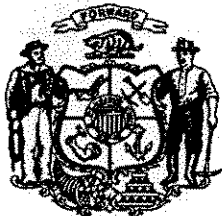


# THE STATE OF WISCONSIN

SENATE CHAIR  
**BRIAN BURKE**

316-S Capitol  
P.O. Box 7882  
Madison, WI 53707-7882  
Phone: (608) 266-8535



ASSEMBLY CHAIR  
**JOHN GARD**

315-N Capitol  
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Phone: (608) 266-2343

## JOINT COMMITTEE ON FINANCE

June 7, 1999

Jane Hojan-Clark  
Executive Secretary  
Higher Educational Aids Board  
131 W. Wilson St.  
Madison, Wisconsin

Dear Secretary Hojan-Clark:

We are writing to inform you that the Joint Committee on Finance has reviewed your memorandum, dated May 17, 1999, concerning the Minnesota-Wisconsin Interstate Tuition Reciprocity Program.

No objections to the memorandum have been raised. Accordingly, the memorandum is approved.

Sincerely,

Handwritten signature of Brian Burke in cursive.

BRIAN BURKE  
Senate Chair

Handwritten signature of John G. Gard in cursive.

JOHN G. GARD  
Assembly Chair

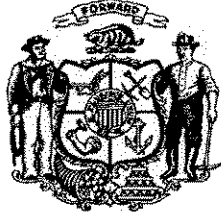
BB:JG:dh

cc: Members, Joint Committee on Finance  
Robert Lang, Legislative Fiscal Bureau  
Vicky LaBelle, Department of Administration

# THE STATE OF WISCONSIN

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## JOINT COMMITTEE ON FINANCE

### MEMORANDUM

To: Members  
Joint Committee on Finance

From: Senator Brian Burke  
Representative John Gard

Re: 14-Day Passive Review Approval

Date: May 19, 1999

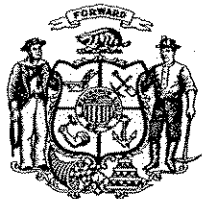
Attached is a copy of the Administrative Memorandum for the Minnesota-Wisconsin Interstate Reciprocity Program, dated May 17, 1999. The memorandum requires 14-day passive review and approval by the Joint Committee on Finance, pursuant to s. 39.47 (2g), Stats.

Please review the material and notify **Senator Burke** or **Representative Gard** no later than **Friday, June 4, 1999**, if you have any concerns about the request or if you would like the Committee to meet formally to discuss it.

Also, please contact us if you need further information.

Attachment

BB:JG:dh



# State of Wisconsin Higher Educational Aids Board

131 West Wilson Street, Madison, Wisconsin

Post Office Box 7885 Phone: (608) 267-2206

Madison, WI 53707-7885 Fax: (608) 267-2808

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Web Page: <http://heab.state.wi.us>

**Tommy G. Thompson**  
Governor

**Jane M. Hojan-Clark**  
Executive Secretary

May 17, 1999

The Honorable Senator Brian Burke, Co-Chair  
The Honorable Representative John Gard, Co-Chair  
Joint Committee on Finance  
State Capitol  
Madison, WI 53702

RE: Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program

Dear Senator Burke, Representative Gard and Members:

I have attached the Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program. Under S. 39.47 (2g) it is required that this memorandum be submitted to the Joint Committee on Finance for its approval.

The memorandum essentially outlines administrative procedures for the program. It includes the application process, the procedure for computing interstate reimbursement, and tuition rate related information.

