

**Memorandum of Understanding
Between External Researchers and the
Maryland Longitudinal Data System Center**

This Memorandum of Understanding (MOU) is entered into between the Maryland Longitudinal Data System Center (MLDSC) and _____ (External Researcher), on this ___ day of ___ , 20___.

1. Scope and Terms of the Research

The Researcher shall have submitted an MLDSC External Researcher Application for consideration and approval by the MLDSC in accordance with the MLDS Center Policies and Procedures for External Researcher Projects.

The MLDSC will allow access only to the data elements specified in and approved as a part of the Researcher's completed MLDSC External Researcher Application. The MLDSC will not permit access to the data system beyond what is approved for the project. Any amendments required to facilitate access to additional variables or access for an additional time period above and beyond what is approved in the External Researcher Application must be done in conformity with Section 11, *infra* ("Amendments").

The Researcher agrees not to divulge, share, release, disclose, disseminate, or maintain the raw data or any personally identifiable information with anyone who is not Authorized Staff of the Center.

The Researcher agrees that only summary, aggregate data that is pre-approved by the MLDSC and contains no personally identifiable information may be reported by the Researcher in any format, including presentations and publications. When reporting regression results, population sizes reported in results are held to the same suppression rules as all other data tables. The Researcher must follow the Center's protocols for data suppression as set forth in Section 9.1 of the MLDSC Policies and Procedures for External Researcher Projects.

2. Authorized Staff of the Center

The longitudinal data system maintained by the MLDSC shall only be used by Authorized Staff of the MLDSC to perform work on behalf of the MLDSC and State of Maryland. The MLDSC contains data provided by the Maryland State Department of Education, Maryland Higher Education Commission, the Maryland Department of Labor, Licensing and Regulation, and the Maryland Motor Vehicle Administration. Each agency has a Data Sharing Memorandum of Understanding (MOU) with the MLDSC that, along with applicable federal and state law and regulations including but not limited to 20 CFR Part 603 and the Family Educational Privacy Rights Act ("FERPA"), control the confidentiality,

use, re-disclosure, and access regarding the data. Each of these data sharing MOUs are expressly incorporated herein. All External Researchers shall be familiar with and comply with these privacy laws and MOUS, and shall complete the following to become Authorized Staff of the Center:

- A. Sign this MOU.
- B. Sign a non-disclosure agreement (*Rules of Security Behavior for Authorized Staff of the MLDS Center*) relating to the confidentiality of student and workforce data maintained by the MLDS Center;
- C. Sign an acknowledgement confirming review of and adherence to the data sharing MOUs between the MLDS Center and the Maryland State Department of Education, Maryland Higher Education Commission, Maryland Department of Labor, Licensing and Regulation, and Maryland Motor Vehicle Administration;
- D. Complete and pass a criminal background check;
- E. 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;
- F. 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;
- G. Provide documentation of IRB approval for the research.

3. Deliverables for External Researchers

External Researchers will deliver a Center product agreed upon by the Executive Director, and with consultation from the Research Director and other Center staff, that fits within the Center's Research Agenda as approved by the MLDS Governing Board and that relates to the audit or evaluation of a State or federal supported education program. The product will conform to the Center's publication standards. The work will be reviewed in accordance with Sections 2.2B and 9.3 of the MLDS Center Policies and Procedures for External Research Projects.

4. Data Rights and Publication

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 the External Researcher 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 their research obligations to the MLDS Center. All de-identified unit record level data (as well as any data containing any personally identifiable information) shall at all times be under the sole possession and control of MLDS Center, and such data may not

be removed or disclosed by the External Researcher. Research Output may include aggregate, de-identified data, but shall not include any personally identifiable information.

B. All Research Output shall be owned by MLDSC, subject to the External Researcher'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, where applicable. The MLDSC shall have the right to use the Research Output without restriction and without compensation to the External Researcher. Although the MLDSC shall exclusively own the Research Output, the External Researcher retains the right to further develop the Research Output for research and educational purposes from aggregate, de-identified data sets containing no personally identifiable information. The External Researcher 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 the External Researcher must provide attribution to the MLDSC as the source of the data relied upon therein and include the required attribution statement regarding grant funding, if applicable, as set forth in subsection (d), *infra*.

C. Additional collaborative work by and between the External Researcher and the MLDSC which generates additional Research Output above and beyond what is contemplated by this MOU and the approved External Research proposal, and any amendments thereto as set forth in Section 11, *infra*, may be used by the External Researcher at any time for research and educational purposes following the same requirement of attribution set forth herein.

D. All Research Output of the MLDSC or any works derived therefrom by the External Researcher which are funded in whole or in part by the U.S. Department of Education 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 recognizes that, under the External Researcher's institutional policies, the Research Output may be required to be publishable and available to the External Researcher's institution for use in subsequent scholarly research and presentation. Additionally, MLDSC is committed to open and transparent government and recognizes that the ability of the External Researcher's institution to publish research findings is a critical part of ensuring transparency and advancing knowledge and scholarship on the research topics. MLDSC agrees that External Researchers 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.

