

UCLA-RAND CENTER FOR LAW AND PUBLIC POLICY

MEMORANDUM OF UNDERSTANDING

Effective as of September 15, 2009, (the "Effective Date") the RAND Corporation, a California non-profit corporation located at 1776 Main Street, Santa Monica, CA 90401 ("RAND") and The Regents of the University of California, a non-profit educational institution incorporated in the State of California and located at 405 Hilgard Avenue Los Angeles 90095, on behalf of its Los Angeles campus ("UCLA") and the UCLA School of Law ("UCLA Law") enter into this Memorandum of Understanding ("MOU") and agree as set out below.

I. BACKGROUND AND PURPOSE

UCLA and RAND are preeminent national institutions with independent reputations for excellence in scholarship and for trenchant analysis of pressing public issues. The close geographic proximity of UCLA Law and RAND has enabled scholars from both campuses to collaborate on research and to share ideas and resources on an informal basis.

In 2002, RAND and UCLA entered into a separate memorandum of understanding, specifically addressing collaboration in the field of health services research, but also "intended to provide the basis upon which other UCLA/RAND collaborations might develop and flourish."

It is the intention of RAND and UCLA Law to strengthen and expand the ties between RAND and UCLA by creating The UCLA-RAND Center for Law and Public Policy ("Center"). Creation of the Center will build upon each institution's tradition of research excellence and scholarly innovation by leveraging the intellectual capital of both organizations for the purpose of informing and advancing public policy, and performing meaningful and high-quality research.

The Center provides an institutional umbrella for collaborative research between UCLA Law faculty and RAND staff. Research areas are limited only by the breadth of overlapping interests at both institutions, which at present include: corporate governance, business law, housing, real estate, civil justice, health policy, public safety, education, environmental policy and international law. The Center plans to conduct a major research project on a single topic every 16-24 months, and to create a signature long-term project of data collection and analysis that will involve UCLA Law faculty and students, and RAND staff and students. In addition to these large collaborations, the Center will manage several collaborative research projects in various stages of development at all times. The Center will also be the focal point of the UCLA-RAND Empirical Legal Scholars program, and may from time to time host a Postdoctoral scholar. While the Center's primary emphasis is to encourage collaboration between UCLA Law faculty and RAND staff, this does not preclude the possibility that, on occasion, the Center may fund

research conducted by scholars affiliated with other institutions. Those collaborations may involve separate contracts or agreements between the parties, or between the parties and third parties.

The Center is being established to facilitate collaboration between UCLA Law and RAND. This intent is formalized through the adoption of this MOU. Among other matters, the MOU specifies how UCLA Law and RAND will deal with external funding awarded to the respective institutions. The MOU also addresses issues of quality assurance, publications, and copyright ownership.

The Center provides UCLA Law and RAND with opportunities for publicity that will aid recruitment of UCLA Faculty and RAND staff, and in development efforts. Publicity includes holding joint conferences, publicizing research in the press and authoring articles and books, consistent with relevant policies of the respective institutions. The quality of scholarship that is released under the Center's name will meet or exceed the standards set forth in RAND's Quality Assurance guidelines, and will be consistent with high standards of scholarship established by UCLA as an academic institution. To achieve this objective UCLA Law and RAND shall collaborate in advance with RAND's Office of Media Relations and the corresponding UCLA Law office regarding all Publicity related to the Center.

The Center aids UCLA Law in its efforts to recruit high quality faculty whose research is relevant for high-level public policy debates. This benefits UCLA Law and RAND by creating a concentration in Los Angeles of JD-PhD scholars who are versed in substantive policy issues. The recruitment of policy-oriented faculty cascades into the calculus of prospective students, increasing the likelihood that the highest quality applicants will apply to and accept offers from UCLA Law.

The Center provides a vehicle for UCLA Law and RAND to increase development opportunities through research gifts and fundraising. The development goal of the Center is to increase the pool of research funds available to UCLA Law and RAND. To achieve this both institutions will continue to collaborate on the identification of individual donors, corporations and foundations that are likely to fund research housed in the Center. Principals of UCLA Law and RAND will consult in advance (as necessary under applicable UCLA policies) with the UCLA Development Office (for gifts) and with the UCLA Office of Contract and Grant Administration (for non-profit contracts and grants) or the Office of Intellectual Property and Industry Sponsored Research (for industry contracts), and the corresponding RAND offices for these functions, and will make joint presentations to potential donors and potential research sponsors, when necessary.

UCLA Law and RAND recognize that the Center is unique in the legal and policy analysis realms. Maintaining the Center's vitality and maximizing its leverage in fundraising and recruitment rests in part on its uniqueness. For this reason, UCLA Law agrees that it will not develop a similar Center with another policy analysis institution, and RAND will not develop a similar Center with another academic institution's law

school. RAND shall not be precluded from developing similar Centers with other academic institutions that do not have law schools or, provided the Center is established more broadly than solely with the other academic institutions' law school, with academic institutions that have law schools. The parties agree that other UCLA schools and departments will not be bound by this restriction and may enter into affiliations with other policy analysis institutions.