Sincerely,

Jane Hojan-Clark  
Executive Secretary  
Higher Educational Aids Board

BC: Merry Larsen, Legislative Fiscal Bureau Fiscal Analyst  
Bill Steiger, Office of the Governor Policy Advisor  
Erica Mair, Office of the Governor Policy Assistant  
Peter Maternowski, Department of Administration Budget Analyst  
Nate Peters, University of Wisconsin System Administration Assistant Vice President

**ADMINISTRATIVE MEMORANDUM FOR THE  
MINNESOTA-WISCONSIN INTERSTATE TUITION  
RECIPROCITY PROGRAM**

TO: All Interested and Concerned Parties

FROM: Robert Poch , Director  
Minnesota Higher Education Services Office  
and  
Jane Hojan-Clark, Executive Secretary  
State of Wisconsin Higher Educational Aids Board

SUBJECT: Administrative Memorandum for the Minnesota-Wisconsin Interstate Higher  
Education Agreement, 1999-2000 Academic Year

DATE: May, 1999

**INTRODUCTION**

In order to implement the statutory authority and the formal interstate agreement negotiated between the two states, this administrative agreement has been prepared to specify administrative procedures of the program.

**DURATION OF THE AGREEMENT AND PROCEDURES FOR MODIFICATION**

This memorandum is subject to the principles and conditions of the Minnesota-Wisconsin Public Higher Education Reciprocity Agreement and is to be effective July 1, 1999. The memorandum is subject to annual review by both administrative agencies.

**ADMINISTRATIVE PROCEDURES**

To insure procedural regularity and compatibility, the two administering agencies have agreed to follow the procedures outlined in this memorandum:

1. **Public Information**

After formal adoption of the agreement, each agency executive will direct a detailed written communication regarding the administration of the program to the institutions of post-secondary education, all secondary schools, and other interested individuals, and organizations in his state. Prior to the start of each academic year, the two administering agencies will cooperatively develop and implement training workshops for personnel from

participating institutions of higher education if such workshops are deemed necessary by both agencies.

2. **Application Form**

A common application and procedure will be used in both states. All students from each state will complete the same application and submit it to the respective administering agency in their home states. Both new and continuing students will use the same application. The application will require general and institutional information. Each administering agency will print a supply of applications on paper of a mutually agreed upon color for distribution to institutions of post-secondary education in its home state, and secondary schools in its home state. Either state may adopt a paperless application process, in lieu of or in addition to, the paper application. The student needs to complete one application. This application will provide reciprocity for the student in continuous attendance. Should the student not attend an institution for 365 days, the student must reapply for reciprocity. Should a change in the student's residence occur, the student and/or the institutions must notify the appropriate administering agency in writing of the change.

3. **Residency**

The administering agency in the student's home state will make a determination of residency based on the information provided by the student during the application process. The agency reserves the right to refuse eligibility if the information provided by the student does not substantiate the claim of residency.

4. **Approval and Certification Year**

Once eligibility is determined, it shall continue through the academic year for which certification has been granted. Should a student's residency status for fee assessment purposes change during the academic year, the originating state's responsibility to the student under the agreement will cease with the beginning of the first term following establishment of residency in the other state. The certification year begins with the Fall of each academic year and ends with the last Summer session or workshop which begins before the first day of the Fall term of the succeeding academic year. The student that is in attendance and has earned credits during the 1999-2000 academic year, will automatically have reciprocity benefits renewed for the 2000-2001 academic year unless notification has been received by the administering agency of a change in residency.

5. **Application Deadline**

Applications must be postmarked or electronically submitted no later than the last day of scheduled classes of the first term for which the student expects to receive benefits under the agreement. Eligibility shall continue for the remainder of the academic/certification year. The administering agencies will cooperate in a mutual exchange of academic calendar information.

6. **Coordinative Procedures**

Periodically throughout the certification year, the administering agencies will exchange alphabetical listings of all residents of their respective states who are participating in the reciprocity program. The administering agencies will also provide alphabetical listings of their state's residents eligible for participation in the agreement to the designated institutions of post-secondary education in the other state. Nothing shall prohibit agencies from exchanging data in electronic format.

7. **Institutional Monitoring**

Each administering agency will be responsible for monitoring institutions in its home state for compliance with the provisions and spirit of the agreement.

