

Data Use Agreement

THIS DATA USE AGREEMENT (the “**Agreement**”) between the **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “**Data Owner**” and The University of Notre Dame, hereinafter referred to as “**Recipient**” on behalf of the Wilson Sheehan Lab for Economic Opportunities (“**LEO**”). Data Owner and Recipient may hereinafter be referred to individually as a “**Party**,” and collectively as the “**Parties**.” The effective date of this Agreement shall be upon execution by the Parties (the “**Effective Date**”).

WHEREAS, Data Owner 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 hereto agree as follows:

1. **PURPOSE.** Data Owner shall provide the Data to Recipient for the purpose set forth in **Exhibit A** (the “**Purpose**”). The Data are provided at no cost. The Data shall not be used except as authorized under this Agreement. For purposes of this Agreement, a “**Recipient Researcher**” is an individual researcher who (i) is a faculty member, fellow, student, or employee of Recipient and (ii) needs to access the Data for the Purpose. The Data will be made available only to Recipient Researchers. The Data shall not be further distributed to others, including without limitation, employees or representatives of Recipient other than the Recipient Researchers, without Data Owner’s prior written consent. In no circumstances shall the Data be used in connection with the diagnosis or treatment of human subjects.
2. **DATA.** “**Data**” means the confidential and proprietary information that is described in **Exhibit B**, to be disclosed by Data Owner for the Purpose to the recipients described in Section 1.
3. **TERM.** The Term commences on the Effective Date. The expiration of the Term is the earlier of: (i) two (2) years from the Effective Date or (ii) termination under Section 9.
4. **LICENSE TO USE DATA.** Subject to the terms and conditions of this Agreement, Data Owner hereby grants to Recipient and Recipient Researchers the non-exclusive rights (i) to use the Data for teaching and research and related scholarly activities, including those listed in the Purpose; (ii) to use the research results in further research; and (iii) subject to Section 5, 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 conferences and similar events. Data Owner shall retain ownership of any rights it may have in the Data.

Data may be used in the form of raw data and aggregated form. Data may be combined with other data sets.

5. **INTELLECTUAL PROPERTY AND PUBLICATION.** Recipient and Recipient Researchers will be free to distribute and publish research results and other products of its research in works such as academic journals, books, and online publications, unpublished working papers, and reports, materials and information included in presentations for academic seminars and conferences derived from, based on or using the Data after providing Data Owner in advance with a thirty (30) day period

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in which to review each proposed publication in confidence, provided that the scope and purpose of such review will be limited to the identification of Data contained in the publication. At the end of the 30-day review period, Recipient and Recipient Researchers will have the right to publish, excluding Data. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by Data Owner.

Recipient agrees to recognize the contribution of the Data Owner in all written or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards.

Recipient or Recipient Researchers, as the case may be under Recipient intellectual property policies, shall own the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to (i) all their research results based on, derived from or using the Data, and (ii) all tangible materials, inventions, discoveries, works of authorship, software, information, and data conceived or developed by them in the performance of the Purpose.

6. **CONFIDENTIALITY.** Recipient (i) will use reasonable care to protect the security of Data, (ii) will limit access to Data to authorized recipients as provided in Section 1; and (iii) will not at any time during or after the term of this Agreement disclose Data to any other person without first obtaining Data Owner's prior written consent (except as otherwise required by law in which case Recipient shall, unless otherwise prohibited by law, notify Data Owner prior to such disclosure). Recipient will report promptly to Data Owner any disclosure of Data not provided for by this Agreement of which it becomes aware.

Notwithstanding the foregoing, in no event is information Data if it (a) was lawfully in the possession of Recipient or Recipient Researchers before receipt from Data Owner; (b) is or becomes publicly available through no breach of this agreement; (c) is received by Recipient or Recipient Researchers, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to Recipient; (d) is independently developed by Recipient or Recipient Researchers without use of the Data or (e) is required to be disclosed by a court of law. In such a case Receiving Party will advise the Disclosing Party prior to disclosure so that Disclosing Party will have an opportunity to seek a protective order or other appropriate relief.

Data Owner may be identified as the source of the Data. Furthermore, each Party may disclose both the relationship with the other and this Agreement.

