



Data Transfer and Use Agreement (“Agreement”)

This Agreement is entered into between Harris County, Texas, a body corporate and politic under the laws of the State of Texas on behalf of the Office of County Administration, hereinafter referred to as “Provider”, and the Trustees of Princeton University on behalf of the Eviction Lab, hereinafter referred to as “Recipient.” Provider and Recipient may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Provider shall make Data, as defined below, available to Recipient as described herein.

WHEREAS, the research contemplated by this Agreement will further the instructional and research objectives of Recipient in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

NOW, THEREFORE, the Parties agree hereto as follows:

Project and Agreement at a Glance Project

Contact Information

Provider: Harris County

Provider Contact:

Office of Management and Budget
Director, Budget and Performance
1001 Preston Street, Suite 500
Houston, Texas 77002
Attn: Janet Gonzalez
Email: janet.gonzalez@bmd.hctx.net

Recipient: The Eviction Lab at Princeton University

Recipient Scientist: Matthew Desmond

Agreement Term Length: The Agreement Term (“Agreement Term”) commences upon approval by Harris County Commissioners Court (the “Effective Date”) and shall remain in full force and

effect for two years from the Effective Date unless terminated earlier in accordance with Section 7.

Title(s):

Assistance and Eviction: Evaluating the Impact of ERA on Housing Stability

Principal Investigator(s):

Matthew Desmond, PhD and Peter Hepburn, PhD

Project Description:

See below and in Schedule A, attached hereto and incorporated by reference.

Transfer of Data:

Provider will share the following data with the Eviction Lab (“Recipient”, “we”, “us”) for the purposes described below and in **Schedule A**. Provider will be credited if such data is used in published writings.

Description of Data:

Data shared with Recipient from Provider will be applicant data from Emergency Rental Assistance (“ERA”) grantee programs (“ERA Application Data”) from the Connective database. ERA grantees are the only source of information for the individuals who applied for rental assistance. These data include but are not limited to the names and addresses of all individuals who applied; if rejected, the date and cause for application denial (e.g., geographic or income ineligibility, landlord refusal to cooperate, insufficient grantee funds); and, if accepted, the date and amount of ERA distributed.

Purpose and Proposed Use(s) of Data:

We propose to use applicant data from ERA grantee programs to estimate the impact of aid receipt on eviction outcomes. Specifically, we will match ERA applications to eviction records to assess whether those who received assistance were at lower risk of eviction filing and eviction judgment than those who applied for ERA but did not receive it. This research will allow us to demonstrate the effectiveness of ERA in promoting housing stability and analyze the characteristics of renters who benefited most from the program.

We anticipate working with Provider to fully understand how these data were collected and how we should interpret and analyze them. We also anticipate devoting time to cleaning and standardizing these data.

Analyses will inform academic research to advance public understanding of the eviction crisis. No individual applicants will be identified in any published reports based on these analyses.

Data may be transferred to a secure server managed by the Census Bureau. This server is accessible only by the Eviction Lab Research Director, Eviction Lab Principal Investigators, Recipient Scientist, Census researchers partnered with the Eviction Lab, and Recipient’s faculty, employees, fellows, and students (“Recipient Personnel”). Data may be merged with restricted administrative

data maintained by the Census Bureau for research purposes only. Statistical products created by these merges must go through strict disclosure review to prevent the release of confidential information.