**PROCEDURE FOR COMPUTATION OF INTERSTATE REIMBURSEMENT**

1. **Definition of Terms.**

Terminology used in the computation of the net state interstate reimbursement is described in the Agreement.

2. **Student Categories.**

In determining the net state interstate reimbursement obligation, the following categories of student enrollment institutions and associated instructional costs will be used:

**A. Undergraduate Students**

1. Undergraduate students enrolled at the University of Wisconsin-Madison, the Minnesota-Twin Cities and the University of Minnesota-Morris.
2. Undergraduate students enrolled at the University of Wisconsin-Milwaukee and the University of Minnesota-Duluth.

3. Undergraduate students enrolled at the University of Wisconsin Comprehensive institutions and the Minnesota State Universities and the University of Minnesota-Crookston.
4. Undergraduate students enrolled at the University of Wisconsin System Colleges and the Minnesota Community Colleges.
5. Undergraduate students enrolled at consolidated Minnesota Community and Technical Colleges.

**B. Graduate Students**

1. Graduate students enrolled at the University of Wisconsin-Madison and the University of Minnesota-Twin Cities.
2. Graduate students enrolled at the University of Wisconsin-Milwaukee and the University of Minnesota-Duluth.
3. Graduate students enrolled at the University of Wisconsin Comprehensive institutions and the Minnesota State Universities.

**C. Professional Students**

1. Law school students enrolled at the University of Wisconsin-Madison and the University of Minnesota-Twin Cities.
2. Pharm D students enrolled at the University of Wisconsin-Madison and the University of Minnesota-Twin Cities.

The total costs and the reciprocity cost differentials for each of the categories of students and institutions listed in this section will be determined after each state's operating budget for public higher education systems has been finalized. These cost differentials will be based on actual costs per student for the 1999-2000 academic year.

3. **Reciprocity Tuition.**

Institutions covered under this agreement will charge the following reciprocity tuition rates to students who are determined eligible to receive tuition reciprocity benefits during the 1999-2000 academic year.

**A. Undergraduate Students**

**UW-MADISON** (per semester term/per semester credit)

Minnesota residents attending UW-Madison will be charged the UM-Twin Cities undergraduate resident tuition rate. Students taking 12-18 credits per term will be

charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**UM-TWIN CITIES** (per semester term/per semester credit)

Wisconsin residents attending UM-Twin Cities will be charged the UW-Madison undergraduate resident tuition rate plus 25% of the difference between the UW-Madison undergraduate resident tuition rate and the UM-Twin Cities undergraduate resident rate during the 1999-2000 academic year. Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**UM-MORRIS** (per semester term/per semester credit)

Wisconsin residents attending UM-Morris will be charged the UW-Madison undergraduate resident tuition rate. Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits will be charged the term rate plus the per credit rate for each credit over 18.

**UW-MILWAUKEE** (per semester term/per semester credit)

Minnesota residents attending UW-Milwaukee will be charged the UM-Duluth undergraduate resident tuition rate. Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged by the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**UM-DULUTH** (per semester term/per semester credit)

Wisconsin residents attending UM-Duluth will be charged the UW-Milwaukee undergraduate resident tuition rate. Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**WISCONSIN UNIVERSITY COMPREHENSIVE** (per semester term/per semester credit) Minnesota residents attending Wisconsin Comprehensives will be charged a weighted average of the undergraduate resident tuition rates for MN State Universities



and UM-Crookston. Minnesota residents attending the University of Wisconsin Stout and Eau Claire campuses will be charged the weighted average plus the tuition differential rates in place at the University of Wisconsin Stout and Eau Claire, the sum of which may not exceed the undergraduate tuition rate charged to Wisconsin residents attending those institutions. If the Minnesota weighted average tuition is larger than the undergraduate tuition rate charged to Wisconsin residents attending the University of Wisconsin Eau Claire and Stout campuses, only the Minnesota weighted average tuition will be charged. Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**MINNESOTA STATE UNIVERSITIES/UM-CROOKSTON** (per semester/per credit)

