

**INSTITUTE FOR RESEARCH ON INNOVATION AND SCIENCES (IRIS)
MEMBERSHIP AND TRANSFER AGREEMENT
2017-18**

This Membership and Transfer Agreement (“Agreement”) is by and between _____ (“Depositor”) and the Regents of the University of Michigan, a Michigan Constitutional corporation (“Michigan”). Throughout this Agreement, Depositor and Michigan are individually referred to as “Party” and collectively as “Parties.”

WHEREAS, The Institute for Research on Innovation and Science (IRIS) has been established at the University of Michigan to respond to a need, voiced by state and national decision makers, for large scale, impartial, modern evidence on the results of science investments and the career and scientific outcomes of research training for the purposes of improving research instruction. IRIS builds on UMETRICS, an initiative begun by the CIC universities in March 2013, which in turn leveraged and enhanced the existing data produced for the NIH-led STAR METRICS program;

WHEREAS, IRIS is organized around a federated, core and node, model, with a central facility at the University of Michigan, also tasked with operational oversight, and research nodes located at other institutions that are responsible for helping to define scientific goals, develop a research community, make material improvements to the core data, and conduct the IRIS study defined in Attachment A;

WHEREAS, Depositor wishes to join IRIS by providing data to Michigan along with membership dues, and will receive access to reports and data products in development for reviewing their submitted data;

WHEREAS, Michigan will make Depositor data available to IRIS Node sites, IRIS Partners (including the U.S. Census Bureau), and requesting Researchers, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises below, the undersigned parties agree as follows:

A. DEFINITIONS

1. “De-identified Materials” means Materials that do not include Identifiable Institution Materials and Identifiable Personal Materials.
2. “FERPA Data” means Materials that include personally identifiable information from education records subject to the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, 34 CFR 99.
3. “Identifiable Institutional Materials” means Materials that identify the Depositor by name of the institution.

4. “Identifiable Personal Materials” mean FERPA Data and any other Materials that identify or allow identification of employees or students of Depositor.
5. “IRIS Member” means Depositor and any other entity providing data to the coordinating center at Michigan for use in IRIS activities as set in an Institute for Research on Innovation and Sciences (IRIS) Membership and Transfer Agreement signed by Michigan and the IRIS Member.
6. “IRIS Node” means current or future institution, selected and approved by the IRIS Board of Directors, which will provide support or specialized capability to IRIS by manipulating Materials maintained on Michigan information technology resources for the purposes of the IRIS study defined in Attachment A, and which has entered into an Institute for Research on Innovation and Sciences (IRIS) Node Agreement (“Node Agreement”) with Michigan.
7. “IRIS Partner” means an organization selected and approved by the IRIS Board of Directors, which will receive Materials and similar data from certain IRIS Members to develop new data products outside of the IRIS infrastructure for the purposes of the IRIS study defined in Attachment A, and which has entered into an appropriate agreement with Michigan.
8. “Linked Data” means the Materials after the Census Bureau has used its record linking processes to assign person and address identifiers to each record in the Materials.
9. “Materials” means the data provided by Depositor, consisting of record level data derived from Depositor’s administrative data stores pertaining to the process, products, social and economic impact of research, training, and related activities (UMETRICS Materials) conducted by Depositor. Materials include Identifiable Institution Materials and Identifiable Personal Materials.
10. “Annual Membership Period” will be from August 1 through July 31 of each year of Depositor’s membership.
11. “Study Participant” means Michigan, IRIS Nodes, IRIS Partners, or any of them.
12. “Researcher” means individual researchers who have requested and been granted access to De-identified Materials for research and other uses through a secure data enclave through a process approved by the IRIS Board of Directors.

B. SCOPE OF AGREEMENT

This Agreement sets the terms and conditions pursuant to which Depositor will transfer Materials to Michigan for inclusion in the IRIS centralized data repository and Michigan’s obligations and rights to receive, process, use, and distribute Materials to IRIS Nodes and IRIS partners for use in the IRIS study, defined and incorporated herein as Attachment A (the “IRIS Study”), as well as to use and make De-identified Materials available to Researcher directly or through IRIS Partners.