The Data shall be provided to Recipient by means of electronic files, access to which shall be encrypted, or otherwise transmitted securely by Data Owner (e.g., secure file sharing system, such as Accellion or an encrypted IronKey secure flash drive.)

These obligations of confidentiality herein shall survive for five (5) years following termination or expiration of this Agreement.

7. **NO REPRESENTATIONS AND WARRANTIES.** Data Owner warrants that it has the right to disclose the Data to Recipient and Recipient Researchers. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION 7, DATA OWNER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS

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OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RECIPIENT AND RECIPIENT RESEARCHERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE RESEARCH AND RESEARCH RESULTS AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. **USE OF NAME.** Each Party agrees that the name of the other Party, its trustees, officers, agents and employees will not be used for advertising, product endorsement or purposes of advertising.
9. **TERMINATION.** This Agreement shall expire as of the date described in Section 3, unless extended by agreement of the Parties or terminated earlier under this Section 9. Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Data Owner may terminate this Agreement immediately if Recipient is determined to be in breach of this Agreement.

Upon the earliest to occur of completion of the research for the Purpose, or termination or expiration of this Agreement, Data Owner may instruct Recipient in writing to either destroy or return the Data to Data Owner within a reasonable time limit, but not more than thirty (30) days from the date of notification, provided, however, that Recipient may retain one copy of the Data to the extent necessary to comply with the records retention requirements under any law or regulation and for the purposes of research integrity and verification.

10. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, 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 IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE.
11. **GOVERNING LAW & LANGUAGE.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Texas, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Any action, suit or other proceeding arising under or relating to this Agreement (a "**Suit**") shall be brought in a court of competent jurisdiction in Houston, Harris County, Texas, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of Texas. Each Party agrees not to raise any objection at any time to the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

The English language version of this Agreement shall be the official version. The Agreement may be translated, if necessary, but the English language version shall govern in the event of any inconsistencies between the two.

12. **COMPLIANCE WITH LAW.** Data Owner and Recipient will perform under this Agreement in compliance with all requirements of all applicable laws, rules and regulations, as well as all

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professional standards applicable to such research. The Parties shall cooperate with each other to facilitate compliance with these laws, regulations and standards.

13. **NOTICES.** Any notice under this Agreement, excluding the actual provision of Data, may be delivered in person, or sent by fax (with the original sent promptly by ordinary mail), by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the appropriate addresses listed in **Exhibit C** or to the most recent other contact information provided by the 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.
14. **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.
15. **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 the County'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.
16. **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.
17. **MODIFICATION.** No modification or waiver of any provision of this Agreement or any Exhibit shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
18. **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.
19. **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.
20. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Exhibits embody the entire understanding between Data Owner and Recipient for the Purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Data Owner and Recipient have executed this Agreement as of the Effective Date.

DATA OWNER

By: _____

Name: Lina Hidalgo

Title: County Judge

Date:

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE

County Attorney

By: Philip Berzins

Philip Berzins

Assistant County Attorney

CAO File No.: 21GEN0918

RECIPIENT

The University of Notre Dame

By: Greg Luttrell

Name: Greg Luttrell

Title: Director, Research Contracts

Date: 04/22/2021

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EXHIBIT A

PURPOSE

Housing Assistance Grant Evaluation

Purpose: The Wilson Sheehan Lab for Economic Opportunities is partnering with Harris County, TX to understand the impact of financial assistance on the housing stability and financial stability of recipients. Harris County is overseeing the disbursement of Covid relief funds for eligible participants. Because there are more applications for these funds than the County can service, the funds are being distributed via a lottery system. The LEO research team will leverage the lottery system to compare outcomes for those who were randomly selected to receive funds against outcomes for those who were not selected to receive funds. This research can provide critical guidance to policymakers and funders about how to best support residents and has the potential to inform future rounds of emergency funding.

Roles and Responsibilities: Harris County will share and will allow its subcontractors to share the data collected from fund applications with LEO. LEO researchers will invite all applicants to complete surveys in order to answer the research questions described below. Incentives may be offered to those who complete the survey. If incentives are used, LEO will fund the incentives.

Deliverables: Using the data described below, Recipient will answer the following questions:

1. What is the impact of receiving funds through the lottery for applications on socio-economic outcomes, including homeless shelter entry, formal eviction, residential moves, earnings, employment, credit score, and benefit utilization?
2. For whom does emergency assistance have the largest effect?

