MEMORANDUM OF UNDERSTANDING REGARDING
UNIVERSITY OF MICHIGAN PRINCIPAL INVESTIGATOR
ACCESS TO AND USE OF IDENTIFIABLE
UNIVERSITY OF MICHIGAN STUDENT COURSE DATA

This Memorandum of Understanding ("MOU") sets forth the terms and conditions by which **Connor Hoban** ("Principal Investigator"), and the undersigned members of her study team (each a "Permitted User") will be permitted to access and use student course data (the "Dataset") from the Medical School at the University of Michigan (the "University") for purposes of a creating a study tool that:

1. Best incorporates UMMS students' resource preferences, study strategies, and logistical timelines to build a study plan and thereby aid them in excelling on the USMLE examinations.
2. Optimize the study tool to be modular, enabling individualized suggestions / guidance for students based on personal preferences / characteristics.
3. Correlate qualities of study prep (time spent studying and resources used) with outcomes (final score, score goal met).

on the University's behalf (the "Study"). **The Study will provide structure to UMMS medical students' approach to USMLE preparation. This information will be used to guide the improvements in the study plan, as outlined above. The Dataset shall consist of de-identified aggregate data consisting of responses to the following question set:**

1. How much of the study plan did you end of using?
    a. All of it
    b. Most of it
    c. Some of it
        i. Strategy
        ii. List of Resources
        iii. Schedule / Chapters / Pacing
        iv. Selected Sketchy Pathology
        v. Selected Picmonic
    d. None of it
2. In retrospect, how useful was the study plan?
    a. Very
    b. Moderately
    c. Mildly
    d. Not at all
3. Would you recommend using the study plan to a friend ? (1-10)
4. Any free-text recommendations to improve the study guide would be very appreciated (Free text).
5. Number of practice tests taken (0-20)
6. In retrospect, how many practice tests would you take if you had to re-do your study period (0-20)
7. Total Weeks Spent Studying (1 - 15)
8. In retrospect, would you increase or decrease your total weeks spent studying?
    a. Increase
    b. Decrease

        c. No change
9. Did you meet your goal score?
        a. Yes
        b. No

The Principal Investigator and each Permitted User signing this MOU understand and agree to abide by the data use protocols set forth herein.

1. <u>Data Use Purpose and IRB Review</u>: As a prerequisite to receipt of the Dataset, the Principal Investigator must submit to the School (a) a summary of her final study proposal (the "Study Proposal"), which is incorporated herein by reference, (b) documentation of Institutional Review Board ("IRB") review of and determination with respect to the Study 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 Study Proposal.

2. <u>Permitted Uses</u>: Each Permitted User shall access and/or use the Dataset solely for purposes of the Study, as set forth in the approved Study Proposal. Any other uses or sharing of the 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 Dataset in accordance with this MOU. If the Principal Investigator or any Permitted User should depart the University before completion of the approved Study, the Principal Investigator must alert the School and the departing individual may not continue to access and/or use the Dataset unless the School provides written permission to that effect.

3. <u>Security and Confidentiality</u>: The Principal Investigator and each Permitted User shall comply with all applicable federal and state laws, and university policies in their use of the Dataset. In addition, it is the Principal Investigator's responsibility to maintain at all times appropriate security and confidentiality of the Datasets, including by (a) complying with University policies, standards, and guidelines regarding data security; (b) ensuring that only Permitted Users may access the Dataset, including by removing access for any Permitted User who is no longer at the University and who has not been granted authorization by the School to continue to access the Dataset; and (c) supervising Permitted Users' access to the Dataset to ensure that their use conforms in all respects to the terms and conditions set forth in this MOU.

4. <u>No Data Subject Identification</u>: 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 Dataset in a manner that allows identification of any individual.

5. <u>Attribution</u>: Any proposed presentation or publication that makes any use of the Dataset shall reference and acknowledge the School and the University only in the manner designated by the University (e.g., by name, "large Midwestern research university", etc.), as represented by the School, in consultation with other University offices as needed. The Principal Investigator agrees to provide a copy of any such proposed publication to the School sufficiently in advance to allow this determination to be made.

6. <u>Disposal of Dataset</u>: The Principal Investigator is responsible for ensuring that the Dataset is destroyed (a) when no longer needed for purposes of the Study, or after **1 years**, whichever

comes first, and for providing written confirmation to the School when such destruction has taken place.

7. <u>Remedies for Breach</u>: 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 Dataset and all materials generated therefrom, (c) prevent the Principal Investigator and/or the Permitted User from accessing the 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 or other appropriate University official, and (e) take any other action for relief, as permitted in law or in equity.

8. <u>No Warranties</u>: EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE 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.

9. <u>Choice of Law</u>: 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.

Principal Investigator: Connor William Hoban   Date: 2/21/2019

                                                      Date:

Permitted User

                                                      Date:

Permitted User

                                                      Date:

Permitted User

Approved by: Date: _____
Patrick D. Bridge, PhD, Director of Evaluation & Assessment, Office of Evaluation & Assessment, University of Michigan Medical School

IT Policy and Security Resources
- U-M IT Policies - http://cio.umich.edu/policy/
- U-M Safe Computing Sensitive Data Policies and Regulatory Compliance - http://safecomputing.umich.edu/protect-um-data/laws.php
- U-M Safe Computing Protect University Data - http://safecomputing.umich.edu/protect-um-data/
- U-M Sensitive Data Guide to IT Services - http://safecomputing.umich.edu/dataguide/

De-identification Resources

February 10, 2016 Template

- ICPSR Confidentiality and Data De-identification - http://www.icpsr.umich.edu/icpsrweb/content/datamanagement/confidentiality/
- IRB Guidance Document: Difference between Anonymous, Confidential, and De-identified - http://www.irb.umich.edu/policies/anonymous.pdf
- U.S. Dept. of Education Privacy Technical Assistance Center: Data De-identification: An Overview - http://ptac.ed.gov/sites/default/files/data_deidentification_terms.pdf
- Electronic Health Information Laboratory Knowledgebase on De-identification Practices - http://www.ehealthinformation.ca/knowledgebase/category/6/0/10/De-identification-Practices/
- U.S. Health & Human Services: Guidance Regarding Methods for De-identification of Protected Health Information - http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html