II. Governance.

The Center will be governed by a Steering Committee and an Advisory Board. The Steering Committee will include two UCLA faculty members appointed by the Dean of UCLA Law, and two RAND representatives appointed by the Director of the RAND Institute for Civil Justice (ICJ). The Steering Committee sets the direction for the Center, including management, budget and fundraising goals. Members of the Steering Committee sit on the Advisory Board, which also includes prominent scholars from the UCLA faculty and RAND, as well as key donors and thought leaders (acceptable to both parties) whose contributions make the Center's activities possible. The Advisory Board will oversee the Center's activities, assist with fundraising, determine which projects are deemed to be under the umbrella of the Center, and help guide the Center so that it remains at the forefront of innovative legal and policy research. Among other responsibilities, the Steering Committee will establish the Center's annual budget. In addition, as set forth below in greater detail, the Steering Committee will approve individual proposal budgets, which shall reflect all direct and indirect costs as well as the in-kind expenses for faculty that are incurred by UCLA Law. In the event that more money is raised than is spent on a project, the Steering Committee determines how the unexpended funds will be allocated, subject to the requirements of the respective institution and the requirements of any funding agencies. The Steering Committee also determines how projects will be adjusted in the event that there are shortfalls in fundraising.

III. PROPOSAL SUBMISSION AND AWARD ADMINISTRATION

1. Generally, RAND staff and UCLA Law faculty will submit proposals for research support through the institution where the majority of the work is to be conducted. However, the selection of the institution through which proposals will be submitted is to be based on an assessment of how best to maximize the chances for funding success and will take into consideration factors such as, for example, available infrastructure support, the extent of institutional investment in the proposal development process, the history of previous support from the funding source, issues related to organizational recognition and the existence of prior successful programs upon which the proposal in question seeks to build and extend.
2. Within the law and public policy area, submission of research or education proposals through either institution shall be seen as benefiting both institutions,

in accordance with conditions outlined above. UCLA hereby grants authorization to those employees who are otherwise eligible to serve as Principal Investigators under UCLA policy either automatically or by exception, to submit law and public policy proposals or serve as investigators either through UCLA, or under an approval policy established by the Dean of the UCLA School of Law that is consistent with the intent of this MOU, through RAND.

3. RAND and UCLA will provide each other with annual reports, consistent with each institution's information capabilities, describing Center-related proposals and awards on which employees of the other institution serve as paid Investigators. The RAND Executive Vice President and the Dean of the UCLA School of Law will serve as points-of-contact for this purpose.

4. When a law and public policy proposal is submitted through RAND, utilizing UCLA faculty who are Adjunct Staff at RAND, RAND will pay the UCLA faculty member directly.

5. When a contract or grant is awarded to one entity but the work is to be conducted at both institutions, the work will be funded by subcontracts using the then-current, auditable salary, benefits, and facilities and administrative (indirect cost) rates of the subcontract recipient. The terms of the subcontract, including intellectual property terms, will govern the legal relationship between the parties. RAND staff and UCLA Law faculty may serve as PI of the primary project and PI of any resulting subcontracts if they are affiliated with both institutions. This provision applies only to projects in which a subcontract is appropriate, and does not preclude collaborative research covered under item 4 above.

IV. JOINT RECRUITMENT AND APPOINTMENTS

1. Currently, no individuals hold joint appointments at RAND and UCLA Law. RAND and UCLA Law agree to explore making joint appointments in the future in order to recruit high quality scholars of law and public policy to the Center.

2. RAND staff selected to teach at UCLA will be proposed for Adjunct Faculty appointments in accordance with established University procedures. If the Adjunct title is not appropriate, another academic title will be used upon joint agreement.

3. UCLA Law faculty who consult with RAND under this MOU will be proposed for Adjunct Staff appointments, in accordance with established RAND policies and procedures. In certain select situations, UCLA Law

faculty may work with RAND as independent contractors, in accordance with established RAND policies and procedures.

V. INTELLECTUAL PROPERTY

- 1 RAND and the UCLA Law are committed to making the results of their research available to the public through publication and other means of dissemination.
- 2 RAND and UCLA Law both require their employees to assign to their institution all inventions and patents first conceived and/or actually reduced to practice as part of their employee status. Additionally University of California Patent Policy requires signature on its Patent Acknowledgment for visitors using UCLA funds or facilities or those with appointment to UCLA Law.
- 3 "Subject copyrights" are defined as copyrightable sponsored works created by RAND or UCLA employees in performance of said Center projects.
- 4 Subject copyrights made at UCLA solely by employees of UCLA Law without use of RAND research facilities will belong to UCLA whether or not they are also employed by RAND. Subject copyrights made at RAND solely by individuals employed by RAND without use of UCLA research facilities will belong to RAND whether or not they are also UCLA employees. All other subject copyrights will be jointly owned unless they are the result of work conducted under a subcontract in which case the terms of the subcontract will define ownership of subject copyrights. For Subject copyrights not jointly owned RAND and UCLA shall grant a Non-exclusive license to publish under the Center name.
- 5 In the event that the sponsor of a law and public policy research award (i.e. a contract or grant) makes the award conditional upon rights to disseminate the resulting research, including unrestricted access to research data and to subject copyrights, UCLA Law and RAND hereby agree to grant a non-exclusive royalty free license right in said intellectual property, if doing so is needed for either UCLA or RAND to meet its legal obligations to the funding source.
- 6 Inventorship of developments or discoveries first conceived and actually reduced to practice in the performance of research under this Agreement ("Subject Inventions") will be determined in accordance with U.S. Patent Law. All rights to Subject Inventions made solely by employees of UCLA Law will belong solely to UCLA Law. All rights to Subject Inventions made solely by employees of RAND will belong solely to RAND. All rights to Subject Inventions made solely by employees of a sponsor will belong solely to the sponsor. All rights to Subject Inventions made jointly by employees of UCLA

