MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between ENTITY NAME 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 ENTITY NAME 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 ENTITY NAME’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 ENTITY NAME for the deliberative use of the County Manager to develop initiatives, implement results and engage in strategic planning resulting from ENTITY NAME’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 ENTITY NAME 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:

   [ENTITY NAME]
   [CONTACT INFORMATION]

   If to the County:
   [DEPARTMENT CONTACT NAME AND INFORMATION]

   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, ENTITY NAME 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, ENTITY NAME 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.

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

   ENTITY NAME agrees to ensure that any ENTITY NAME 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. ENTITY NAME 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 ENTITY NAME 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 ENTITY NAME or any third party through this MOU.

The Parties acknowledge that that any deliverable(s) provided to the County pursuant to this MOU and any applicable SOW and is the sole property of the County. However, ENTITY NAME 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 ENTITY NAME’s pre-existing data, processes, methodology or other intellectual property used by ENTITY NAME in the performance of work pursuant to this MOU shall remain the sole property of ENTITY NAME.

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

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.** ENTITY NAME 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, ENTITY NAME 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. ENTITY NAME
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 ENTITY NAME receives a VFOIA request, subpoena, court order, or any other request for County Data, ENTITY NAME 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. ENTITY NAME 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. ENTITY NAME 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 ENTITY NAME for any loss or damages of any kind that are directly or indirectly related to ENTITY NAME’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 or ENTITY NAME may terminate this MOU or any SOW at any time, with or without cause. Upon termination, ENTITY NAME 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 ENTITY NAME or any employee, representative or agent of ENTITY NAME, the County may 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.

______________________________  Date: _______________
Arlington County Manager,
on behalf of the Arlington County Board

______________________________  Date: _______________
ENTITY NAME AUTHORIZED PARTY
Title