

# INTERAGENCY AGREEMENT

## BETWEEN

### THE NEBRASKA LIQUOR CONTROL COMMISSION AND

### THE NEBRASKA MEDICAL CANNABIS COMMISSION

This interagency agreement, including any addenda and attachments (collectively, "Agreement"), is entered into by and between the Nebraska Liquor Control Commission ("LCC") and the Nebraska Medical Cannabis Commission ("MCC") (collectively, "Parties").

**PURPOSE:** The purpose of this Agreement is to

#### 1. DURATION

- 1.1. **TERM.** This Agreement is in effect from September 1, 2025 or the date of execution, whichever is later, through June 30, 2026.
  - 1.1.1. This Agreement may be renewed for two (2) additional one (1) year periods, as mutually agreed upon in writing by the parties.
  - 1.1.2. The continuation of this agreement beyond the initial term of the agreement is contingent upon appropriation sufficient for the LCC to commit to its obligations under the agreement without impeding its own operations.
- 1.2. **TERMINATION.** This Agreement may be terminated, in whole or in part, at any time upon mutual written consent, or by either party for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. Either party may also terminate the Agreement to the extent otherwise provided herein. Upon either termination or expiration of this Agreement, the Parties shall confer as to the disposal of any real or personal property involved in the Agreement, and agree, in writing, as to the manner or method of disposal.

#### 2. RESPONSIBILITIES

- 2.1. **LCC** shall do the following to the extent it would not limit or impede LCC's core mission:
  - 2.1.1. Provide administrative support for all MCC meetings, including hearing room reservation and set up, copies of all necessary documents, building signage as needed for the meeting, and ensuring all requirements of the Nebraska Open Meetings Act, Neb. Rev. Stat. § 84-1407 to 84-1414, are met.
  - 2.1.2. Provide and maintain the MCC website or landing page.
  - 2.1.3. Provide administrative support for the MCC regulation promulgation process.
  - 2.1.4. Provide administrative support for any MCC procurement.
  - 2.1.5. Provide the MCC with access to and usage of the LCC licensing software and technical assistance, as needed.
  - 2.1.6. Provide administrative support for the development of licensure applications in the LCC licensing software.
  - 2.1.7. Assist MCC with application and license processing administrative duties.
  - 2.1.8. Assist MCC with background check receipt and review, including technical assistance with automation and electronic information sharing with the Nebraska State Patrol, as allowed by law.
  - 2.1.9. Assist with personnel matters and provide expense reimbursement support.
  - 2.1.10. Provide office space, equipment, and training to support staff.
  - 2.1.11. Designate a point of contact to serve as a liaison between the LCC and MCC.
  - 2.1.12. Provide administrative support for handling, maintaining, or production of MCC records.
- 2.2. **MCC** shall do the following:
  - 2.2.1. Coordinate with LCC to obtain sufficient funds and spending authority to fund the services identified in this agreement.
  - 2.2.2. Provide the LCC with direction for the identified services and respond to LCC's requests for information and guidance related to the terms set forth in this agreement.

2.2.3. Designate a point of contact to serve as a liaison between the MCC and LCC.

- 2.3. *Best Efforts*. The Parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure of one party to perform its responsibilities shall not relieve the other party of its responsibilities.

### **3. BUDGET AND FUNDING**

- 3.1. The parties will cooperate to submit a budget modification adjustment request(s), as allowed in the state budget process, to request sufficient funds and spending authority to fund the services identified in this agreement.
- 3.2. LCC will utilize existing operational funds and authority to support the services identified in this agreement. LCC operational fund utilization shall not exceed \$150,000.
- 3.3. LCC will utilize existing personal service line (PSL) funds to support the services identified in this agreement. LCC PSL funds shall not exceed \$30,000.

