

DATA USE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY AND HARRIS COUNTY

This Agreement (“Agreement”) between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (“Stanford”), an institution of higher education having corporate powers under the laws of the State of California, and Harris County, a body corporate and politic under the laws of the State of Texas (“County” or “Recipient”), acting by and through the Office of County Administration (the “Department” or “HCOCA”), is effective as of the date of last signature below (“Effective Date”). Stanford and Recipient are referred to herein collectively as the “Parties” and individually as a “Party.”

Dr. Philip Fisher (“Principal Investigator”) of Stanford plans to provide the data described in Exhibit A (“Data”) to Recipient for a research project described in Exhibit A (“Research Program”). The Parties hereby agree as follows:

1. LICENSE GRANT

- 1.1 **License Grant.** Subject to the terms and conditions of this Agreement, Stanford grants to Recipient a nonexclusive right to use the Data solely in the Research Program, during the Term of this Agreement as set forth in Exhibit A (“Term”).
- 1.2 **License Term.** Principal Investigator will make the Data available to Recipient during the Term, which Term may be extended only by advance written agreement of both Parties.
- 1.3 **No Other Rights.** This Agreement does not constitute, grant nor confer any license under any patents or proprietary interests of one Party to the other, except as explicitly stated herein.

2. STANFORD DATA

- 2.1 **Ownership.** Stanford retains ownership of the Data. Stanford retains all rights to distribute the Data to other commercial or non-commercial entities.
- 2.2 **De-identification.** All individually identifiable health information has been removed from Data. Data does not include “Protected Health Information” (“PHI”) as defined in 45 C.F.R. Section 160.103. Should Recipient inadvertently receive Data that has not been completely de-identified, or otherwise identifies a subject, Recipient shall notify Stanford immediately and shall follow Stanford’s written instructions for handling, which may include return or destruction of the identifiable information.

3. RECIPIENT USE OF STANFORD DATA

- 3.1 **Restrictions.** Recipient will use Data only for the Research Program. If Recipient desires to use or disclose any Data for purposes other than the Research Program, Recipient must

obtain prior written consent from Stanford, either by an amendment to this Agreement or a new agreement.

- 3.2 **No Further Access or Transfer.** Recipient will not disclose or transfer the Data to any third party without prior written consent from Stanford.
- 3.3 **No Re-identification or Contact.** Recipient acknowledges and agrees that: (1) Recipient will not attempt to re-identify or otherwise determine the identity of any human subject or other individual who may be the subject of the Data, and will not attempt to contact any such individuals for any purpose, and (2) considerable harm may ensue if Recipient (or any recipient of the Data) intentionally or negligently allows the disclosure, release or publication of information that identifies such individuals. In the event that Recipient inadvertently receives identifiable information or otherwise identifies an individual, Recipient will promptly notify Stanford and follow Stanford's reasonable written instructions, which may include return or destruction of the identifiable information.
- 3.4 **Data Security.** Recipient will follow data security best practices for receipt, storage and use of Data, and specifically agrees that it will:
- (1) implement and maintain commercially reasonable and appropriate physical, technical, and organizational security measures designed to protect the Data against accidental or unlawful loss, destruction, alteration, unauthorized disclosure or access, and all other unlawful forms of collection or use, consistent with Stanford's Minimum Security Standards set forth at minsec.stanford.edu;
 - (2) assist Stanford as reasonably requested to respond to requests from government authorities, data subjects, or others to provide information (including details of the activities performed by Recipient) related to Recipient's processing of the Data;
 - (3) Only process the Data on its systems or facilities to the extent necessary to perform its obligations contemplated by the parties under this Agreement.
 - (4) maintain reasonably accurate and up-to-date logs and records of the processing of the Data;
 - (5) not lease, sell, distribute, or otherwise encumber the Data for any purpose; and
 - (6) promptly notify Stanford of any investigation, litigation, arbitrated matter, or other dispute relating to Recipient's security or privacy practices as it may directly and materially relate to Recipient's performance of its obligations to Stanford under this Agreement.
- 3.5 **Notice of Data Incidents.** Recipient shall without undue delay (within 48 hours of confirmation) notify Stanford if any of the following occur:
- (1) any unmitigated, material security vulnerability, or weakness of which Recipient has actual knowledge, in either Stanford's or the Recipient's systems or networks that has compromised the Data;
 - (2) any successful, imminent or significant threat of unauthorized access, use, disclosure, breach, modification, theft, loss, corruption or destruction of information, or any interference with information technology or system operations, that negatively impacts the confidentiality, integrity, and availability of the Data; or

(3) any known failure or inability to maintain material compliance with requirements of this Agreement or any applicable law.

3.6 **Reporting.** In consideration of Stanford having provided Data, Recipient will report the results of its research with Data to Principal Investigator.

3.7 **Compliance with Law and Policy.** Recipient's use of Data will comply with all applicable federal, state and local laws and regulations, including those of the NIH, FDA, or DHHS, and the Code of Federal Regulations for the protection of human subjects (45 CFR 46.102). In addition, Recipient represents and warrants that all relevant Recipient or institutional policies have been followed, including the completion of any IRB or ethics review or approval that may be required.

3.8 **RESERVED.**

4. PUBLICATION

Any publication or presentation of results will appropriately cite the contributions of Stanford using customary standards of scientific attribution. Recipient will provide Stanford with publications or presentations of previously unpublished results seven (7) days before submission for presentation or publication, to enable Stanford to identify and request removal of its confidential information and to seek patent protection, if applicable, and to allow Stanford to meet any reporting requirements it may have with sponsors who may have funded the research that supported collection of the Data.

