

MEMORANDUM OF UNDERSTANDING
BETWEEN
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)
AND
ARLINGTON COUNTY

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this 27th day of July 2016 by and between VIRGINIA TECH, Social & Decision Analytics Laboratory ("Virginia Tech") and ARLINGTON COUNTY GOVERNMENT ("County") and its departments (collectively "the parties"). This MOU is solely intended to outline a plan for a collaborative relationship and is not intended to create a legal entity, create rights in third persons or to create any contractual obligations.

WHEREAS Arlington County and Virginia Tech, through the Social and Decision Analytics Laboratory, seek to improve the county's quality of life and services while accelerating the county's efficient and resiliency through the use of county data and combining County community planning and management skills with Virginia Tech's analytical and data science expertise. This collaborative effort (project) uses these data to analyze, inform and improve and gain efficiencies in current and future county operations, practices and policies;

WHEREAS the goal of this project is to create a Community Learning System (CLS) to support integrated county decision-making;

WHEREAS the CLS process and corresponding data and information infrastructure will allow Arlington County, through its Manager and Board, to better understand current conditions, to test alternatives and policy scenarios and to make timely, data-based decisions.

WHEREAS the scope of work and analysis under this project will vary from department to department and immediate needs of the County and its Board;

WHEREAS Virginia Tech already executed a *Business Associates Agreement* to safeguard any medical-related information and to ensure compliance with the Health Information Portability Protection Act (HIPPA) and *Non-Disclosure Agreement* to protect other data;

WHEREAS the parties agree that the culminating deliverable hereunder is a report by Virginia Tech for the deliberative use of the County Manager to develop initiatives, implement results and engage in strategic planning resulting from Virginia Tech's analysis and data based findings (collectively "the project");

WHEREAS the purpose of this Memorandum of Understanding (MOU) is to develop a collaborative framework to facilitate the project and the sharing of data;

WHEREAS the parties hereto are not employees or agents of the other and are not engaged in a joint venture, partnership or any other arrangement that would cause or create liability to one another

based on this project and that any disputes arising hereunder are to be handled informally through an exclusive dispute resolution process which culminates in the final decision and direction by the Arlington County Manager, or designee. The only exception to this disclaimer is that Virginia Tech may, from time to time, be deemed to be a limited agent of the County for the sole purpose of securing County data held by County vendors.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows. The above recitals are fully incorporated into this MOU:

1. Scope of Work. The parties will collaborate with one another to establish deliverables and deadlines. The implementation of an analytical request will be determined, in part, on the role and importance of the data in developing the overarching final report of findings and recommendations to the County Manager and County Board. Specific deliverables and deadlines will be established on a case by case basis.
2. Term and Amendment. This MOU will be effective for a period of five (5) years from the date of the last signature hereon. The term may be extended by mutual agreement of the parties. Changes to any term in this MOU must be by written amendment executed by both parties.
3. Project Managers and Coordinators. Each County department will assign a program manager to act as a liaison with Virginia Tech. If the departmental Program Manager or Virginia Tech's project manager changes, the affected party will notify the other. To the greatest extent possible, the parties will work through these liaisons for any requests, concerns or other issues. At the time of the execution of this MOU, Assistant County Manager James Schwartz, is assigned as the County-wide project facilitator. Stephanie Shipp the project coordinator for Virginia Tech.
4. Non-disclosure, release and ownership of records and data. The parties acknowledge that the data, documents and records provided to Virginia Tech (Project Information) remain the sole property of Arlington County. The content of some or all of the Project Information provided are subject to the Virginia Freedom of Information Act (VFOIA)(addressed in paragraph 5) or the provisions of HIPAA and other state or federal confidentiality and privacy requirements, including but not limited to, Va. Code § 19.2-11.2. Non-Disclosure. Virginia Tech agrees to :
 - a. hold all Project Information received from the County confidential and secure, and that no Project Information will be shared with anyone, including any Virginia Tech employees, contractors, consultants, or agents unless and until after they have signed the County's then current Non-Disclosure of Data Agreement (NDA), Business Associate Agreement (BAA) or the Commonwealth's Criminal Justice Information (VCIN-CJIS) Security Addendum (Confidentiality Agreements)
 - b. inform the County of all persons (VT Project Team) who will need access to Project Information and shall provide fully executed copies of all applicable Confidentiality Agreements for all VT Project Team members to the County before the County provides any Project Information.
 - c. notify the County immediately of any changes to the VT Project Team, and to fulfill the requirements in VFOIA(b) before granting any new VT Project Team member access to Project Information.
 - d. notify the County immediately if any Project Information is disclosed to anyone other than a VT Project Team member.
 - e. either return or destroy all Project Information at the conclusion of this project.