C. DEPOSITOR OBLIGATIONS

Depositor agrees:

1. Any Materials provided to Michigan by Depositor were collected pursuant to and in accordance with any applicable Institutional Review Board (“IRB”) approval and in compliance with all applicable laws, regulations and policies.
2. To provide Materials, as applicable, to Michigan in accordance with frequency, data, and upload specifications as articulated by Michigan.
3. That Depositor has determined, and will ensure prior to the transfer to Michigan, that none of the Materials include FERPA Data.
OR
3. That Depositor has determined that the Materials will include FERPA Data that will be transferred by Depositor to Michigan pursuant to the terms of section F, below.
4. That Depositor has the authority to make the Materials available and hereby grants Michigan explicit permission, subject to the terms of Section F, below, and either directly or through IRIS Partners or IRIS Nodes, to:
 - a. Integrate the Materials with data from other IRIS Members and IRIS Partners;
 - b. Link the Materials to public and restricted data sources of Michigan or third parties for the purposes of report production in connection with the IRIS Study, including reports to Depositor on the academic, career, and scientific and career outcomes of student researchers for the purposes of improving instruction;
 - c. Make integrated and linked data available to IRIS Partners (including the U.S. Census Bureau), IRIS Node institutions, and other third party entities as deemed appropriate by the IRIS governing body for the purposes of the IRIS Study including research using integrated data for the purposes of improving instruction;
 - d. Prepare De-identified Materials and permit their use via a secure data enclave by Researchers who are bound to provisions governing data use that are consistent with this Agreement; and
 - e. Permit Linked Data to be available to Census Bureau employees and to Researchers who have obtained Special Sworn Status pursuant to 13 U.S.C. §23(c) (“SSS Researchers”) through Census Bureau Research Data Centers who agree not to release or disclose, or permit release or disclosure, of Identifiable Personal Materials they may obtain or discover.
5. Upon execution of this Agreement, to designate individuals to fill the roles of (1) Point of Contact for this Agreement; (2) Lead Analyst to address data use issues; and (3) Information Technology (IT) Contact to address IT issues on behalf of the Depositor in the implementation of this Agreement. The Depositor will notify the Executive Director of IRIS, the authorized representative named in annual Confidentiality Certification reports, within 15 days of any change in the Point of Contact, Lead Analyst, or IT Contact. Depositor will additionally provide a current listing of the individuals filling these roles annually.

6. Upon execution of this Agreement, to make arrangements to transfer the following specific data files and updates in a manner mutually agreed upon:
 - a. Enhanced UMETRICS LEVEL I Vendor data
 - b. Enhanced UMETRICS LEVEL I Employee data
 - c. Enhanced UMETRICS LEVEL I Subcontract data
 - d. Enhanced UMETRICS LEVEL I Award data
 - e. Additional data types and formats as negotiated between Michigan and Depositor and described in a written amendment to this Agreement or in another agreement signed by both parties

7. To pay annual membership dues of \$25,000 for each Annual Member Period for the term of this Agreement and any future renewals thereof (see Section E.1). Payment of these membership fees will be made to the University of Michigan as a lump sum within 30 days of receipt of an invoice from IRIS such invoice to be submitted to Depositor on or about August 1st of each Annual Membership Period.

Please note: Because the membership and billing period is August-July, Michigan's first invoice to Depositor will pro rate Depositor's membership dues for the initial membership cycle, according to the scheme below. Subsequent invoicing will occur for the full membership fee in August each year for all subsequent years.

Month MOU is fully executed	Amount due for initial membership period	Amount due for subsequent full membership periods (per year)
August	\$25,000	\$25,000
September	\$22,916.67	
October	\$20,833.34	
November	\$18,750.01	
December	\$16,666.68	
January	\$14,583.35	
February	\$12,500.02	
March	\$10,416.69	
April	\$8,333.36	
May	\$6,250.03	
June	\$4,166.70	
July	\$2,083.33	

Checks should be mailed to and payable to: The Regents of the University of Michigan. If a purchase order is used for payment, include the following on the order: 1) the Depositor agrees to the terms and conditions of this Agreement, 2) the membership year that the purchase order covers, and 3) that preprinted terms and conditions contained in or referenced on the front or back of the purchase order do not apply.

