

**Memorandum of Understanding
Between Maryland Longitudinal Data System Center
and
The University of Maryland, Baltimore**

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 its School of Social Work (UMB) on this _7_ day of February, 2014.

Whereas, the MLDSC Governing Board, in concert with education and government policy makers, have prioritized research questions for education research and policy development;

Whereas, MLDSC's prioritized research questions require the establishment and services of a research and policy branch to fulfill a key mission of the MLDSC by providing data and research that will help guide Maryland education policy decisions;

Whereas, UMB has the faculty and expertise to establish such a research and policy branch for the MLDSC, which can provide the necessary research skills and information to help policy makers formulate data driven decisions;

Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Research Services

1.1 Required Research

- a. UMB agrees to use reasonable efforts to perform the research services described in the *Research Scope of Work*.
- b. The *Research Scope of Work* is incorporated into this agreement, shown in Appendix A.

1.2 Amendments

- a. UMB and MLDSC may, from time-to-time, amend the research requirements and priorities provided in *Research Scope of Work*.
- b. Proposed amendments must be reviewed by both parties, and if acceptable, signed by each party's authorized official.

1.3 Limitations on Use of System

The longitudinal data system maintained by MLDSC may only be used by authorized staff of the MLDSC for projects and research described in the *Research Scope of Work*.

Section 2. Staffing Services

2.1 Associate Director

- a. UMB shall assign a faculty member to serve as the Associate Director of the Research and Policy Services Branch of the MLDSC.
- b. The assignment of the Associate Director must be reviewed and approved by the MLDSC Executive Director.
- c. The Associate Director shall:
 - i. Lead all research efforts specified in the *Research Scope of Work*.
 - ii. Serve as the primary point of contact at UMB for all matters relating to research and policy activities of the MLDSC;

- iii. Participate in periodic meetings among associate directors to coordinate MLDSC work and activities.

2.2 Replacement of the Associate Director

- a. The Associate Director may be replaced if:
 - i. The MLDSC Executive Director, after consultation with UMB's Dean of the School of Social Work (SSW), determines that the Associate Director is not adequately performing the duties assigned under this MOU; or
 - ii. UMB's Dean of the School of Social Work, after consultation with MLDSC's Executive Director, determines that there is sufficient justification to assign a different faculty member to serve as the Associate Director.
- b. The assignment of a replacement Associate Director must be reviewed and approved by the MLDSC Executive Director, as well as reduced to writing by amending this MOU.

2.3 Other staff researchers

- a. The Associate Director may propose to the MLDSC Executive Director additional staff to work on MLDSC research projects.
- b. Additional staff may be from UMB or other institutions within the University System of Maryland and may include full or part-time students.
- c. Staff proposed by the Associate Director must be approved by MLDSC's Executive Director and access to the MLDS may only be authorized by the Executive Director.
- d. All staff that work for the MLDSC, including the Associate Director, shall comply with the MLDS Governing Board's *Data Security and Safeguarding Plan Version 2.0* (December 13, 2013), and any subsequent versions or amendments thereto, as approved by the MLDS Governing Board, incorporated by reference herein.

2.4 Staff Requirements – All staff shall:

- a. Sign a non-disclosure agreement relating to confidentiality of student and workforce data.
- b. Complete a criminal background check;
- c. 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;
- d. Comply with all requirements of the MLDSC Data Security and Safeguarding Plan; and
- e. Provide signed time sheets to the MLDCS Executive Director for any hours that are worked in fulfillment of this MOU.

Section 3. In-kind contributions provided by UMB

UMB will provide the following in-kind contributions in support of the MLDSC:

- a. An office for the MLDSC Executive Director, a cubicle for an administrative associate, and six additional workstations;
- b. Phones;
- c. Necessary utilities;
- d. Access to conference rooms; and
- e. Office Furniture.

Section 4. 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 under the terms of this MOU shall be defined for purposes of this MOU as Research Output. All Research Output shall be owned by

MLDSC, subject to UMB's right to use the Research Output in accordance with the terms of this MOU. MLDSC shall have the right to use the Research Output without restriction and without compensation to UMB other than the consideration specifically provided by this MOU. Although the MLDSC shall exclusively own the Research Output, UMB retains the right to further develop the Research Output for research and educational purposes. UMB may copyright the subsequent products it develops derived from the Research Output for research and educational purposes.