5. GENERAL PROVISIONS

5.1 **Publicity.** Neither Party will use the name or trademark of the other Party, or the names of the other Party's employees, students or agents in any publicity, advertising or announcement related to this Agreement without the prior written consent of the other Party's authorized officials.

5.2 **No Warranties.** Data are provided by Stanford AS IS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

5.3 **Liability.** In no event shall either Party be liable to the other for any indirect, punitive, consequential, or special damages, including lost revenues or profits, arising from breach of the terms of this Agreement, negligence, strict liability or other tort, or any other cause of action.

5.4 **No Personal Liability; No Waiver of Immunity.**

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement

does not create any personal liability on the part of any officer, director, employee, or agent of the County.

- (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas and California Constitutions and the laws of the State of Texas and the State of California.
- (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the California Constitution or the laws of the State of Texas or the State of California.
- (4) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

5.5 Termination. Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice. Within thirty (30) days after the effective date of termination, Recipient will discontinue all use of the Data and related information, and destroy the Data in accordance with Stanford's instructions. Sections 2.1, 3.1 to 3.7, 4, 5.1, 5.2 and 5.3 will survive the termination or expiration of this Agreement.

5.6 TEXAS PUBLIC INFORMATION ACT

- (1) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552001 et seq., as amended (the "Act"). Stanford expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Stanford.
- (2) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Stanford for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- (3) In the event the County receives a written request for information pursuant to the Act that affects Stanford's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Stanford under this Agreement, then the County will promptly notify Stanford of such request. Stanford may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Stanford is solely responsible for submitting the memorandum brief and

information to the Attorney General within the time period prescribed by the Act. Stanford is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- (4) **Electronic Mail Addresses.** Stanford affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Stanford and agents acting on behalf of Stanford and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

- 5.7 **Notice.** All notices under this Agreement are deemed fully given when written, addressed, and sent as follows:

All notices to Recipient are e-mailed or mailed to:

Harris County Department of Economic Equity and Opportunity
1001 Preston Street, Suite 630
Houston, Texas 77002
Attn: Jaclyn Ballesteros
Email: Jaclyn.Ballesteros@harriscountytexas.gov

All notices to Stanford are e-mailed or mailed to:

Office of Research Administration
Stanford University
485 Broadway, Floor 3
Redwood City, CA 94063
Osr_intake@stanford.edu
cc: philf@stanford.edu
Reference: RRA-526032

- 5.8 **Severability.** If any paragraph, term, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the substantive laws of the State of California or Texas, then the paragraph, term, condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.
- 5.9 **Integration.** This Agreement, including attached Exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof, and may not be altered or amended except in writing, signed by an authorized representative of each party.
- 5.10 **Electronic Copy.** The Parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original

signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

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[signatures continue on next page]

The duly authorized Party representatives execute this Agreement.

**THE BOARD OF TRUSTEES OF
THE LELAND STANFORD JUNIOR
UNIVERSITY** Joshua Murphy

Signature: JD, CIPP/US

Name: Joshua Murphy

Title: Assistant Director, OSR

Date: June 14, 2024

HARRIS COUNTY

By: _____

LINA HIDALGO

COUNTY JUDGE

Digitally signed by Joshua
Murphy JD, CIPP/US
Date: 2024.06.14 08:31:15
-07'00'

I acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities under this Agreement.

PRINCIPAL INVESTIGATOR

Signature: 

Name: Phil Fisher

Title: Professor

Date: 6/13/24

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE

COUNTY ATTORNEY

By: Manasi Tahiliani

Manasi Tahiliani

Assistant County Attorney

C.A.O. File No.: 23GEN2866

Exhibit A – Research Program

Data means data collected from parents and caregivers with children under the age of 6 about the participant’s demographic information, child care, health care, parent wellbeing, child wellbeing, and material hardship. The survey also includes open-ended response questions that aim to better understand the challenges, needs, resiliency factors, and overall well-being of households with children under 6 in the Harris County, Texas community. All data that could reasonably lead to re-identification of survey respondents will be excluded. Zip code data will be shared because they have been deemed critical for the planned analyses that will utilize location within Harris County, Texas.

Research Program: Local communities share a demand for actionable, timely and relevant community-level data on the needs, use of programs and resources, and the well-being and experiences of adults in the lives of young children. The RAPID Survey team at the SCEC collaborates with local community organizations to address this need through ongoing place-based surveys. RAPID, in collaboration with trusted community-based organizations, aims to amplify caregiver voices locally, complement existing data collection, and build local capacity to transform data and caregivers’ voices to action.

For this particular scope and data sharing agreement, RAPID wishes to share data collected from the Harris County survey with their project partner HCOCA so they may use it to support their community in learning and understanding the needs of households with young children.

HCOCA may use the data to perform their own original analyses and create their own original products (e.g. write-ups, presentations) as long as they cite and attribute the data to the RAPID team.

Specific uses that have been identified by HCOCA at the time of this scope of work include:

- Inform future early childhood initiatives for Harris County.
- Give insight to the state of families and children during and post-pandemic for various stakeholders and community leaders.
- Post reports/findings to social media and other outlets affiliated with Harris County.
- Add findings to websites and other digital resources.

Term: A period lasting from the Effective Date until Five (5) years thereafter or until termination of this Agreement, whichever is earlier.

ORDER OF COMMISSIONERS COURT
Authorizing Execution of a Data Use Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF A DATA USE AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR
UNIVERSITY AND HARRIS COUNTY**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Hidalgo be is hereby authorized to execute on behalf of Harris County a Data Use Agreement with The Board of Trustees of the Leland Stanford Junior University whereby Harris County will collaborate with The Board of Trustees of the Leland Stanford Junior University to receive data as defined herein for the RAPID-EC Survey at no additional cost to the County. The Data Use Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.