Terms and Conditions

- 1) **Data**: Provider shall provide the data set described in **Schedule A** to this Agreement (the “Data”) to Recipient and Recipient Personnel for the research purpose set forth in that Attachment (the “Project”). The Data is provided at no cost. **Schedule A** to this Agreement shall list the Data provided to the Recipient and Recipient Personnel under the terms of this Agreement for the Agreement Term.
- 2) **License to Use Data**: Subject to the terms and conditions of this Agreement, Provider hereby grants to Recipient and Recipient Personnel the non-exclusive rights: (i) to use the Data for research and relating scholarly activities, including those listed in this Agreement and **Schedule A**; (ii) to use the research results in further research; and (iii) subject to Section 3, to publish, reproduce, or use the research results and other products of the research in works such as (without limitation) academic journals, books, online publications, unpublished working papers, and reports, materials, and information included in presentations for academic seminars and similar events. Provider shall retain ownership of any and all rights it may have in the Data, and Recipient does not obtain any ownership rights in the Data other than as set forth herein. Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by those who: (i) have a need to use, or provide a service in respect of, the Data in connection with the Project; (ii) have been made aware of the terms of this Agreement and agreed to comply with such terms; and (iii) whose obligations of use are consistent with the terms of this Agreement. Any sharing of Data with or use of Data by anyone other than Recipient Personnel, excepting the Census Bureau, is subject to prior, written approval by the Eviction Lab Research Director or Eviction Lab Principal Investigator.
- 3) **Confidentiality**: Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Recipient Personnel, without the prior written consent of Provider. Recipient and Recipient Personnel agree to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data prior to receiving any Data hereunder. Recipient shall save the Data on encrypted, password-protected machines only. Any hard copies of the Data—including hard drives, paper records, flash drives, or computer disks—will be stored by Recipient and Recipient Personnel in a locked safe or a locked office under Recipient’s sole control. Recipient shall only send or distribute the Data to Recipient Personnel through secured means, and Recipient shall not send or distribute the Data to Recipient Personnel through unsecured means, such as but not limited to an unsecured email server, social media platform, Slack or institutional email. Recipient shall comply with any other special requirements relating to safeguarding of the Data pursuant to Section

6. As stated herein, no individual applicants will be identified in any published reports based on the Data analyses. These obligations of confidentiality herein shall survive for five (5) years following termination or expiration of this Agreement.

- 4) **Compliance:** Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 5) **Recognition:** Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards. Any published research relating to or incorporating the Data will include attribution in the text, footnote, or other acknowledgments section.
- 6) **Data Breach:** In the event Recipient becomes aware of actual or suspected unauthorized access, disclosure or loss of Data, or any other use or disclosure of Data inconsistent with this Agreement (any such event a "Data Breach"), Recipient shall immediately notify the Harris County Director of Budget and Management. Recipient agrees to promptly cooperate and provide all reasonable assistance that Provider may request in order to remedy and otherwise manage any Data Breach. In the event of a Data Breach, transfer of Data under this Agreement shall cease, pending review by Princeton University. Recipient acknowledges and understands that Provider may be required to recall or revise Data provided to Recipient in accordance with directives from federal, state or local governmental authorities, including judicial and administrative authorities (a "Directive"). Upon notice of such an event, Recipient agrees to promptly cooperate and provide all reasonable assistance that Provider may request in order to comply with the Directive, including returning and/or destroying the Data if Provider determines either to be necessary for compliance with the Directive.
- 7) **Termination:** Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 16, this Agreement, including all Attachments hereto, shall expire at the end of the Agreement Term as set forth above. Either party may terminate this Agreement or any Attachment hereto with thirty (30) days written notice to the other party's Authorized Official as set forth below. In the event of a Data Breach or use of the Data contrary to the provisions of this Agreement, Provider may terminate this Agreement or any Attachment hereto immediately.
- 8) **No Representations and Warranties:** Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS, OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY

PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

- 9) **Liability**: Except to the extent prohibited by law, Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient. No indemnification for any loss, claim, damage, or liability is intended or provided by either Party under this Agreement.
- 10) **Use of Name/Intellectual Property**: Except as expressly provided herein, neither Party shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.
- 11) **Notices**: Any notice under this Agreement, excluding the actual provision of Data, may be delivered in person, via facsimile (with the original sent promptly by ordinary mail), by electronic mail, by registered or certified mail (postage prepaid), or by a recognized delivery service to the appropriate address listed above under "Contact Information" or to the most recent other contact information provided by Provider or Recipient (by means of notice complying with this paragraph), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.
- 12) **Independent Contractor**: The Parties are independent contractors and neither Party shall be deemed to be an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to take any action which shall be binding on the other Party.
- 13) **No Personal Liability; No Waiver of Immunity**: 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. The Parties agree that no provision of this Agreement extends Provider's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. 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