8. That it is understood that Michigan is a public institution of the State of Michigan and Materials provided to Michigan under the terms of this Agreement may be subject to requests under the Freedom of Information Act (“FOIA”) (MCL 15.231 et seq). All such FOIA requests will be reviewed accordant to any applicable FOIA exceptions, including, to the extent Depositor is a private entity and the Materials have been clearly designated as confidential, the Confidential Research and Investment Information Act (“CRIIA”) (MCL 390.1553).
9. To allow the Nodes, Partners, and Researchers to use Materials in accord with and subject to the limitations found in this Agreement.
10. To abide by decisions of the Board of Directors to allow Michigan to engage new Partners and Nodes to use Depositor’s data.
11. To review procedures of the Census Bureau Research Data Centers and authorize appropriate and approved Researchers to obtain access to De-identified Materials through those processes.

D. MICHIGAN OBLIGATIONS

Michigan agrees to:

1. Use or disclose Materials as provided in this Agreement.
2. Not disclose Identifiable Institution Materials or Identifiable Personal Materials without Depositor’s permission. except to Depositor and to Partners or Nodes, or both, as provided in this Agreement.
3. Use reasonable administrative, technical, and physical safeguards to prevent use or disclosure of the Materials other than as provided in this Agreement. When Materials are in Michigan’s possession, such safeguards will be no less protective than those used to secure Michigan’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Michigan affirms that all Materials will be encrypted in transmission (including via web interface) and stored at no less than AES 128-bit level encryption. Michigan will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in performing its obligations under this Agreement.
4. To promptly report to the Depositor any unauthorized use or disclosure of Materials of which Michigan becomes aware. Michigan will review any suspected unauthorized use or disclosure of Materials involving the IRIS data and security infrastructure and, if possible, take reasonable corrective action to eliminate or contain continued unauthorized use or disclosure. Except as required by law, Michigan will not provide notice directly to individuals whose personally identifiable information was improperly used or disclosed to regulatory agencies, or other entities, without prior written permission from Depositor.

5. Release the Materials to IRIS Nodes solely for the purposes of the IRIS Study subject to the terms of a Node Agreement, and to IRIS Partners (including the U.S. Census Bureau), pursuant to the terms of a data transfer agreement approved by the IRIS Board of Directors. If the Materials contain FERPA Data, the Node Agreement and the data transfer agreement with any IRIS Partner will include provisions set forth in Section F of this Agreement.
6. Release De-identified Materials to requesting Researchers only via a secure data enclave as described in Section C. 4. D, above.
7. Subject to acceptable data quality, acceptable file layouts, and mutually agreed electronic file transfer protocols that are compliant with state and federal regulations, provide the Depositor with the following products after receipt of the Materials:
 - a. Brief reports describing the results of research investments based on vendor and employee data derived from the Materials.
 - b. Annual summary reports documenting (a) summary information about the Researchers, IRIS Nodes, and other third parties to whom IRIS data have been provided and the nature of the proposed uses of those data, (b) the research results reported to IRIS by Researchers in working papers or publications, and (c) aggregate reports documenting the process, products and impact of research and training activities conducted by all IRIS Members or by relevant subsets of IRIS Members.
 - c. Other products to be determined in consultation with the IRIS Board of Directors.
8. Use reasonable efforts to request as part of the Materials only the minimum amount of personally identifiable information as is necessary to conduct the IRIS Study.
9. Allow the Nodes and Partners to use Materials in accord with and subject to the limitations found in this Agreement.
10. Add new Partners or Nodes only with the approval of the IRIS Board of Directors.

E. TERM AND TERMINATION

1. *Term*: The Term of this Agreement will commence the first day of the month this agreement has been fully executed. After the initial proration period plus three full years have passed, Depositor may provide written notice of non-renewal no later than May 1st. The Depositor's membership and this Agreement will then terminate on July 31st following Michigan's receipt of such notification
2. *Termination for Cause*: Upon a Party's knowledge of a breach of this Agreement by the other Party, the non-breaching Party will provide an opportunity for the breaching Party to cure the breach or end the violation, and terminate this Agreement if the breaching Party does not cure the breach or end the violation within a reasonable period of time as specified by the non-breaching Party.

