

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between GEORGE MASON UNIVERSITY and THE COUNTY BOARD OF ARLINGTON COUNTY and its departments ("County") (collectively "the Parties"). This MOU is solely intended to outline a plan for a collaborative relationship where the Parties agree to share access to County Information (including stored and streamed, structured and unstructured, in the form of documents, databases, images and various forms of recorded information, also referred to as "Data") and is not intended to create a legal entity, create rights in third persons or to create any contractual obligations.

WHEREAS the County and GEORGE MASON UNIVERSITY seeks to improve the County and its citizens' quality of life and services while accelerating the County's efficiency and resiliency through the use of County data and combining County community planning and management skills with GEORGE MASON UNIVERSITY's analytical and data science expertise; and

WHEREAS this collaborative effort uses the data exchanged as a part of this MOU to analyze, inform and improve and gain efficiencies in current and future County operations, practices and policies ("the project"); and

WHEREAS this project may encompass multiple scopes of work ("SOW"), and each SOW and analysis performed under this MOU will vary from department to department and the immediate needs of the County and its Board; and

WHEREAS, the parties agree that the culminating deliverables hereunder are reports by GEORGE MASON UNIVERSITY for the deliberative use of the County Manager to develop initiatives, implement results and engage in strategic planning resulting from GEORGE MASON UNIVERSITY's analysis and data-based findings; and

WHEREAS, the parties agree that protecting the privacy of County residents remain a top priority, and no data containing protected health information ("PHI") regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or personally identifiable information ("PII") regulated by the Privacy Act of 1974 will be exchanged as a part of this MOU, except in de-identified or aggregated form; and

WHEREAS, the purpose of this MOU is to develop a collaborative framework to facilitate the project and the sharing of data;

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 terms and conditions of this MOU may govern multiple SOWs, each of which are hereby incorporated into this MOU upon full execution of each SOW by GEORGE MASON UNIVERSITY and the County Manager or his designee. Each SOW shall contain the following information: project description, expected deliverables, deadlines, description of data being shared, disposition of data upon termination of the SOW or this MOU, any applicable restrictions on use of the data, each Party's point of

contact for work being performed, and other information relevant to the work being performed. SOWs under this MOU shall be given distinct names and ordered chronologically, as follows: SOW-1, SOW-2, etc. In the event of any conflict between any SOW and this MOU, the terms and conditions of this MOU shall take precedent over any SOW.

2. Term and Amendment. This MOU will be effective for a period of five (5) years from the date of the last signature thereon. 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 Officers and Notices. Each SOW will specify a project officer or point of contact for all matters related to the work being performed under the SOW. For all other matters related to this MOU, including but not limited to notices related to contract renewal, termination, breach, or proposed amendments, the Parties agree to send any such notice in writing to the other Party's point of contact, who are specified below:

[GEORGE MASON UNIVERSITY]
F. Brett Berlin, Term Faculty Member
George Mason University
fberlin@gmu.edu

If to the County:
Jaime Lees, Process & Data Analysis Manager
Department of Technology Services
2100 Clarendon Blvd., Suite 610
Arlington VA 22201
703-228-0752
jlees@arlingtonva.us

With a copy to:
Office of the County Attorney
Attn: MinhChau Corr
2100 Clarendon Blvd., Suite 403
Arlington, Virginia 22201
mcorr@arlingtonva.us

4. Permitted Uses of County Data. Subject to the terms and conditions of this MOU, GEORGE MASON UNIVERSITY is granted a non-exclusive license to have and use the County's Data as specified in the applicable SOW.
5. Restrictions on Use. In addition to all restrictions specified in any applicable SOW, GEORGE MASON UNIVERSITY will comply with all applicable local, state and

federal laws or regulations that relate to data retention and to the security, use and/or dissemination of County Data.

GEORGE MASON UNIVERSITY agrees to ensure that County Data will not be shared with anyone, including any GEORGE MASON UNIVERSITY employees, contractors, consultants or agents who has not signed the County's Non-Disclosure of Data Agreement (NDA).

GEORGE MASON UNIVERSITY agrees to ensure that any GEORGE MASON UNIVERSITY personnel who are eligible for access to Data have agreed to comply with all restrictions and requirements attached to those Data, as specified in this MOU and any applicable SOW, before access is granted. GEORGE MASON UNIVERSITY will keep a record of all personnel with such access and will provide the County a list of those personnel within one business day upon request.