Wisconsin residents attending Minnesota State Universities and UM-Crookston will be charged the weighted average Wisconsin Comprehensive undergraduate resident tuition rate. Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**UNIVERSITY OF WISCONSIN SYSTEM COLLEGES** (per semester term/per semester credit)

Minnesota residents attending University of Wisconsin System Colleges will be charged the Minnesota Community College undergraduate resident tuition. Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**MINNESOTA COMMUNITY COLLEGES** (per semester term/per credit)

Wisconsin residents enrolled at Minnesota Community Colleges will be charged the University of Wisconsin System College undergraduate resident tuition rate. Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

**MINNESOTA CONSOLIDATED COLLEGES** (per semester term/per credit)

Wisconsin residents enrolled at Minnesota Consolidated Colleges will be charged the University of Wisconsin System College undergraduate resident tuition rate. Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.

#### WISCONSIN TECHNICAL COLLEGES

Minnesota residents attending Wisconsin Technical Colleges will be charged the Wisconsin Technical College undergraduate resident tuition rate.

#### MINNESOTA TECHNICAL COLLEGES

Wisconsin residents attending Minnesota Technical Colleges will be charged the Minnesota Technical College undergraduate resident tuition rate.

### **B. Graduate Students**

#### **UW-MADISON**

**Graduate Rate** (per semester term/per semester credit) Minnesota residents attending UW-Madison will be charged the higher of the UM-Twin Cities or UW-Madison graduate resident tuition rate. Students taking 8+ credits will be charged the per term rate. Students taking 1-7 credits will be charged the per credit rate.

**Business Masters Rate** (per semester term/per semester credit) Minnesota residents attending UW-Madison Business Masters program will be charged the higher of the UM-Twin Cities or the UW-Madison Business Masters resident tuition rate if they first enrolled in the program during the 1998-99 academic year or thereafter. Minnesota residents who enrolled in the UW-Madison Business Master program prior to the beginning of the 1998-99 academic year will be charged the UM-Twin Cities graduate school resident tuition rate. Students taking 8+ credits will be charged the per term rate. Students taking 1-7 credits will be charged the per credit rate.

#### **UM-TWIN CITIES**

**Graduate Rate** (per semester term/per semester credit) Wisconsin residents attending UM-Twin Cities will be charged the higher of the UW-Madison graduate resident tuition rate or the UM-Twin Cities graduate resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota - Twin Cities Graduate School. (Currently, students taking 7 - 14 credits are charged the term rate, students taking 1- 6 credits are charged the per credit rate and students taking more

than 14 credits are charged the term rate plus the per credit rate for each additional credit over 14 credits. This is subject to any changes taking place for the 1999-2000 academic year.)

**Business Masters Rate** (per semester term/per semester credit) Wisconsin residents attending UM-Twin Cities will be charged the higher of the UW-Madison Business Masters resident tuition rate or the UM-Twin Cities Business Masters resident tuition rate if they first enrolled in the program during the 1998-99 academic year or thereafter. Wisconsin residents who enrolled in the UM-Twin Cities Business Master programs prior to the beginning of the 1998-99 academic year will be charged the UW-Madison Business Masters program resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota - Twin Cities Business Masters Program. (Currently, students taking 12 - 19 credits are charged the term rate, students taking 1- 11 credits are charged the per credit rate and students taking more than 19 credits are charged the term rate plus the per credit rate for each additional credit over 19 credits. This is subject to any changes taking place for the 1999-2000 academic year.) Those students enrolled prior to the first semester of the 1989-90 academic year will be charged the higher of the UW-Madison graduate resident tuition rate or the UM- Twin Cities graduate resident tuition rate.

#### **UW-MILWAUKEE**

**Graduate Rate** (per semester term/per semester credit) Minnesota residents attending UW-Milwaukee will be charged the higher of the UW-Milwaukee graduate resident tuition rate or the UM-Duluth graduate resident tuition rate. Students taking 8+ credits per term will be charged the per term rate. Students taking 1-7 credits will be charged the per credit rate.

