

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL INSTITUTES OF HEALTH
AND
[INSERT NAME OF UNIVERSITY]
IN SUPPORT OF
THE STAR METRICS CONSORTIUM**

Whereas various U.S. Government agencies -- currently including the National Science Foundation (NSF); the National Institutes of Health (NIH), and the Office of Science & Technology Policy (OSTP) acting through its Committee on Science, a committee of the National Science and Technology Council (NSTC) -- have decided to collaborate in the creation of science of science policy tools that can improve management of their research and development portfolios and better assess the impact of their science and technology investments, which will be known as Science and Technology for America's Reinvestment: Measuring the Effect of Research on Innovation, Competitiveness and Science or STAR METRICS;

Whereas the NIH, an agency of the U.S. Government, in the Department of Health and Human Services (HHS), located at 9000 Rockville Pike, Bethesda, Maryland, is participating in STAR METRICS pursuant to its authorities under 42 U.S.C. §§ 241, 281 and 284, and has, pursuant to an agreement among the participating federal agencies, agreed to serve as the agency that will create and maintain the dataset that will support STAR METRICS;

Whereas [INSERT name of the University] (University), located at [INSERT location], is an institution of higher education that engages in research and training with federal research and development (R&D) funds and is interested in supporting the goals of STAR METRICS by voluntarily providing University administrative records to NIH in support of STAR METRICS ;

Now, therefore, the Parties agree as follows:

- 1.** In order to facilitate the purpose of the STAR METRICS Consortium, University agrees to provide data, as described in Attachment 1 and as specified below:
 - a.** NIH, acting on behalf of the STAR METRICS Consortium, will provide University with a search query code. This code will facilitate the retrieval of the administrative data elements identified in Attachment 1 from its administrative records.
 - b.** University will provide only de-identified administrative data. Specifically, University will provide the data fields enumerated in Attachment 1, including coded employee data, and no additional fields that would enable direct or indirect identification of any individual in the dataset.

- c. University will take appropriate measures to ensure the accuracy of data provided to NIH.
 - d. Data will be delivered on a quarterly base to NIH.
 - e. Data will be submitted to NIH by a Secure Email/File Transfer (SEFT) Service over an SSL/encrypted connection which is fully compliant with the Federal Information and Security Management Act (FISMA).
2. Neither NIH nor the other federal participants in the STAR METRICS Consortium will hold the code to permit the re-identification of any individuals in the dataset submitted by University. Further, neither NIH nor the other federal participants in the STAR METRICS Consortium will seek re-identification of individuals who are the subject of any data within the dataset.
 3. NIH will store the data in a federal data base following all the applicable security requirements for the storage of data.
 4. NIH will provide University with five reports with a summary of employment statistics as analyzed by the STAR METRICS Consortium based on the data provided by the University.
 5. It is understood and agreed by University that NIH is collecting the data on behalf of the STAR METRICS Consortium and that any summary data received by University from NIH will be available to the other federal agencies participating in the Consortium.
 6. It is understood and agreed by University that the data submitted to the NIH and the other agencies participating in the STAR METRICS Consortium becomes government records and may be subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, which, subject to certain exceptions, provides individuals with access to government records.
 7. This agreement becomes effective on the date of the last signature and shall remain in full force and effect for one year, unless modified or terminated.
 8. This agreement can be modified only by a written amendment signed by both Parties. Either Party may terminate this agreement by providing 60 days written notice to the other Party. It is understood that data provided prior to termination will remain with the NIH.
 9. This agreement in no way restricts the NIH or University from participating in similar activities or arrangements with other public or private agencies, universities, organizations, or individuals.

10. Nothing in this agreement should be interpreted to imply that members of the STAR METRICS Consortium (currently NIH, NSF and OSTP) endorse University or its products or services. University will not take any action or make any statement that suggests or implies such an endorsement.
11. The construction, validity, performance and effect of this agreement will be governed by U.S. Federal law, as applied by the Federal courts in the District of Columbia.
12. University represents that the signatory below has the authority to deliver the data and bind the University to the terms herein.

SIGNATURES

For the STAR METRICS Consortium:

Signature: /s/_____

Lynn Hudson, Ph.D.
Director
Office of Science Policy Analysis
Office of Science Policy
Office of the Director
National Institutes of Health
Department of Health & Human Services

Date:

Attachment 1

	Data Element	Definition
Information on Scientists and Awards	For each Award	
	Federal Award Number	The identifying number assigned by the awarding Federal Agency, such as the federal grant number, federal contract number or the federal loan number.
	University DUNS Number	The organization's 9-digit Data DUNS number
	University Award Id	University's internal number for the award.
	Overhead Charged	The overhead amount charged in the reporting period.
	For each individual	
	Anonymized Employee Id	Unique Employee ID (not Social Security number) of grant funded personnel
	Occupational Classification	Occupational classification / Job description of the funded personnel (ex. Faculty, Undergrad Student, Grad Student, Admin, Technical Support, Post grad Student)
	FTE Status	Designation of the status of the funded personnel (full time = 1.0, half time = .5)
Proportion of time allocated to award	Calculated portion of the time expended by the funded personnel during the reporting time period.	
Information on Overhead	Report to cognizant agency	Report submitted to cognizant agency that supports the recipients recovery of administrative overhead costs through an indirect cost rate.
Payments to vendors	For each payment to a vendor	
	Federal Award Number	The identifying number assigned by the awarding Federal Agency, such as the federal grant number, federal contract number or the federal loan number.
	University Award Id	University's internal number for the award.
	Vendor DUNS Number	Vendor DUNS Number. The Vendor's 9 digit DUNS number
	Payment Amount	The amount invoiced to the vendor in the reporting period
Subcontracts and subawards	For each Subaward	
	Federal Award Number	The identifying number assigned by the awarding Federal Agency, such as the federal grant number, federal contract number or the federal loan number.
	University Award Id	University's internal number for the award.
	Subaward recipient DUNS Number	The sub recipient organization's 9- digit DUNS number
Total Subaward Funds Disbursed	The amount of cash disbursed to the sub-awardee in the reporting period.	