### **4. WRITTEN AGREEMENT**

- 4.1. *Amendment*. This Agreement may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- 4.2. *Integration*. This written Agreement constitutes the entire agreement between the Parties, and any prior or contemporaneous representations, promises, or statements by the Parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Agreement.
- 4.3. *Severability*. Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.
- 4.4. *Survival*. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

### **5. COMPLIANCE WITH LAW**

- 5.1. *Civil Rights and Equal Employment Opportunity Law*. The Parties shall comply with all applicable local, state and federal law regarding civil rights, including, but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 5.2. The Parties shall comply with all other applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.

### **6. INDEPENDENT AGENCIES**

- 6.1. LCC and MCC are independent commissions within the State of Nebraska. This Agreement shall not create an employer-employee relationship between the Parties or between any of the employees of one party with the other party. The Agreement does not create a business partnership or joint venture under Nebraska law. LCC is not assuming any policy or decision making authority on behalf of the MCC.

### **7. LIABILITY**

- 7.1. Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns, or by third persons shall be determined according to applicable law.
- 7.2. Nothing in this Agreement shall relieve either party of any obligation or responsibility imposed upon it by law.

## 8. RECORDS

- 8.1. The Parties agree to provide LCC reasonable access to MCC's records as necessary, to ensure compliance with any funding requirements, to provide records for any federal or state oversight authority, or to carry out responsibilities under this agreement.
- 8.2. The Parties shall maintain all records related to this Agreement as consistent with any applicable record retention schedules, or any other retention requirement mandated by law.

## 9. NO THIRD PARTY BENEFICIARY RIGHTS

- 9.1. No individual or entity not a party to this Agreement is an intended beneficiary of this Agreement, and no individual or entity not a party to this Agreement shall have any right to enforce any term of this Agreement.

## 10. ADDENDA

**Instructions – If no addenda being used, delete this section entirely, and delete instructions.**

- A.
- B.

## 11. ATTACHMENTS

**Instructions – Add any additional documents (such as a statement of work or funding conditions) to be attached to the Agreement as Attachments. If no attachments, delete this section entirely, and delete instructions.**

- 1.
- 2.

## 12. NOTICES

- 12.1. Notices shall be in writing and shall be effective upon mailing. All written notices shall be sent to the following addresses:

FOR LCC:  
NAME:  
Nebraska Liquor Control Commission  
Address  
City, State, Zip  
Phone  
E-mail

FOR MCC:  
NAME  
Nebraska Medical Cannabis Commission  
Address  
City, State, Zip  
Phone  
E-mail

- 12.2. Either party may change the individual to be notified under this section via letter sent by U.S. Mail, postage prepaid, or via e-mail.

**IN WITNESS HEREOF**, each party hereto has caused this Agreement to be executed by a duly authorized representative, who, by signing below, warrants that he or she has the authority to legally bind the party to this Agreement, and, if applicable, that this Agreement has been authorized by the party's governing body.

FOR LCC:

FOR MCC:

\_\_\_\_\_  
Name  
Title

Nebraska Liquor Control Commission

\_\_\_\_\_  
Name  
Title

Nebraska Medical Cannabis Commission

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT

# ADDENDUM [ ] DATA SHARING AGREEMENT

BETWEEN

NEBRASKA MEDICAL CANNABIS COMMISSION

AND

NEBRASKA LIQUOR CONTROL COMMISSION

## I. PURPOSE

This Data Sharing Agreement is entered on this [ ] day of [MONTH] in the year, [####] by the Nebraska Medical Cannabis Commission (“MCC”) and the Nebraska Liquor Control Commission (LCC). The MCC and the LCC hereinafter jointly referred to as “Parties” or individually as a “Party.” The purpose of this Data Sharing Agreement is to share data between the parties as necessary to complete the services set forth in this agreement.