**Business Masters** (per semester term/per semester credit) Minnesota residents attending UW-Milwaukee will be charged the higher of the UW-Milwaukee Business Masters resident tuition rate or the UM-Duluth Business Masters resident tuition rate if they first enrolled in the program during the 1998-99 academic year or thereafter. Minnesota residents who enrolled in the UW-Milwaukee Business Master program prior to the beginning of the 1998-99 academic year will be charged the UM-Duluth graduate school resident tuition rate. Students taking 8+ credits will be charged the per term rate. Students taking 1-7 credits will be charged by the per credit rate.

#### **UM-DULUTH**

**Graduate Rate** (per semester term/per semester credit) Wisconsin residents attending UM-Duluth will be charged the higher of the UM-Duluth graduate resident tuition rate or

the UW-Milwaukee graduate resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota - Duluth Graduate School. (Currently, students taking 7 - 14 credits are charged the term rate, students taking 1- 6 credits are charged the per credit rate and students taking more than 14 credits are charged the term rate plus the per credit rate for each additional credit over 14 credits. This is subject to any changes taking place for the 1999-2000 academic year.)

**Business Masters** (per semester term/per semester credit) Wisconsin residents attending UM-Duluth will be charged the higher of the UM-Duluth Business Masters resident tuition rate or the UW-Milwaukee Business Masters resident tuition rate if they first enrolled in the program during the 1998-99 academic year or thereafter. Wisconsin residents who enrolled in the UM-Duluth Business Master programs prior to the beginning of the 1998-99 academic year will be charged the UW-Milwaukee Business Masters program resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota - Duluth Business Masters Program. (Currently, students taking 12 - 19 credits are charged the term rate, students taking 1- 11 credits are charged the per credit rate and students taking more than 19 credits are charged the term rate plus the per credit rate for each additional credit over 19 credits. This is subject to any changes taking place for the 1999-2000 academic year.) Those enrolled prior to the first semester of the 1989-90 academic year will be charged the higher of the UW-Milwaukee graduate resident tuition rate or the UM-Duluth graduate resident tuition rate.

#### **WISCONSIN UNIVERSITY COMPREHENSIVE**

**Graduate Rate** (per semester term/per semester credit) Minnesota residents attending Wisconsin University Comprehensives will be charged the higher of the Wisconsin University Comprehensive graduate resident tuition rate or the Minnesota State University graduate resident tuition rate. Students taking 9+ credits will be charged the per term rate. Students taking 1-8 credits will be charged by the per credit rate.

**Business Masters** (per semester term/per semester credit) Minnesota residents attending Wisconsin University Comprehensive Business Masters will be charged the higher of the Wisconsin University Comprehensive Business Masters resident tuition rate or the Minnesota State University Business Masters resident tuition rate. Students taking 9+ credits will be charged the per term rate. Students taking 1-8 credits will be charged by the per credit rate.

## **MINNESOTA STATE UNIVERSITIES**

**Graduate Rate** (per semester credit) Wisconsin residents attending Minnesota State Universities will be charged the higher of the Minnesota State Universities graduate resident tuition rate or the Wisconsin University Comprehensive graduate resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the Minnesota State Universities graduate programs.

**Business Masters** (per semester credit) Wisconsin residents attending Minnesota State Universities Business Masters will be charged the higher of the Minnesota State Universities Business Masters resident tuition rate or the Wisconsin University Comprehensive Business Masters resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the Minnesota State Universities Business Masters program. Those students enrolled prior to the first semester of the 1989-90 academic year will be charged the higher of the Minnesota State Universities graduate resident tuition rate or the Wisconsin University Comprehensive graduate resident tuition rate.