3. *Effect of Termination:*

- a. Upon the date of expiration or termination of this Agreement, the parties mutually agree that Michigan shall, at Michigan's expense, remove any identifying elements from the Materials in Michigan's possession to create the De-identified Materials. Michigan agrees to send a statement certifying the de-identification of the Materials to the Depositor within 30 days after their de-identification. Michigan agrees that no data from the Materials, or any parts thereof, except in the form of the De-identified Materials, will be retained by Michigan beyond the term of the IRIS study. The Depositor agrees and understands that Michigan may retain the De-identified Materials for continued research use, by itself or by Researchers, and that Materials provided to IRIS Nodes or IRIS Partners will likewise be de-identified and personally identifiable information destroyed after their use for data linkages necessary to conduct the IRIS Study.
- b. Upon termination of this Agreement, Michigan will return to Depositor any payments made by Depositor that are intended to cover a membership period more than six months after the date of termination.

F. FERPA DATA (*this section necessary only to the extent Materials contain FERPA Data*)

To the extent the Materials contain FERPA Data, the Parties agree:

1. The FERPA Data will be used by the Study Participants solely for the conduct of the IRIS Study on behalf of Depositor and only in a manner that does not allow the personal identification of parents and students by anyone other than those individuals conducting the IRIS Study on behalf of the Study Participants.
2. The Study Participants will not share the FERPA Data with anyone who does not have a legitimate interest in accessing those FERPA Data for purposes of conducting the IRIS Study.
3. Nothing in this Agreement will prohibit Michigan from creating De-identified Materials, as set forth in Section E.3, and using, or permitting others to use, the De-identified Materials as set forth in this Agreement.
4. Within ninety (90) days of the earlier of the termination of this Agreement or the mutual determination by Michigan and Depositor that the FERPA Data are no longer necessary for the IRIS Study, each Study Participant will ensure the destruction of all personally identifiable FERPA Data in its possession, and provide Depositor with a statement certifying destruction.

G. MISCELLANEOUS

1. *Amendment:* The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of applicable institutional, local, state, and federal laws, policies, and regulations.
2. *Survival:* The respective rights and obligations of the parties under Articles E and E(3) will survive the termination of this Agreement.

3. *Compliance with Laws:* In performing their respective obligations under this Agreement, Parties will at all times comply with all applicable provisions of all applicable state and federal laws and regulations.
4. *Disclaimer:* NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
5. *Ownership and Intellectual Property:* The Materials are the property of the Depositor. Michigan will not, by virtue of this Agreement, acquire any intellectual property rights in the Materials. Depositor acknowledges and agrees that it does not by virtue of this agreement acquire any intellectual property rights in the future inventions or discoveries made by Michigan or Researchers using Materials provided by the Depositor.
6. *Relationship of the Parties:* Each Party to this Agreement is an independently contracting party. Nothing in this Agreement will constitute, be construed, or create an employment relationship, a partnership, or a joint venture among any of the Parties.
7. *Assignment; Successors and Assigns:* Neither Party may assign this Agreement to a third party without the prior written consent of the other Party. Subject to the foregoing, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
8. *Mutual Indemnity:* Each Party shall, to the extent allowed by law, defend, indemnify and hold harmless the other from and against any and all claims, losses, causes of action, judgments, damages and expenses to the extent caused by the negligent actions or omissions of the indemnifying party, its employees, officers, or agents for which the indemnifying Party would be liable in law or equity.
9. *Execution of Agreement:* This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile will be deemed to be their original signatures for all purposes.
10. *Entire Agreement:* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements, understandings, commitments, communications, and representations made between the Parties, whether written or oral, with respect to the subject matter hereof.

11. *Severability*: If any provision of this Agreement is declared invalid or unenforceable, such provision will be limited and construed so as to make it enforceable or, if such limitation or construction is not possible, such provisions will be stricken from the Agreement. In such event, all other provisions will remain in full force and effect, unless such enforcement would be inconsistent with the purposes of this Agreement.

