DEI Policy on Access to MOOC Data by Non-DEI Researchers

I. Introduction

This policy ("Policy") describes when the Office of Digital Education and Innovation ("DEI") may provide parties outside of DEI access to data related to a University of Michigan ("University") Massive Open Online Course ("MOOC").

DEI supports using MOOC-related data to further the University's teaching and research missions as well as to gain insight to the teaching and learning outcomes from MOOCs more generally. DEI may, subject to legal and policy constraints, work with a party requesting access to University MOOC data ("Requestor"), provided that the Requestor's goals are in line with DEI's mission.
II. Types of Requestors

A. University Faculty Member who has taught a MOOC at the University: DEI will provide data related to this faculty member’s MOOC provided all legal and policy requirements have been met.

B. University Faculty Member or Staff Member currently collaborating with DEI on a research project: DEI will provide data related to a University MOOC to this Requestor provided that all legal and policy requirements have been met. This includes completing a MOOC Data MOU (see Appendix 1). Note that this is typically done through Requestor collaborations with members of the LED Lab.

C. University Faculty Member or Staff Member with no current collaboration with DEI: DEI will provide data related to a University MOOC to this Requestor provided that all legal and policy requirements have been met, including completing a MOOC Data MOU (see Appendix 1), and the Requestor meets the following additional requirements:
   i. Provides a sufficient justification for its use of the MOOC data, as described in the Introduction to this Policy; and
   ii. Agrees to reimburse DEI for any additional costs, above the standard effort required to fulfill such a request, that DEI incurs in providing the MOOC data as requested.

D. A researcher external to the University formally collaborating with a Requestor as described in II (A)-II (C): DEI will provide data related to a University MOOC to this external researcher provided that all legal and policy have been met, including evidence that the proposed use for the data has either been approved or exempted from regulatory oversight by an applicable Institutional Review Board as well as completing a Data Use Agreement (see Appendix 2). Note that it will be the responsibility of the University-affiliated Requestor who is collaborating with the external researcher to demonstrate compliance with applicable law and policy, including that any additional contractual agreements governing the transfer of the MOOC data are in place.

E. A researcher external to the University not currently collaborating with a University-affiliated Requestor as described in II (A) - II (C): DEI will not provide data related to a University MOOC to this Requestor.
III. Legal and Policy Considerations

Note that the University is constrained in how it can distribute MOOC data by certain contractual limitations in place with external vendors who provide platforms through which the University offers MOOCs. In addition, the University typically requires the execution of a Data Use Agreement¹ and other related agreements in certain circumstances when transferring University data to an external party. Compliance with these contractual requirements is a necessary condition before DEI will provide MOOC-related data to a Requestor. Moreover, there are federal and state regulations and University policies that limit how data can be gathered, used, distributed and the like that may affect how or whether DEI provides data in a given circumstance.

Requestors must also provide a copy of their intended research protocols, along with evidence that those protocols have been either approved or exempted from regulatory oversight by an applicable Institutional Review Board.

DEI will notify Requestors if their request is limited or prevented by applicable legal or policy considerations. Requestors may then either retract their original request or modify the request as needed to satisfy the legal or policy requirements.

¹ A sample Data Use Agreement can be found in Appendix 2
MEMORANDUM OF UNDERSTANDING REGARDING UNIVERSITY OF MICHIGAN PRINCIPAL INVESTIGATOR ACCESS TO AND USE OF IDENTIFIABLE UNIVERSITY OF MICHIGAN MOOC DATA

This Memorandum of Understanding ("MOU") sets forth the terms and conditions by which [Insert University of Michigan principal investigator member name and title] ("Principal Investigator"), and the undersigned members of [his] [her] study team (each a "Permitted User") will be permitted to access and use data related to a University of Michigan Massive Open Online Course (the "MOOC Dataset") from the Office of Digital Education and Innovation ("DEI") at the University of Michigan (the "University") for purposes of a study on the University’s behalf (the “Study”). The Study will [insert description of study purpose, scope, and duration]. The MOOC Dataset shall consist of the data elements set forth in Attachment A. Each signatory to this MOU understands and agrees to abide by the data use protocols set forth herein.

1. **Data Use Purpose and IRB Review**: As a prerequisite to receipt of the MOOC Dataset, the Principal Investigator must submit to DEI (a) a summary of [his] [her] final research proposal (the “Research Proposal”), which is incorporated herein by reference, (b) documentation of Institutional Review Board (“IRB”) review of and determination with respect to the Research Proposal, and (c) verification that the Principal Investigator and each Permitted User has disclosed, in accordance with all applicable University policies, any potential conflict of interest related to the Research Proposal.

2. **Permitted Uses**: Each Permitted User shall access and/or use the MOOC Dataset solely for purposes of the Study, as set forth in the approved Research Proposal. Any other uses or sharing of the MOOC Dataset will require specific written authorization from the University, and any additional person who seeks to become a Permitted User must agree in writing to use the MOOC Dataset in accordance with this MOU.