- f. Not publish or release any raw data without the express written authorization by the County.
5. VFOIA Process
- a. Both parties agree and understand that they are subject to the VFOIA. If Virginia Tech receives a VFOIA request for such Project Information or the work product of this project, it shall immediately notify, and forward a copy of the request to the County's Program Facilitator and Ina Chandler.
 - b. Virginia Tech agrees that it will not release any Project Information in response to a VFOIA request unless required by law to do so.
 - c. Virginia Tech agrees to timely coordinate its response to the request with the County. In the event that both parties cannot agree on a response, Virginia Tech, prior to issuing its response, agrees to notify the County of its intended response, and provide the County with an opportunity to seek an appropriate protective order or other lawful means to protect the Project Information from disclosure.
 - d. It is the intent of this agreement that proprietary research, unpublished data, emergency response data, personally identifying certain taxpayer information including tax records, crime victim identification and related police records, personal health information, social security numbers, County employees personal information, zoning complainants, investigative materials, contract negotiations, trade secrets, proprietary information, terrorism and security measures, information involving minors, legal opinions and advice, manager's working papers, materials that would be the subject of a closed session except as required by law.
6. Security. The parties agree that Exhibit A (attached and incorporated herein) sets forth the minimum security requirements that must be in place prior to the transmission of data to Virginia Tech by the County. These requirements may be updated from time to time, as determined by the County's Director of Technology Services, in collaboration with representatives of Virginia Tech.
- a. Virginia Tech shall employ industry standard practices to protect County networked systems and data from modification; unauthorized disclosure or use; or corruption by virus/es, worms, Trojan horses, malware or other malicious code.
 - b. Security events shall be disclosed to the other party as soon as possible after the breach, modification, corruption, infection or unauthorized access is discovered.
 - c. County data may not be downloaded to a mobile or portable devices (e.g. laptops, cell phones, tablets, I-Pads) without the express permission of the County.
 - d. Personal devices to receive data or reports may not be used by either party.
7. Data. The County will exercise its best efforts to provide data "scrubbed" of personally identifiable information such as dates of birth, social security numbers, driver license or EIN numbers, persons data, vehicle plate or IR numbers, private health information (medical information and PHI as defined under HIPAA), client or citizen names, physical addresses (other than zip code), criminal justice information, victim information, tax assessment documentation (other than that which is already publicly available), offender data, certain ATRACaIDs modules/RMS fields and/or other sensitive information that is not necessary to fulfill the goals and objectives of this project.
8. Access. Persons with physical or logistical access to County data or its transmission shall be trained in the following: project protocols and confidentiality requirements; maintaining access

control; password usage and management; rules that describe responsibilities and expected behavior with regard to this project; and the proper handling of County data, threats and risks to data security, including the use of mobile and portable devices. Both parties further agree to follow their own internal guidance, and Virginia Tech to adhere to the standards applicable to research at a public university.

9. Inadvertent Disclosure/s (Clawback Provision). The parties will cooperate with each other to timely restore to the other's exclusive possession any data or software which one party inadvertently disclosed or transmitted to the other.
10. Audit. To the fullest extent reasonably practical, the parties will cooperate with any authorized request for, or audit by, any outside agency, internal compliance manager, auditor or the like.
11. Notices and Reports. From time to time the County Manager, or designee, may request reports for his/her deliberative use.
 - a. The following shall be the points of contact for receipt of notices or reports contemplated hereunder:

Virginia Tech
Contractual Matters
ATTN John C Rudd, AVP for Sponsored Programs
NEC, 300 Turner Street, NW Ste 4200
Blacksburg, VA 24061

Office of the County Manager
Attn: Assistant County Manager James Schwartz
2100 Clarendon Blvd. Suite 302
Arlington VA 22201
jschwa@arlingtonva.us

- b. VFOIA requests will be electronically forwarded to the following:

Ina Chandler
Administrative Specialist
Officer of the County Manager
Ichand@arlingtonva.us

With a copies to: jschwa@arlingtonva.us, awillett@arlingtonva.us

12. Costs and Expenses. Each party to bear its own costs, fees and expenses.
13. Publicity. The written consent of the other is required before publishing or using a party's name, logo, affiliation, brand in any materials available to the public through any medium whether written or electronic. Consent may be withheld as determined appropriate, in the sole discretion of either party. Cause is not required.
14. Termination. This MOU may be terminated at any time upon receipt of thirty (30) days written notice from the other.
15. Assignment. This MOU may not be assigned to any other department or affiliate of either party or to any entity or person not a signatory hereon.

16. Compliance with laws. The parties agree to comply with all local, state and federal laws or regulations that relate document retention and to the security and/or dissemination of data and confidential information.
17. No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any other person or business entity other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.
18. Status of the Parties. No party shall be considered an employee, agent, contractor, partner or fiduciary of the other, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties.
19. Dispute Resolution. The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event of a dispute regarding the terms of this MOU or its implementation, such disputes shall be submitted to The Chief of Police for Arlington County for final resolution. The purpose of this MOU is to establish a framework for collaboration to achieve the goals outlined herein. Damages or other relief are not contemplated as between the parties and the right to recover such or seek further relief is expressly waived by the parties.
20. Authorized Signatures. The signatory for each party certifies that he or she is an authorized agent to sign on behalf of such party.
21. This MOU consists of five (5) pages plus three (3) attachments.

IN WITNESS and agreement thereof, the following signatures of the parties:

ARLINGTON COUNTY, Virginia
Office of the County Manager

VIRGINIA POLYTECHNIC INSTITUTE AND STATE
UNIVERSITY

BY:

BY:

James Schwartz

NAME (Printed)

LAUREN P. MAGRUDER
DIRECTOR OF PRE-AWARD

NAME (Printed)

Deputy County Manager

TITLE (Printed)

TITLE (Printed)

[Signature]

Signature

8/1/16

Date

Lauren P. Magruder

Signature

7/28/16

Date

Attachments (3):

Executed BAA

Executed NDA

Security Features