Memorandum of Understanding
Between
Maryland Longitudinal Data System Center,
University of Maryland, Baltimore on behalf of the
University of Maryland School of Social Work,
and
University of Maryland, College Park

This Memorandum of Understanding (MOU) is entered into between the Maryland Longitudinal Data System Center (MLDSC) and the University of Maryland, Baltimore, on behalf of the University of Maryland, School of Social Work (UMB) in partnership with the University of Maryland, College Park (UMCP), on this _____ day of June, 2016.

Whereas, faculty at UMB and UMCP as the Research Branch of the MLDSC generated research ideas, designed and developed a project, and wrote the proposal to create and field test synthetic data sets using Maryland's Longitudinal Data System to expand data access and therefore research capacity which was included in the proposal submitted by the Maryland State Department of Education (MSDE) for the 2015 SLDS Grant Program: 84.372A *Building Capacity to Utilize Data to Inform Instructional Practices and Improve Student Outcomes* (2015 SLDS Grant);

Whereas, the Institute for Education Sciences awarded MSDE a grant (2015 SLDS Grant) based, in part, upon the proposal submitted by MSDE and the MLDSC for the development of such synthetic data sets (and an evaluation of the feasibility of use to prevent data disclosure);

Whereas, the Maryland Longitudinal Data System contains data provided by the "source agencies," Maryland State Department of Education (MSDE), Maryland Higher Education Commission (MHEC) and the Maryland Department of Labor, Licensing and Regulation (DLLR), who each have a Data Sharing Agreement with MLDSC that controls the confidentiality, use and access regarding the data that has priority over any other agreement that MLDSC may choose to execute;

Therefore, for good and valuable consideration, the parties agree to the following terms and conditions.

Section 1. Research Services

a. Research - The research services provided by UMB and UMCP shall include all services necessary to carry out the synthetic data project described in the 2015 SLDS Grant application *(5.1 Objective: Improve Accessibility of Data for Research and Evaluation)*, attached and incorporated herein as Appendix A.
b. As integral to the research services described above, UMB shall take the lead with the involvement of UMCP to:
    i. Recruit, hire, and supervise one database manager and one project coordinator to provide technical assistance on the project;
    ii. Procure, install, and maintain up to two servers for use with the project; and
    iii. Coordinate the selection and manage all aspects of the convening of an end user group and an expert consultant group.

Section 2. Staff Responsibilities

a.   All university faculty and staff assigned and contractors hired to work on the synthetic data project that is the subject of this MOU shall:

  i. Complete the Collaborative Institutional Training Initiative (CITI Program) to ensure understanding of behaviors necessary to enhance the integrity and professionalism of investigators and staff conducting research; and

  ii. Provide signed time sheets to the MLDSC Executive Director for any hours that are worked in fulfillment of this MOU, as set forth *infra* at Section 6(d).

b.   Prior to university faculty or staff being assigned or a contractor being hired to work on the synthetic data project and having access to or use of the SLDS system, including the ODS or otherwise having access to de-identified unit-record level data, or de-identified, aggregate data that has not undergone a FERPA suppression check for small cell size the faculty, staff or contractor must be appointed as authorized staff of the Center by the Executive Director pursuant to COMAR 14.36.06. The appointment process requires the completion of the following:

i.	A criminal background check;
ii.	Security training outlined in the MLDSC's *Rules of Security Behavior;*
iii.	A User Access Request Form;
v.	Review the MLDSC's *Data Security and Safeguarding Plan* and sign the acknowledgement form;
vi.	Review and execute all necessary administrative forms of the MLDSC; and
vii.	Review, and sign an acknowledgement confirming review of the Data Sharing Agreements between the MLDSC and the Maryland Department of Labor, Licensing & Regulation, Maryland State Department of Education, Maryland Higher Education Commission and Maryland Motor Vehicle Administration.

c. If any university faculty and staff and/or contractors hired to work on the synthetic data project have a criminal history background investigation which indicates that the individual has been convicted of a felony of any nature or any crime which qualifies as an infamous crime (including treason, felony, perjury, forgery, obstruction of justice and misdemeanors involving dishonesty) under Maryland law, whether a felony or a misdemeanor, occurring within ten (10) years of the date of hire or commencement on work on this project, the university staff and/or contractor will be prohibited from working on the synthetic data project.

d. Any university faculty, staff and/or contractors hired to work on the synthetic data project who do not undergo a criminal background check will not be considered "authorized staff" of the Center pursuant to Md. Code, Ed. Art. §24-703(g) and COMAR 14.36.06.01 and will not be permitted to view any data charts, reports, notes, or comments of any data from the SLDS system which has not been de-identified, aggregated and reviewed for FERPA compliance based on small cell size.