## II. CONTACT PERSONS AND MONITORING

WHEREAS, Parties agree to designate individuals to serve as contact persons specific to this Data Sharing Agreement. The designated individuals shall be responsible for ensuring data is used and disclosed in accordance with this Data Sharing Agreement. The designated individuals will also be charged with monitoring the processes of this Data Sharing Agreement to ensure success of implementation and said outcomes. The parties have designated the following individuals as contacts:

MCC:

Name, Title

Nebraska Medical Cannabis Commission

Email

Phone #

LCC:

Name, Title

Nebraska Liquor Control Commission

Email

Phone #

## III. AGREEMENT TERMS

Parties agree to the following:

### 1. Definitions.

- a. “Agreement” is this data sharing agreement, including its exhibits, attachments, and amendments.
- b. “Applicable Law” means all national, state, and local laws, rules, and regulations that apply to the Parties’ activities.
- c. “Authorized Users” means a person who is authorized to receive, maintain, process, view, handle, examine, interpret, or analyze the data and has agreed to the restrictions imposed under this Agreement.

- d. "Data" means any communication or record, whether oral, written, electronically stored, electronically transmitted, or in any other form, provided or made available pursuant to this Agreement.
- e. "Confidential data" means all data owned, managed, created, or received for or on behalf of MCC that is protected by Federal or State information, security, privacy, or confidentiality laws, or rules.
- f. "Breach" means an impermissible use or disclosure of electronic or non-electronic data by an unauthorized person or for an unauthorized purpose that compromises security or privacy, and the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft.

2. Scope.

- a. This Agreement shall encompass the transmission, use, storage, and disposition of data and data sets listed in Appendix A.
  - b. Authorized Users
    - i. [list authorized users]
  - c. Authorized Uses
    - i. [OPTION #1] [list authorized uses]
    - ii. [OPTION #2] Parties may only use the data and data sets listed in Appendix A for the purpose set forth in Section I of this Agreement and cannot otherwise use or disclose the data and data sets unless required by applicable law or authorized by this Agreement.
  - d. [DATA GOES ONE WAY] Transmission of Data – [[OPTION #1]] Data shall be transmitted from [ORGANIZATION ACRONYM #1] to [ORGANIZATION ACRONYM #1] one time using the transmission methods listed below. [[OPTION #2] Data shall be transmitted from [ORGANIZATION ACRONYM #1] to [ORGANIZATION ACRONYM #1] using the transmission methods listed below on a [daily, weekly, monthly, yearly] basis.  
[DATA GOES TWO WAYS] Transmission of data – [[OPTION #1]] Data shall be transmitted between Parties one time using the transmission methods listed below. [[OPTION #2] Data shall be transmitted between Parties using the transmission methods listed below on a [daily, weekly, monthly, yearly] basis.
    - i. Parties shall use appropriate technical, physical, and administrative safeguards for the secure transmission of confidential data.
- e. Secure Data Storage
  - i. Parties shall use appropriate technical, physical, and administrative safeguards for the secured storage of confidential data.
- f. Permitted Disclosures – Parties [[OPTION #1] may disclose data or data sets listed in Appendix A only to Authorized Users. Parties must ensure Authorized Users agree to the same restrictions and conditions that apply to the Parties subject to this Agreement.] [[OPTION #2] may not disclose data or data sets listed in Appendix A to any third party, including any agent or contractor, without prior written consent.]
- g. Monitoring Processes
  - i. The transmission, storage, and use of the data and data sets included in Appendix A shall be monitored by the designated individual listed in section II. [[OPTIONAL] MCC reserves the right to designate additional individuals, including [LIST INDIVIDUALS], to monitor these processes. Monitoring processes include:
    - 1. [LIST DATA MONITORING PROCESSES]

3. Data Ownership.
  - a. MCC shall retain all ownership interests in data and data sets provided by MCC, as indicated in Appendix A.
  - b. LCC shall retain all ownership interests in the data provided by LCC, as indicated in Appendix A.
  - c. Neither Party shall obtain any ownership interest in the data or data sets provided by the other Party without explicit written consent.
4. Confidentiality
  - a. The Parties acknowledge that applicable laws are in place to protect client confidentiality and privacy. Any sharing or disclosing of legally protected information between the parties to this Agreement shall fully comply with applicable laws.

#### IV. WITNESS WHEREOF

##### Nebraska Medical Cannabis Commission

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

##### Nebraska Liquor Control Commission

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date