F. The External Researcher shall furnish MLDSC a copy of any proposed publication or presentation by researchers 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 the Researcher that any of the following situations apply, the Researcher shall delay the 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 (*e.g.*, 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.

G. Should the MLDSC learn that any of the above situations apply to data that the External Researcher used for work under this MOU, MLDSC shall inform the External Researcher 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 the External Researcher provides MLDSC with a written proposal to delete the affected data from the publication or presentation in order to avoid delay, MLDSC shall review the External Researcher's written proposal, provide reasonable consideration to the request, and make a timely determination on the request. It is the intent of the External Researcher and the MLDSC that the parties not unreasonably delay the publication or presentation of research utilizing the Research Output generated under this MOU.

5. Data Access

- A. All data accessed by the External Researcher shall be de-identified. No data accessed by the External Researcher shall be duplicated by being copied onto, transferred to, or maintained by paper, data disks, flash drives, hard drives, cameras, or mobile communication devices or any other electronic or physical medium. The Researcher is prohibited from removing any raw or personally identifiable data from the data system.
- B. Only data which contains no personally identifiable information and has been reviewed for suppression compliance and approved by the Executive Director and/or Counsel may be removed from the data system.

- C. All External Researchers accessing data within the system must be designated as authorized staff of the MLDSC. This includes co-investigators, research assistants, and information-technology (IT) specialists.
- D. The Researcher agrees and understands that, in addition to the other requirements set forth herein, the Researcher may access, use, and disclose data solely for the purposes of conducting the research project that has been approved by the MLDS Center.

6. Limitations on Use and Disclosure

The External Researcher shall not use or disclose data accessed from the MLDS pursuant to this agreement for any administrative purposes, nor may the subject data be applied in any manner to change the status, condition, or public perception of any individual regarding whom subject data is maintained.

The External Researcher shall not disclose subject data or other information containing, or derived from, subject data other than that which is de-identified, aggregate and approved for release outside of the MLDSC. The External Researcher shall have access to unit record level de-identified data. The External Researcher shall not remove from the MLDS, maintain, share or otherwise disclose unit record level de-identified data with anyone who is not designated as authorized staff of the MLDSC for any reason at any time.

7. Period of Performance

This MOU shall be effective from (month), (day), (year) through (month), (day), (year). The time period for performance may be extended in conformity with the provisions of Section ___ (Amendments).

8. Termination

The MLDSC may unilaterally terminate this MOU if:

- A. The External Researcher was in violation of one or more provisions of this agreement have been violated.
- B. The External Researcher has violated the *Data Security and Safeguarding Plan Version 2.0*, or any amendments thereto.
- C. The External Researcher has violated the External Research procedures.

All provisions related to confidentiality and disclosure of data shall survive the termination of this Agreement for any reason. If any removal or disclosure of data occurs in violation of this MOU, the Researcher immediately shall notify the Executive Director, use best efforts to contain and destroy any improperly removed or disclosed data, and shall cooperate fully with the Executive Director to mitigate any consequences of the violation.

If the Executive Director terminates access because he or she determines that data confidentiality requirements have been violated by the External Researcher, the Executive

Director promptly shall notify in writing the External Researcher's chief research officer, chief academic officer, and faculty advisor (if applicable), with copies to the External Researcher, the president of the External Researcher's institution, and the Partner Agencies. The Researcher agrees that in the event the MLDSC terminates the Researcher's access to the MLDS, the Researcher shall not use or publish any data obtained from the MLDS.

9. Costs and Funding

The researcher agrees to be responsible for reimbursing the Center for costs incurred to facilitate the research project in accordance with Section 3 of the Policies and Procedures for External Researcher Projects. The MLDS will provide the researcher with an estimate of costs in accordance with the MLDS Cost Schedule.

10. Applicable Law

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

11. Amendments

Pursuant to the provisions of the Policies and Procedures for External Researcher Projects, Section 8.7, the MLDSC and External Researcher may amend the scope of the research to be performed, or timeline for completion of performance of the research pursuant to this agreement. Any proposed amendment must be provided in writing, reviewed by both parties, and if acceptable, signed by each party's authorized official. Any such amendments shall be carried out as set forth in Section 8.7, and be deemed incorporated as if set forth herein.

12. Complete Agreement

This MOU represents the complete, total, and final agreement of all 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 of the Governing Board of the Maryland Longitudinal Data System Center

James Fielder, Ph.D.
Chair, Governing Board of the
Maryland Longitudinal Data System Center

On Behalf of the External Researcher

(Principal Investigator)

(Researcher)

(Faculty Advisor - if applicable)

Approved as to form and legal sufficiency

On behalf of the Maryland Longitudinal Data System Center

This ____ day of ____ , 20 ____

Dawn O'Croinin
Counsel, MLDSC and Governing Board