6. **Ownership.** The Parties acknowledge that the County Data provided to GEORGE MASON UNIVERSITY remains the sole property of Arlington County. This MOU conveys only a limited license to use County Data as specified in the MOU and any applicable SOW. Except as explicitly stated in this MOU, the County conveys no property interests or ownership interests to GEORGE MASON UNIVERSITY or any third party through this MOU.

The Parties acknowledge that that any deliverable(s) produced pursuant to this MOU and any applicable SOW is work-for-hire and is the sole property of the County. However, GEORGE MASON UNIVERSITY may publish the results of research using County Data after providing the County with a thirty (30) day period in which to review the proposed publication and supporting data, where applicable. The County may decline to allow County data to be included as supporting data or require that data be modified by masking, removing or aggregating data deemed by the County to be confidential and/or restricted/controlled access. The County's failure to respond within the thirty (30) day period shall be deemed a denial of the request to include County Data.

The Parties further acknowledge that GEORGE MASON UNIVERSITY's pre-existing data, processes, methodology or other intellectual property used by GEORGE MASON UNIVERSITY in the performance of work pursuant to this MOU shall remain the sole property of GEORGE MASON UNIVERSITY.

Any processes, methodology or intellectual property jointly created by GEORGE MASON UNIVERSITY and the County as a result of collaboration under this MOU shall be owned jointly by the both the County and GEORGE MASON UNIVERSITY.

7. **No Warranties.** Data is made available on an "as is," "as available" and "with all faults" basis. To the fullest extent permissible by law, the County expressly disclaims all warranties, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy, completeness, system integration or freedom from computer virus.


The County does not represent or warrant that the Data will be error-free or provided on an uninterrupted basis; that defects will be corrected or that the Data is up to date, complete or accurate.

8. Security. GEORGE MASON UNIVERSITY shall protect all data shared or exchanged pursuant to this MOU in accordance with the data classification in the applicable SOW and Attachment B: Data Classification Guidelines. For purposes of compliance with this MOU, GEORGE MASON UNIVERSITY shall use the same level of safeguards as those required for Data Owners, Data Stewards or Data Managers, as those terms are used in Attachment B. GEORGE MASON UNIVERSITY shall disclose to the County any data security breach involving shared County Data within one business day of discovery of the breach.
9. Virginia Freedom of Information Act (“VFOIA”) and Subpoenas. In the event GEORGE MASON UNIVERSITY receives a VFOIA request, subpoena, court order, or any other request for County Data, GEORGE MASON UNIVERSITY shall, prior to issuing any response, notify the County of the request and of its intended response and provide the County with an opportunity to respond or otherwise seek legal protection for its Data. GEORGE MASON UNIVERSITY shall notify the County as soon as possible of any such request, but in no case later than two business days after receipt of any such request.
10. Attribution and Publicity. All uses of County Data must display the following notice prominently: “Arlington County Data was used for this purpose, but it is not endorsed or certified by Arlington County.” The Arlington County name and logo are protected by trademark and the County owns and retains all rights to the Arlington County name and logo. GEORGE MASON UNIVERSITY may not use the Arlington County name or logo except as expressly permitted by this MOU.
11. Limitation of Liability. Under no circumstances will the County be liable to GEORGE MASON UNIVERSITY for any loss or damages of any kind that are directly or indirectly related to GEORGE MASON UNIVERSITY’s access or use of, or inability to access or use, County Data.
12. Termination and Data Retention. Without limiting other remedies available, the County may terminate this MOU or any SOW at any time, with or without cause. Upon termination, GEORGE MASON UNIVERSITY shall dispose of all copies of County Data in accordance with the applicable SOW. Data which has been previously approved by the County for use in published works maybe retained pursuant to that approval.

13. **Remedies.** In the event of a breach or threatened breach of this MOU by GEORGE MASON UNIVERSITY or any employee, representative or agent of GEORGE MASON UNIVERSITY, the County shall be entitled to injunctive relief to enforce this MOU. The County may also pursue other remedies available, all of which shall be cumulative.
14. **Venue and Jurisdiction.** The Parties agree that for any action brought pursuant to or to enforce any provision of this MOU, to the extent not otherwise prohibited by law, jurisdiction and venue shall be solely in the state courts in County of Arlington, Virginia.
15. **Assignment.** Neither Party may assign this MOU or any duties or obligations therein without the other Party's written consent.
16. **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 MOU be construed to create any partnership or joint venture between the parties.
17. **No Third Party Beneficiaries.** This MOU is not intended to, and shall not confer, upon any other person or entity other than the parties hereto, any rights or remedies with respect to the subject matter of this MOU.
18. **Complete Agreement.** This MOU is the entire agreement between the Parties related to ENTITY'S NAME use of County Data. No oral or written, prior or contemporaneous agreement shall have any effect, nor shall any subsequent agreements have any force or effect unless made in writing and signed by both Parties. This MOU was made in and shall be interpreted and performed pursuant to the laws of the Commonwealth of Virginia.