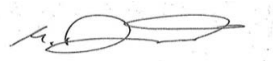
the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

- 14) **Governing Law**: All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of Texas, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be in a court of competent jurisdiction in Houston, Harris County, Texas.
- 15) **Assignment**: This Agreement and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise), without the written consent of the other Party and any attempt to assign without such consent shall be void.
- 16) **Modification**: No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both Parties. Each amendment hereto shall be executed by duly-authorized representatives of both Parties prior to Provider transferring the Data specified thereunder to Recipient. Upon entering into an amendment hereto, the parties shall update **Schedule A** as necessary.
- 17) **Severability**: If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.
- 18) **Counterparts**: This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 19) **Entire Agreement**: Unless otherwise specified, this Agreement and **Schedule A** embody the entire understanding between Provider and Recipient regarding the transfer of the Data to Recipient for the Projects.
- 20) **Authority to Sign**: The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

[EXECUTION PAGE FOLLOWS]

Signatures

THE EVICTION LAB AT PRINCETON
UNIVERSITY

By 
Matthew Desmond
Maurice P. During Professor of Sociology
Principal Investigator, Eviction Lab
Princeton University
Date: 1/11/2023

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEY
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 22GEN3782

Contact Information for Formal Notices:

Name: Matthew Desmond
Address: 153 Wallace Hall
Princeton University
Princeton, NJ 08544

Email Address: matthew.desmond@princeton.edu

Contact Information for Formal Notices:

Name: Janet Gonzalez
Address: 1001 Preston Street, Suite 500
Houston, Texas 77002

Email: janet.gonzalez@bmd.hctx.net

Schedule A

Assistance and Eviction: Evaluating the Impact of ERA on Housing Stability

Principal Investigators Matthew Desmond, PhD and Peter Hepburn, PhD

We propose to use applicant data from Emergency Rental Assistance (ERA) grantee programs to estimate the impact of aid receipt on eviction outcomes. Specifically, in multiple jurisdictions we will match ERA applications to eviction records to assess whether those who received assistance were at lower risk of eviction filing and eviction judgment than those who applied for ERA but did not receive it. This research will allow us to demonstrate the effectiveness of ERA in promoting housing stability and analyze the characteristics of renters who benefitted most from the program.

ERA Application Data: ERA grantees are the only source of information about the individuals who applied for rental assistance. These data include the names and addresses of all individuals who applied; if rejected, the date and cause for application denial (e.g., geographic or income ineligibility, landlord refusal to cooperate, insufficient grantee funds); and, if accepted, the date and amount of ERA distributed. We anticipate working with the grantees to fully understand how these data were collected and how we should interpret and analyze them. We also anticipate devoting time to cleaning and standardizing these data. We have extensive experience working with administrative data of this sort, having collected, cleaned, and validated over 100 million eviction court records to build the [Eviction Lab's national database](#).

Eviction Data: In each of the locations in which we are proposing to conduct analyses, we have collected data on all eviction cases filed during the COVID-19 pandemic. These data were gathered through the [Eviction Tracking System](#) (ETS), a tool that we developed to track eviction cases in real-time in jurisdictions across the country. We currently collect data from six full states and 31 cities, areas that are home to one in every four renter households in the U.S.

Once cleaned and standardized, we will use a probabilistic matching algorithm (the *fastlink* package in R) to match ERA application data to eviction court records. Once matched, this will allow us to observe all eviction filings and eviction judgments against ERA applicants (successful and unsuccessful), and to distinguish between cases that preceded and followed the application or application decision.

Research Questions: Relative to applicants who did not receive assistance, were households who received ERA more or less likely to (1) face an eviction filing or (2) be evicted?