3. **Security, Confidentiality, and Disposal**: The Principal Investigator and each Permitted User shall comply with all applicable federal and state laws, and university policies in their use of the MOOC Dataset. In addition, it is the Principal Investigator’s responsibility to maintain at all times appropriate security and confidentiality of the MOOC Datasets, including by (a) complying with University policies, standards, and guidelines regarding data security, (b) ensuring that only Permitted Users may access the MOOC Dataset, (c) ensuring that the MOOC Dataset is destroyed when no longer needed for purposes of the Study, or after one year, whichever comes first, and providing written confirmation to DEI when such destruction has taken place, and (d) supervising Permitted Users’ access to the MOOC Dataset to ensure that their use conforms in all respects to the terms and conditions set forth in this MOU.

4. **No Data Subject Identification**: The Principal Investigator and each Permitted User shall (a) take reasonable steps to de-identify data according to appropriate best practices, and (b) shall not publish or make public, or authorize anyone else to publish...
or make public, any part of the MOOC Dataset in a manner that allows identification of any individual.

5. **Attribution**: Any proposed publication that makes any use of the MOOC Dataset shall reference and acknowledge DEI and the University only in the manner designated by the University, as represented by the Office of the Provost and Executive Vice President for Academic Affairs and the Office of the Vice President and General Counsel. The Principal Investigator agrees to provide a copy of any such proposed publication to DEI.

6. If at any time the University determines that the Principal Investigator or any Permitted User has breached any of the terms and conditions outlined herein, the University may (a) immediately terminate the MOU, (b) require return of the MOOC Dataset and all materials generated therefrom, (c) prevent the Principal Investigator and/or the Permitted User from accessing the MOOC Dataset or any other dataset for a specified period of time or in perpetuity, (d) report the breach of the MOU to the University’s Research Integrity Officer at the Office of Research, and (e) take any other action for relief, as permitted in law or in equity.

7. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MOOC DATASETS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND THE UNIVERSITY EXPRESSLY DISCLAIMS ALL WARRANTIES IN RESPECT THEREOF, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. This MOU shall be interpreted and construed in accordance with the laws of the state of Michigan, without regard to choice of law principles.

I have read, understood, and agree to comply with all the terms and conditions stated above.

______________________________  Date: ________________________

______________________________  Date: ________________________

**IT Policy and Security Resources**

- U-M IT Policies - [http://cio.umich.edu/policy/](http://cio.umich.edu/policy/)
- U-M Safe Computing Protect University Data - [http://safecomputing.umich.edu/protect-um-data/](http://safecomputing.umich.edu/protect-um-data/)
- U-M Sensitive Data Guide to IT Services - [http://safecomputing.umich.edu/dataguide/](http://safecomputing.umich.edu/dataguide/)

**De-identification Resources**
• ICPSR Confidentiality and Data De-identification - http://www.icpsr.umich.edu/icpsrweb/content/datamanagement/confidentiality


Appendix 2

Data Use Agreement

This data use agreement (the “Agreement”) is by and between The Regents of the University of Michigan (“The Regents”), a Michigan constitutional corporation with its principal place of business in Ann Arbor, Michigan, and ________________________ ________________________ (“User”) and is effective as of __________ (the “Effective Date”).

WHEREAS, The Regents maintains certain information that User wishes to use and/or disclose for research, public health, or other purposes:

NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. The Regents shall provide User with access to certain data in accordance with the terms and conditions of this Agreement.

2. The following individuals (the “Authorized Parties”) are authorized to use the data or any part of it on behalf of User and agree to abide by the terms of this Agreement:

Name: ____________________________ Signature: ____________________________
Name: ____________________________ Signature: ____________________________

Use an attachment to list any additional individuals. The attachment must be signed by authorized representatives of User and The Regents.

3. User, and any Authorized Party on User’s behalf, may use the data only for the following purposes:

Use an attachment to list any additional permitted uses. The attachment must be signed by authorized representatives of User and The Regents.

4. User and each Authorized Party agrees as follows:

✓ Not to use or further disclose the data or any information contained therein other than as permitted by this Agreement or required by applicable law.

✓ To use appropriate technical, administrative, and procedural safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.
✓ To report to The Regents within five (5) days any use or disclosure of the data or any part of it not provided for by this Agreement of which User or any Authorized Party becomes aware.

✓ To ensure that any agents, including subcontractors, to whom User or an Authorized Party provides the data or any part of it to agree to the same restrictions and conditions that apply to the User and Authorized Parties under this Agreement.

✓ Not to use the information contained in the data to contact the individuals whose information is contained in the data under any circumstances.

5. In the event The Regents becomes aware of any use of the data or any part of it that is not authorized under this Agreement or required by applicable law, The Regents may (i) terminate this Agreement upon notice; and/or (ii) disqualify (in whole or in part) the User and/or any Authorized Parties from receiving information in the future.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Signature: ________________________________
Name (Printed): __________________________
Title: _________________________________
Date: _________________________________

USER

Signature: ________________________________
Name (Printed): __________________________
Title: _________________________________
Date: _________________________________