## **C. Professional Students**

### **UW-MADISON**

**Law** (per semester term/per semester credit) Minnesota residents enrolled at UW-Madison Law school will be charged the higher of the UW-Madison Law school resident tuition rate or the UM-Twin Cities Law school resident tuition rate. Students taking 12+ credits will be charged the per term rate. Students taking 1-11 credits will be charged by the per credit rate.

**Pharm.D.** (per semester term/per semester credit) Minnesota residents enrolled at UW-Madison Pharm.D. will be charged the higher of the UW-Madison Pharm.D. resident tuition rate or the UM-Twin Cities Pharm.D. resident tuition rate. Students taking 12+ credits will be charged the per term rate. Students taking 1-11 credits will be charged by the per credit rate.

### **UM-TWIN CITIES**

**Law** (per semester term/per semester credit) Wisconsin residents who enrolled at the UM-Twin Cities Law school after the 1995-96 academic year will be charged the higher of the UM-Twin Cities Law School resident tuition rate or the UW-Madison Law school resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota - Twin Cities Law School. (Currently, students taking

12 or more credits are charged the term rate and students taking 1- 11 credits are charged the per credit rate. This is subject to any changes taking place for the 1999-2000 academic year.) Wisconsin residents who enrolled at the UM-Twin Cities Law School before or during the 1995-96 academic year will be charged the UW-Madison Law school resident tuition rate.

**Pharm.D.** (per semester term/per semester credit) Wisconsin residents attending UM-Twin Cities Pharm.D. will be charged the higher of the UM-Twin Cities Pharm.D. resident tuition rate or the UW-Madison Pharm.D. resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota - Twin Cities College of Pharmacy. (Currently, students taking 14 or more credits are charged the term rate and students taking 1- 13 credits are charged the per credit rate. This is subject to any changes taking place for the 1999-2000 academic year.)

Eligible students enrolled in professional academic programs not available in their home state will be charged the resident tuition of the school attended.

4. **Institutional Procedures.**

After each academic term, each administering agency will provide three copies of the cooperatively designed final certification (enrollment status) list to the other state's participating public institutions. The list will include the names of all students who have been certified as eligible for participation in the reciprocity agreement during that term. Using these lists, each institution will enter the number of credits carried by category (undergraduate or graduate) and the amount of the reciprocity tuition paid by each student certified. The institutions will cross out the names of these certified students who did not enroll or withdrew at any time during the period of that term for which the student is eligible for a tuition/fee refund. The institutions will certify by signature for correctness of this data and will send two copies of this completed certification list to the administering agency in their home states. Nothing shall prohibit participating schools and agencies from exchanging data in electronic format.

5. **Agency Procedures**

A. Each administering agency will be responsible for the timely return of the completed certification lists from the institutions in its home state. The administering agency will forward one copy of each institution's completed certification list to the administering agency in the other state.

B. The data provided by the institutions for each term on the certification lists will be balanced for each institution and any adjustments adequately documented for subsequent auditing.

C. Once the data for each term have been balanced, a copy of the results will be supplied to the agency in the other state, along with a report of the number of undergraduate and graduate students for whom nonresident tuition has been waived under the agreement. Each state will certify to the other state the number of students, the number of credits carried and the total amount of reciprocity tuition paid by each student at each institution. Student and credit hour totals for each institution will be grouped by category and the school and category totals will be grouped by each agency. This information will be used by each state to facilitate the computation of the net interstate reimbursement obligation and to monitor institutional reporting. The deadline for such reconciliation for each term shall be 90 days from the conclusion of that term. Subsequent changes to institutional certifications shall be only with consent of both agencies.

D. The net state reimbursement obligation will be calculated and paid in a manner described in the Agreement.

6. **Common Data Format and Coordinated Planning**

To insure compatibility of information pertaining to the program, both agencies will adopt a common data format and share data maintenance and reporting responsibilities.

To improve the information about the program for purposes of research, planning and evaluation, both agencies agree to collect and maintain any mutually agreed upon data.