Section 3. Data Rights and Publications

a.   All documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical drawings, artwork, computations, and research prepared by UMB and/or UMCP under the terms of this MOU shall be defined for purposes of this MOU as Research Output. Research Output does not include de-identified unit record level data available to the researchers in fulfillment of this project pursuant to the MOU. Research Output may include aggregate, de-identified data.

b.　All Research Output shall be owned by the MLDSC, subject to UMB's and/or UMCP's right to use the Research Output in accordance with the terms of this MOU, and subject to the provisions of 2 CFR §200.315. MLDSC shall have the right to use the Research Output without restriction and without compensation to UMB and/or UMCP other than the consideration specifically provided by this MOU. Although the MLDSC shall exclusively own the Research Output, UMB and/or UMCP retain the right to further develop the Research Output for research and educational purposes from aggregate, de-identified data sets. UMB and/or UMCP may copyright the subsequent products it develops derived from the Research Output for research and educational purposes. Any subsequent products derived from the Research Output by UMB and/or UMCP must provide attribution to the MLDSC as the source of the data relied upon therein and include the required attribution statement regarding funding for the grant as set forth in subsection (c), *infra*.

c.　Additional collaborative work by and between UMB and/or UMCP and the MLDSC which generates additional Research Output above and beyond what is contemplated by this MOU as defined in the *Research Scope of Work* and any amendments thereto as set forth in Section 1, *supra*, may be used by UMB and/or UMCP at any time for research and educational purposes, following the same requirements of attribution set forth herein.

d.　All Research Output of the MLDSC or any works derived therefrom by UMB and/or UMCP must include the following statements, pursuant to 34 CFR Part 75: "The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government."

e.　MLDSC may copyright any materials generated as Research Output under this MOU, and UMB and/or UMCP may copyright any subsequent work derived from the Research Output falling outside the scope of this MOU as authorized by 2 CFR §200.315(b). The U.S. Department of Education, including but not limited to the Institute of Education Sciences (IES), reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. 2 CFR §200.315(b).

f.　In accordance with applicable federal and state confidentiality and privacy laws including but not limited to 20 CFR Part 603, the Federal Government has the right to (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

g.　The MLDSC, UMB and UMCP understand and acknowledge the duties and responsibilities set forth at 2 CFR §200.315(e) concerning cooperation with the U.S. Department of Education regarding any Freedom of Information (FOIA) requests for research data related to published research findings produced under a Federal award that may be used by the U.S. Department of Education in developing an agency action that has the force and effect of law. All parties will work cooperatively to respond to any such requests applicable to the 2015 SLDS Grant award.

h.　Publications, conference papers, technical reports, policy papers, research syntheses and other education-related materials created by the MLDSC, UMB and/or UMCP pursuant to the 2015 SLDS Grant, provided all such materials include only aggregate level data and no confidential Student or Workforce Data which would otherwise be prohibited from disclosure under 20 CFR Part 603 or FERPA must be submitted to the Education Resources Information Center (ERIC). Any such materials shall not contain any data which would otherwise be prohibited from disclosure under 20 CFR Part 603, FERPA, or any other State or federal statute or regulation prohibiting disclosure.

i.　MLDSC recognizes that, under University System of Maryland Policy on Classified and Proprietary Work, the Research Output must be publishable and available to UMB and/or UMCP for use in subsequent scholarly research and presentation. Additionally, MLDSC is committed to open and transparent government and recognizes that the ability of UMB and/or UMCP to publish research findings is a critical part of ensuring transparency and advancing knowledge and

scholarship on the research topics. MLDSC agrees that UMB and/or UMCP Personnel will be permitted to present the methods of the project work and the Research Output at symposia and professional meetings, and to publish in journals, theses, dissertations, or other publications or presentations of their own choosing in accordance with this Section 3.

j. UMB and/or UMCP personnel shall furnish MLDSC a copy of any proposed UMB and/or UMCP publication relying on the Research Output at least forty-five (45) days in advance of the submission for publication. MLDSC shall have thirty (30) days after receipt of the proposed publication to review and comment.

k. If UMB and/or UMCP submit an abstract for a presentation which relies upon the Research Output, and the abstract is accepted, UMB and/or UMCP must provide the MLDSC with the opportunity to review and comment upon the Research Output intended to be relied upon in the presentation. UMB and/or UMCP shall ensure that the MLDSC has a minimum of ten (10) days in which to conduct the review and provide its feedback.

l. In certain circumstances, it may be necessary for MLDSC or the source agency to request delay of a publication, or alteration of a presentation in order to comply with legal restrictions surrounding the source data. Should MLDSC inform UMB and/or UMCP that any of the following situations apply, UMB and/or UMCP shall delay publication or presentation until such time as the legal impediments have been resolved:

  i. The proposed publication or presentation relies on data that have been embargoed by a non-state entity (*i.e.*, the U.S. Department of Education);

  ii. The proposed publication or presentation relies on data which are subject to an enforcement action against the MLDSC and/or one of the State agencies supplying data to the MLDSC pursuant to Md. Code, Ed. § 24-707;

  iii. The proposed publication or presentation relies on previously unreleased data that are the subject of a pending lawsuit against the State or one of the local education agencies; or

  iv. The Office of the Attorney General has advised that there is another legal impediment related to the source data facing the MLDSC or the State agencies contributing the data to the MLDSC.