- We hypothesize a protective effect of ERA for both outcomes, such that recipients will be significantly less likely to face a filing or receive an eviction judgment.
- We hypothesize that the effect on eviction judgments will be larger than the effect on eviction filing, given that some landlords may have used the threat of eviction (through case filing) to motivate tenants to apply for ERA and that an eviction filing was an explicit precondition for ERA prioritization in some jurisdictions.

- Among both non-recipient and recipient populations of applications, we will detail the distribution of eviction filings relative to application. Relative to ERA recipients, we hypothesize that significantly more the filings against non-recipients will have come *after* they submitted their application for assistance.

Analysis and Identification: To address the research question, we will analyze eviction outcomes for the recipient and non-recipient population of ERA applicants. We will distinguish between non-recipients based on the reason that their application was denied. In each site under analysis, we will produce basic descriptive statistics showing the number of applicants in the given group who were filed against for eviction or received an eviction judgment:

1. prior to their application,
2. while their application was pending, or
3. following application decision (in the subsequent three, six, nine, and 12 months).

We will then fit a series of linear probability regression models that allow us to identify the effects of ERA receipt on eviction outcomes. Specifically, we will use these models to predict the likelihood of eviction filing or judgment pre-application, while the application was processing, or post-decision based on the outcome of the application (approved or rejected). We will run these models across all applicants and then within a restricted sample that removes ineligible applicants (e.g., those who did not qualify based on household income or living outside of the service area).

We will expand these models to account for socio-demographic and economic characteristics of the applicants recorded in their applications: race/ethnicity and gender of the applicant, household income (binned into categories), how far behind on rent the household was at the time of application, and presence of children in the household. We will also include neighborhood characteristics, employing five-year estimates from the American Community Survey (ACS) to account for racial/ethnic majority, median rent, vacancy rate, and percent of foreign-born residents in the Census tract in which the applicant lives. These household and neighborhood characteristics have been linked to the likelihood of eviction in the previous literature. By controlling for these factors, we aim to isolate the effect of ERA receipt in reducing the risk of eviction filing and eviction judgment. We will also explore the use of stratified analyses and interaction terms within the regression framework that will allow us to identify whether some groups saw larger effects of ERA receipt (e.g., whether there was a larger impact of ERA for Black than white renters).

Data Protections and Privacy: The Eviction Lab has extensive experience storing and protecting sensitive data, and our protocols are approved and monitored by the Princeton University IRB. All application data that ERA grantees provide for these analyses will be maintained on a system of secure servers housed at Princeton. Access to these servers is restricted to core Eviction Lab research staff. These data will not be shared with any outside researchers or entities except with the written permission of the grantee. The Eviction Lab does not and will not disclose identifying information for any individual who has been filed against for eviction or applied for ERA. All published products resulting from these analyses will be checked to ensure that reidentification of applicants is not possible. All data will be securely destroyed when the project is completed.

Principal Investigators: *Matthew Desmond* is a renowned expert on eviction whose work has substantially shaped national policy debate on the topic. Recipient of the Pulitzer Prize and the National Book Critics Circle Award, his work has been recognized and supported by a MacArthur Fellowship, NICHD, and many foundations. *Peter Hepburn* is an assistant professor of Sociology at Rutgers University-Newark and a research fellow at the Eviction Lab. Throughout the pandemic, he has engaged with local, state, and federal policymakers—including senior White House and Treasury Department staff—to advise on eviction filing trends and policy response.

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on

, with all members present except_____.

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

**ORDER AUTHORIZING EXECUTION OF DATA TRANSFER AND USE
AGREEMENT BETWEEN HARRIS COUNTY AND PRINCETON UNIVERSITY**

Commissioner_____introduced an order and moved that Commissioners Court adopt the order. 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 adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County a Data Transfer and Use Agreement with Princeton University for Harris County to provide applicant data from Emergency Rental Assistance grantee programs to The Eviction Lab at Princeton University to allow Princeton University to estimate the impact of aid receipt on eviction outcomes, at no cost to Harris County. The Agreement is incorporated as though fully set forth herein 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.