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EXHIBIT B DESCRIPTION OF DATA/ DATA PARAMETERS

Data to be Provided by Harris County: Subject to all of the provisions of this Agreement (including, but not limited to, the confidentiality provisions), LEO requests the following data from Harris County:

- Name
- Date of birth
- Gender
- Race
- Ethnicity
- Phone Number
- Address
- Email
- Nickname, if available
- Self-reported responses to the following application questions:
 - Hardship experienced during COVID-19 (choice of “Unpaid leave due to social isolation orders,” “Care of vulnerable or infected relatives,” “Loss of wages as a result of involuntary business closures,” “Unpaid leave of absence due to school or daycare closure”)
 - Monthly rental payments
 - Answer to “Have you applied for COVID-19 rental assistance”?
 - Choice of supporting documentation provided (lease, rental payment receipt, or letter from landlord)
 - Number of households members
 - Choice of documentation for annual income less than 60% AMI (Pay stub, recent bank statement, proof of eligibility for subsidy program, or previous year’s tax document)
 - Answer to “How would you like to receive your funds?”
- Whether the household received funds
- If the household was selected and did not receive the funds, the reason didn't receive the funds
- Outcome of eligibility determination
- Other data mutually agreed upon, pertinent to the evaluation of the COVID-19 emergency relief funds

Individual(s) to Access Data: Robert Collinson, Patrick Turner, David Phillips, and their research staff at LEO.

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Description of Data to be used from other Entities or County Departments:

Data Owner:	Description of Data:
HMIS Provider	<ul style="list-style-type: none">• Name• DOB• Homelessness shelter entry date• Receipt of other types of services for individuals or households who are homeless or at risk of homelessness• Address
Harris County	<ul style="list-style-type: none">• First name• Last name• Middle initial• Date of birth• Eviction execution• Date of execution• Reason cancelled
Eviction records	<ul style="list-style-type: none">• Name• DOB• Address• Court case outcome• Judge(s) handling case• Plaintiff name• Ad damnum amount• Date filed• Date case outcome determined• Attorney name for defendant• Attorney name for plaintiff
Credit reports	<ul style="list-style-type: none">• Credit score• Debt in collections• Auto loans• Payday loan inquiry and accounts• Indicator for having a credit card• Zip code• Number of credit lines
Emergency Rental Assistance applicants	<ul style="list-style-type: none">• Name• DOB• Address• Application outcome

Recipient has obtained or will request the consent of the above data owners that their data may be used for the purposes set forth in this Exhibit.

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EXHIBIT C NOTICES

DATA OWNER CONTACTS		RECIPIENT CONTACTS	
	<u>Administrative Contact</u>		<u>Administrative Contact</u>
Name:	Shain Carrizal	Name:	Brendan Perry
Address:	1310 Prairie, Ste 200 Houston, TX 77002	Address:	3104 Jenkins Nanovic Hall Notre Dame, IN 46556
Telephone:	713-274-5525	Telephone:	626-379-4192
Fax:		Fax:	
Email:	Shain.carrizal@bmd.hctx.net	Email:	bperry3@nd.edu
	<u>[OTHER]</u>		<u>Recipient Liason</u>
Name:		Name:	
Address:		Address:	
Telephone:		Telephone:	
Fax:		Fax:	
Email:		Email:	
	<u>Authorized Official</u>		<u>Recipient Researcher</u>
Name:	Lina Hildago	Name:	Robert Collinson
Address:	1001 Preston, Suite 911, Houston, Texas 77002	Address:	3027 Jenkins Nanovic Hall Notre Dame, IN 46556
		Telephone:	574-631-0428
		Fax:	
		Email:	rcollin8@nd.edu
			<u>Authorized Official</u>
		Name:	Greg Luttrell
		Address:	940 Grace Hall University of Notre Dame Notre Dame, IN 46556
		Email:	Greg.Luttrell@nd.edu

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ORDER OF COMMISSIONERS COURT

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 AGREEMENT BETWEEN HARRIS COUNTY AND THE UNIVERSITY OF NOTRE DAME

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. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Agreement with The University of Notre Dame to understand the impact of financial assistance on the housing stability and financial stability of recipients of the Housing Assistance Grant. The Agreement is incorporated herein by reference for all purposes 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.