publication.

8. Partner agrees to provide complete contact information for a primary and secondary point of contact having the authority to act on any and all matters related to Partner's participation in the O-PCI, including managing completion of O-PCI Gateways and all other coordination by completing Exhibit B, which is attached hereto and incorporated herein.
9. This MOU shall be governed by, construed, and interpreted according to the laws of the State of Ohio. The parties agree that any disputes arising out of or under this MOU shall be litigated in the Ohio Court of Claims.
10. Any issues between the Partner and OCRI will be brought to the other party's attention as soon as practicable for resolution prior to commencement of any legal action. However, nothing in this MOU shall limit a party's right to seek injunctive relief at any time.
11. This MOU constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between the parties regarding the referenced subject matter. This MOU may be executed in one or more counterparts, each of which counterpart shall be deemed an original agreement and all of which shall constitute but one agreement. The failure of either party to assert a right under this MOU or to insist upon compliance with any term or condition of this MOU shall not constitute a waiver of that right. In the event any provision of this MOU shall be illegal or otherwise found unenforceable by any court, such provision shall be severed, and the balance of the MOU shall continue in full force and effect. The parties agree that this MOU may be executed and transmitted electronically, and a facsimile or signed electronic copy shall be as enforceable as an original.
12. This MOU may be modified or extended only by written agreement signed by both parties.

**[SIGNATURES ARE ON THE FOLLOWING PAGE]**

For the Partner

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Signer's Name \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Dated: \_\_\_\_\_

University of Cincinnati, For OCRI

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Signer's Name: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Telephone number: \_\_\_\_\_

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

## **Exhibit A - Ohio Cyber Range Institute Non-Disclosure Agreement**

### **Ohio Cyber Range Institute Non-Disclosure Agreement (NDA)**

This is an acknowledgment of the confidentiality provisions included in the MOU between \_\_\_\_\_ (“Partner”), and the University of Cincinnati on behalf of the Ohio Cyber Range Institute (“OCRI”).

1. I acknowledge the obligations contained in MOU to participate in the Ohio Persistent Cyber Improvement (“O-PCI”) program, to use the Ohio Cyber Range (“OCR”) or both under the auspices of the OCRI for exercise, training, validation, or any other lawful purpose as a participant in the O-PCI program.
2. I acknowledge that I will not disclose in any way outside of my duties with and for the O-PCI program any Confidential Information obtained while participating in the O-PCI program and using the Ohio Cyber Range.
3. I hereby agree that I will utilize every effort not to divulge Confidential Information to anyone outside of the OCRI, O-PCI program, and Partner unless:
  - (a) I have officially verified that the recipient has been properly authorized by the OCRI, O-PCI, and Partner to receive Confidential Information; or
  - (b) I have been given prior written notice of authorization from the OCRI that such disclosure is permitted; or
  - (c) that Confidential Information was known to Partner from sources other than the originator prior to its disclosure hereunder, and this is demonstrably documented in written records made by Partner prior to disclosure hereunder; or
  - (d) that Confidential Information in fact is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to Partner; or
  - (e) that Confidential Information was disclosed to Partner by a third party who did not derive such information from the originator; or
  - (f) that Confidential Information is required by law or court order to be disclosed.
4. I understand that if anyone in Partner is uncertain about the classification status of information, I or a properly designated person is required to confirm from an authorized OCRI official that the information is not confidential before it is disclosed, except to a person as provided above.
5. I acknowledge that I will be responsible to Partner for any breach of confidentiality terms of the MOU.
6. I understand that the OCRI may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I acknowledge that for 10 years or unless and until I am released in writing by an authorized representative of the OCRI that all conditions and obligations imposed upon Partner by the MOU shall apply.

By my signature, I have read and understood the obligations hereunder:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Relationship to Partner

\_\_\_\_\_  
Email

## **Exhibit B - Contact Information for Partner**

Partner's Primary POC Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Fax number: \_\_\_\_\_

Partner's Secondary POC Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Fax number: \_\_\_\_\_