AUTHORIZED SIGNATURES

Signed by authorized representatives of the Parties on the dates written below.



Arlington County Manager,
on behalf of the Arlington County Board

Date: Nov-16, 2018



GEORGE MASON UNIVERSITY

Date: September 18, 2018

F. Brett Berlin, DAEN M.S. Capstone Director & Term Faculty
Printed Name and Title

**Arlington Profile Project
Scope Document**

Overview

Project Title	Arlington Profile
Project Scope	<p>CPHD proposes the Arlington Profile project in collaboration with the GMU team with two major outcomes as the project objectives.</p> <ol style="list-style-type: none"> 1. Develop a well-designed and highly functional template version of the Profile for on-going use and 2. Train County staff on the effective use of Power BI to produce the report. <p>The profile report will include major characteristics of the county such as population, housing, employment, education etc. The interactive report shall be used to train the county staffs about the data models, filters, tables and data sources applied for creating the report. Through this project, the County desires to create an interactive, online version of the Profile. The updated Profile would incorporate data gathered through the existing 2018 Profile as well as a re-envisioning of the Profile presentation by topic areas.</p>
Involved Agencies	CPHD, GMU, DTS
Key Stakeholders	<p>CPHD: Elizabeth Hardy, Andrew Pribulka GMU: F. Brett Berlin DTS: Jaime Lees, Rohit Devkota</p>
Start Date	September 25, 2018
Projected End Date	March 29, 2019

Deliverables

Description	Due
<ol style="list-style-type: none"> 1. Data Validation <ul style="list-style-type: none"> • Review data sources and 2018 Profile report. • Participate in background sessions with County staff (e.g., introduction to community planning). • Review background materials provided by County staff (e.g., new topic areas and relative priority of each area within scope of project) 	October 26, 2018
<ol style="list-style-type: none"> 2. Data Analysis – Gather and Document Business Requirements. <ul style="list-style-type: none"> • Apply agile methodology to working on project scope. • Propose one or more prototypes for presenting Profile online. 	November 30, 2018

<ul style="list-style-type: none"> • Collaboratively Design and Develop Online Profile. • Determine how, where, when to work with County staff on the design and development of the online report. • Identify the best way to create a report by including all the characteristics that need to be included in the county's profile. • Build data tables and data model, as needed, to support the report. 	
<p>3. Data Visualization –</p> <ul style="list-style-type: none"> • Define and build a detailed visualization presentation to show insight into the profiles, trends, patterns and significant changes in the profile in the county. • Produce and present an interactive visualized report using Power BI. • Train County staff on using the key Power Bi functions to analyze the report. 	Weekly from November 30 - end
<p>4. Recurring Process –</p> <ul style="list-style-type: none"> • Document each step executed during process of the project. • Create a User Guide to the Online Profile for County staff. • Document Data sources, tables and model, assumptions, filters, key functions for each visual or visual set. 	Weekly from November 30 - end
<p>5. Presentation –</p> <ul style="list-style-type: none"> • Prepare and present in-person final presentation including business problem, approach, work performed, outcomes and recommendations/lesson learned. 	March 29, 2019

Data Control Plan


Each County dataset to be shared is identified below. The datasets are individually classified and are to be handled according to their classification, per the County's Data Classification Guidelines and Best Practices (Attachment A). Any individual who will be assigned access must first review and sign the County's standard Non-Disclosure Agreement.

Dataset #1

Data Description	Arlington Profile 2018, 2019 and Previous Profile Years Data
Data Type	Excel Spreadsheet
Data Classification	Internal Department
Point of Contact	

Means of Delivery	Post data files to Sharepoint site
Schedule for Delivery	One-time publication at start of project and when 2019 available
Security and Access Provisions	None beyond what is specified in the data sharing agreement and data classification best practices and guidelines.
Permitted Use	Data may not be used beyond the purposes of the defined scope without written permission from Arlington County
Disposition of Data at Conclusion of Project	Final datasets will be posted to the Sharepoint site; all other copies of the data will be disposed of in accordance with the data classification best practices and guidelines.

Signed:



Elizabeth Hardy, Principal Planner
CPHD, Arlington County Govt

September 27, 2018

Date



F. Brett Berlin
DAEN M.S. Capstone Director & Term Faculty
VSE, George Mason University

September 18, 2018

Date