- b. Additional collaborative work by and between UMB and 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 at any time for research and educational purposes.
- c. MLDSC recognizes that, under University System of Maryland Policy on Classified and proprietary Work, the Research Output must be publishable and available to UMB for use in subsequent scholarly research and presentation. Additionally, MLDSC is committed to open and transparent government and recognizes that the ability of UMB to publish research findings is a critical part of ensuring transparency and advancing knowledge and scholarship on the research topics. MLDSC agrees that UMB 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 4.
- d. UMB personnel shall furnish MLDSC a copy of any proposed UMB publication or presentation relying on the Research Output at least forty-five (45) days in advance of the submission for publication or presentation. MLDSC shall have thirty (30) days after receipt of the proposed disclosure to review and comment. In certain circumstances, it may be necessary for MLDSC to request the delay of publications or presentations in order to comply with legal restrictions surrounding the source data. Should MLDSC inform UMB that any of the following situations apply, UMB 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 has 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 is 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 is the subject of a pending lawsuit against the State or one of the local education agencies; or
 - iv. Upon the advice of the Office of the Attorney General that there is another legal impediment related to the source data facing the MLDSC or the State agencies contributing the data to the MLDSC.
- e. Should the MLDSC learn that any of the above situations apply to data that UMB has received for work under this MOU, MLDSC shall inform UMB 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 provides MLDSC with a written proposal to delete the affected data from the publication or presentation in order to avoid delay, MLDSC shall review UMB's written proposal, provide reasonable consideration to the request, and make a timely determination on the request. It is the intent of UMB and MLDSC that the parties not unreasonably delay the publication or presentation of research utilizing the Research Output generated under this MOU.

Section 5. Period of Performance

5.1 Term

This MOU shall be effective from July 1, 2013 through June 30, 2016. It may be extended by an amendment pursuant to § 1.2 of this MOU.

5.3 Termination

MLDSC may unilaterally terminate this MOU if:

- a. The MLDSC Governing Board makes a determination that the work of UMB is deficient and issues a written notice to cure to UMB; and
- b. 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.

Section 6. Funding

6.1 Annual Research Budget

- a. Based on the appropriation received, MLDSC agrees to fund the research performed by UMB pursuant to the *Annual Research Budget*.
- b. The *Annual Research Budget* is incorporated into this agreement, shown in Appendix B.

6.2 Budget Amendments

- a. Based on the appropriation received, UMB and MLDSC shall amend the *Annual Research Budget* prior to the start of each fiscal year.
- b. The amendment shall be executed pursuant to § 1.21(b) of this MOU.

6.3 Special Funding Sources

- a. MLDSC may receive special funding (i.e. federal grants) that requires separate accounting of the services provided for and payments made with those special funds.
- b. In such cases:
 - MLDSC and UMB will either enter into a separate MOU regarding research services to be conducted and paid for with those special funds with a separate *Research Scope of Work* and separate *Annual Research Budget* limited to this special project; or
 - MLDSC and UMB will create an addendum to *Appendix A – Research Scope of Work* that separately lists the research services to be conducted pursuant to the special funds and an addendum to *Appendix B – Annual Research Budget* to establish a separate budget for the research services to be conducted in fulfillment of the requirements of the special funds.
- c. UMB shall account for and create separate invoices for the research services conducted subject to the separate funding source.

6.4 Payments

- a. UMB and MLDSC acknowledge and agree that the budget and payment process under this MOU shall be structured as a reimbursable fund. UMB will invoice MLDSC to request reimbursement.
- b. Reimbursement will be made via R*Stars transfer.
- c. UMB shall submit quarterly invoices to MLDSC at 550 West Baltimore Street, Baltimore, MD 21201.
 - If the invoice includes research services, the UMB researcher(s) shall provide a signed time sheet identifying the project, the hours worked, and a brief description of the work conducted.
 - If the invoice includes equipment or non-research related services, UMB 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.
 - If the invoice is for services provided pursuant to a special funding source as described under subsection 6.3 of this agreement, UMB shall identify the invoice accordingly.
 - The total amount of invoices submitted may not exceed the amount stated in the *Annual Research Budget*, shown in appendix B.

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- d. MLDS Center agrees to make payments to UMB upon receipt of invoices from UMB within thirty (30) days of receipt.
- e. MLDS Center shall maintain a system sufficient to allow an audit of compliance, and UMB and MLDS Center and UMB shall work cooperatively to develop appropriate procedures for complying with fiscal requirements.
- f. UMB and MLDS Center shall maintain supporting documentation in sufficient detail to support the reimbursement requests.

Section 7. Applicable Law

This Agreement shall be construed and enforced according to the laws of the State of Maryland.

Section 8. 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 Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

In witness whereof, the parties have caused this MOU to be executed by its authorized officers, agents or officials.

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

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

Date

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

Amanda C. Snyder, Assistant Director
Sponsored Programs Administration
Office of Research and Development
620 W. Lexington Street, 4th Floor
Baltimore, MD 21201

Date

Approved as to form and legal sufficiency

On behalf of Maryland Longitudinal Data System Center

This ____ day of _____, 2014

Assistant Attorney General MLDS Center and Governing Board