m. Should the MLDSC learn that any of the above situations apply to data upon which UMB and/or UMCP have relied for work pursuant to this MOU, MLDSC shall inform UMB and/or UMCP, and the agency that was the source of the data, of the situation in writing, and shall provide details regarding the nature of the legal impediment and the data at issue. If upon receipt of such written notification UMB and/or UMCP provides MLDSC and the source agency with a written proposal to delete the affected data from the publication or presentation in order to avoid delay, MLDSC and the source agency shall review UMB's and/or UMCP's written proposal, provide reasonable consideration to the request, and make a timely determination on the request. It is the intent of UMB and/or UMCP and the MLDSC that the parties not unreasonably delay the publication or presentation of research utilizing the Research Output generated under this MOU.

Section 4. Period of Performance

a. This MOU shall be effective from January 1, 2016 through June 30, 2020.

b. It may be extended by an amendment, subject to review by all parties, and if acceptable, signed by each party's authorized official.

c. MLDSC may unilaterally terminate this MOU if:

  i. The MLDSC Governing Board makes a determination that the work of UMB and/or UMCP is deficient and issues a written notice to cure to UMB and/or UMCP; and

  ii. At the expiration of the sixty (60) day period following issuance of the notice to cure the Governing Board determines that a sufficient corrective action plan has not been developed and/or satisfactory implementation begun.

d. This MOU may be terminated by mutual written agreement of the parties.

Section 5. Funding

a. MLDS agrees to pay UMB and UMCP for work on the synthetic data project up to the amount of available funds pursuant to the budget established in the 2015 SLDS Grant.
b. An annual project budget shall be developed and incorporated into this MOU as Appendix B.
    i. UMB, UMCP and the MLDSC shall amend Appendix B prior to the start of each fiscal year.
    ii. The amendment shall be reviewed by both parties, and if acceptable, signed by each party's authorized official.

Section 6. Payments

a. UMB, UMCP and the MLDSC acknowledge and agree that the budget and payment process under this MOU shall be structured as a cost reimbursable fund. UMB will invoice MLDSC to request reimbursement for costs of UMB and UMCP.
b. Reimbursement will be made via R*Stars transfer to UMB.
c. UMCP shall invoice UMB for services rendered. UMCP shall provide UMB with the supporting documentation and follow the provisions set forth at Section 6(d), *infra*, for all invoices related to this MOU.
d. UMB shall submit quarterly invoices to the MLDSC at 525 West Redwood Street, Baltimore, MD 21201.
    i. If the invoice includes research services, the researcher(s) shall provide a signed time sheet identifying the project, the hours worked, and a brief description of the work conducted.
    ii. If the invoice includes equipment or non-research related services, the invoice shall include a product or service description and a vendor receipt (if applicable) along with the bar code that has been affixed to the item.
    iii. The total amount of invoices submitted may not exceed the amount stated in Appendix B.
e. MLDSC agrees to make payments to UMB upon receipt of invoices and all supporting information from UMB within thirty (30) days of receipt.
f. MLDSC shall maintain a system sufficient to allow an audit of compliance, and MLDSC, UMB and UMCP shall work cooperatively to develop appropriate procedures for complying with the State of Maryland's fiscal requirements.
g. UMB, UMCP and the MLDSC shall maintain supporting documentation in sufficient detail to support the reimbursement requests.

Section 7. Indirect Costs

a. UMB and UMCP agree to an indirect cost rate not to exceed 26%.
b. Indirect costs may not increase the budget or limit the required deliverables proposed in the 2015 SLDS Grant application.
c. UMB may not assess any indirect costs against charges from UMCP for which indirect costs have already been assessed.

Section 8. Applicable Law

This MOU shall be construed and enforced according to the laws of the State of Maryland without reference to Maryland's internal choice of law rules.

Section 9. Complete Agreement

This MOU represents the complete, total, and final agreement of the parties. No other agreements or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or to bind the parties hereto at the time of execution.

In witness whereof, each party has caused this MOU to be executed by its authorized officer, agent or official.

On Behalf the Governing Board of the Maryland Longitudinal Data System Center

_____   _____
Ross Goldstein, Executive Director   Date
Maryland Longitudinal Data System Center
550 W. Baltimore Street
Baltimore, MD 21201

On Behalf of the University of Maryland, Baltimore on behalf of the University of Maryland School of Social Work

_____   _____
Dennis Paffrath, Assistant Vice President   Date
Sponsored Programs Administration
Office of Research and Development
620 W. Lexington Street, 4th Floor
Baltimore, MD 21201

On Behalf of the University of Maryland College Park

_____   _____
Christopher Jones, Contract Administrator   Date
Division of Research, Office of Research Administration
Room 3112 Lee Building
7809 Regents Drive
College Park, MD 20742-5141

Approved as to form and legal sufficiency

On behalf of Maryland Longitudinal Data System Center

This _____ day of _____, 2016

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Assistant Attorney General MLDSC and Governing Board