12. *Notices*: Legal notices or matters of a contractual nature arising out of the terms and conditions of this Agreement may be directed to:

MICHIGAN:
University of Michigan
Office of Research & Sponsored Projects
3003 S. State St. 1st Floor Wolverine Tower
Ann Arbor, MI 48109
Attn.: Patrick Woods
pajwoods@umich.edu
734.764.8566

DEPOSITOR:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of the last signature below:

DEPOSITOR,

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

Authorized Official:

Authorized Official:

Title:

Title:

Signature

Date

Signature

Date

Attachment A

IRIS Study

Universities have a central role not just in performing research, but in understanding the research process and documenting its results so as to maximize the efficient use of resources, identify fruitful new collaborations and relationships, improve education and training of students and junior researchers, and demonstrate the impacts of research and educational activities.

IRIS will bring members of the researcher community together with university representatives and partners in federal agencies to build a scientific framework that will enable evidence based decision-making to improve instruction by research that informs research administration and supports credible advocacy. Membership in IRIS can complement existing university investments in commercial data tools, but also provides data not available elsewhere. In the future, linkages to federal, commercial, and other data sets will be pursued with the approval of the IRIS governing body.

IRIS will serve as a national research infrastructure by collecting, enhancing, protecting and making available for research use data from research institutions. These data will support fundamental research designed to address the process, products and value of investments in academic training and instruction. Findings from the IRIS Study will also contribute to the improvement of instruction by examining how conditions of research training (including but not limited to funding mechanisms, research team size and composition, and collaboration network structure) influence outcomes for students. Partnerships with universities and federal agencies will support the integration of new research findings and data with new products developed to address the needs and interests of IRIS members and other constituents.

Part 1. FERPA Protected Data

The IRIS study will make use of personally identifiable FERPA Data designated as FERPA protected by a member institution solely for the purpose of improving instruction by making data linkages at the individual level to resources that provide information for analyses on the educational, research and career outcomes of individuals. IRIS Nodes and Partners may have access to identifiable data for the purposes of improving the data to conduct these analyses. Reports on the relationship between the social, organizational, demographic, and network conditions of research and education on multiple campuses, linked to systematic evidence about educational, research and career outcomes, will support the improvement of instruction by enabling comparisons of different policies and procedures to fund and organize research and by demonstrating how differences in training conditions alter research and career outcomes. Where IRIS analyses make use of identified data based on information that a given university considers to be FERPA-protected, research reports utilizing such FERPA protected information will explicitly address the implications of the study for improving instruction in research.

Part 2. Non-FERPA Protected Data

The IRIS study will make use of data not protected by FERPA for research and reporting on a range of subjects including but not limited to improving instruction, analyzing the conditions of research, the structure and functioning of research teams, regional and national economic effects of academic research and research products, and estimating the social and economic value of research investments in keeping with the purposes of IRIS, the terms of membership agreements, and the interests of researchers using IRIS data. All research will be conducted using de-identified secondary data produced by IRIS, its Nodes and Partners. Research uses will be subject to IRB approval and will be evaluated for compliance with the terms of membership agreements by IRIS staff. For clarification purposes, data not protected by FERPA includes FERPA Data such as “directory information” (see 34 CFR 99.31(a)(11)).

Initial Participating Organizations

IRIS will be organized around a federated core and node, model with a central facility at the University of Michigan. Jason Owen-Smith, Barger Leadership Institute Professor of Organizational Studies and Sociology at University of Michigan, will be the Executive Director and lead core operations. Research nodes will be responsible for helping to define scientific goals, develop a research community and make material improvements to the core data. Current nodes, Partners, and their PIs include:

- CIC (Barbara McFadden Allen) -- Node
- Ohio State University / National Bureau of Economic Research (Bruce Weinberg) -- Node
- University of Chicago (James Evans) -- Node
- U.S. Census Bureau (Ron Jarmin) -- Partner

The IRIS membership list can be found at iris.isr.umich.edu/membership/contactus/

IRIS Governance

See <http://iris.isr.umich.edu/about/governance/> for information about the IRIS Board of Directors, the IRIS Charter and Bylaws, and other details of IRIS governance.