Law, RAND and/ or employees of sponsor will belong jointly to the assignees to the involved inventors. To the extent that the sponsor pays all direct and indirect costs of the Center's performance hereunder, and to the extent that UCLA Law and RAND are legally able, the sponsor will be granted a time-limited first right to negotiate an option or license under UCLA Law, RAND, or joint UCLA Law and RAND rights in any Subject Invention that belongs solely to UCLA Law or RAND or an undivided interest in any Subject Invention that belongs jointly to UCLA Law, RAND and sponsor.

7 In the event that any subcontracts are executed under the scope of this MOU, the sub-recipient will grant to the prime recipient a non-exclusive, royalty-free irrevocable worldwide license to that intellectual property for its education and research purposes only.

8 Within 60 days after the disclosure of subject copyrights and prior to either institution entering into any commercial agreements regarding jointly owned subject copyrights, the parties will enter into appropriate contractual agreements to manage the intellectual property and share revenues received for such joint intellectual property.

VI. QUALITY ASSURANCE

1. Research conducted and results disseminated under the umbrella of the Center shall be subject to RAND Quality Assurance Procedures. Proposals submitted through the Center shall follow RAND Quality Assurance guidelines.

VII. INSTITUTIONAL REVIEW BOARDS

1. Law and Public Policy research shall be reviewed under a simplified Institutional Review Board ("IRB") process where only one institution, UCLA or RAND, will serve as the IRB for both institutions utilizing a deferral mechanism ("Deferral").

2 The procedures for Deferral shall be consistent with each institution's Federalwide Assurance ("FWA"). In a Deferral, the deferring institution agrees to accept the IRB review performed at the reviewing institution, and the reviewing institution concurrently agrees to the delegation. The reviewing institution agrees to use reasonable efforts to review projects deferred to them in accordance with applicable regulations. Each institution, as required per 45 CFR Section 46.114, remains responsible for safeguarding the rights and welfare of human subjects.

3. Law and Public Policy research and research related activities governed by this MOU will be deferred to the RAND IRB. Notwithstanding the foregoing, the following categories of research shall be deferred to the UCLA IRB:

A. Research that is subject to regulation by the Food and Drug Administration

B. Research requiring UCLA Health Insurance Portability and Accountability Act (HIPAA) board review, e.g., research involving UCLA medical records or research that generates data to be entered into UCLA medical records.

C. Research that involves student or employment records maintained by UCLA.

D. Any research that involves UCLA faculty and where no named investigators are RAND only staff.

4. RAND retains the right to decline to provide RAND IRB review and to defer back to UCLA. In that event, UCLA will assume the role of the single IRB responsible for reviewing the research to be conducted at both institutions.

5. The Deferral responsibilities for each institution extend to all types of IRB reviews including exempt, expedited, and full committee. Once deferred, IRB review responsibilities remain with the reviewing institution through the life of the project.

6. The deferring institution agrees that there shall be no routine oversight or review of the IRB procedures of the reviewing institution by the other institution. However, in extraordinary cases, by written agreement between the UCLA Vice Chancellor for Research and the RAND Executive Vice President, or their designees, special reviews or oversight activities can be undertaken. Upon request, each institution will provide the other with documentation of their procedures. Requests for documentation will be made by the UCLA Vice Chancellor for Research or the RAND Executive Vice President or their designees.

7. In cases where a UCLA IRB reviews research administered by RAND, UCLA shall submit to the RAND IRB administrator a copy of the IRB approval notice for RAND's records. In cases where the RAND IRB reviews UCLA administered research, RAND shall submit to the UCLA IRB administrator a copy of the IRB approval notices for UCLA's records. Similarly, records shall be submitted to the other institution following approval of any amendment applications and continuing reviews of ongoing research.

8. Adverse events occurring either at RAND or UCLA will be reported to the IRB that reviewed the research protocol.

9. Each institution shall be responsible for notifying the other of any instances of non-compliance that are reportable to the federal Office of Human Research Protection ("OHRP") or the FDA. Any such notices shall be sent to the other institution's IRB Administrator.

10. Review of the deferral mechanism will be incorporated into the review of the status of the MOU that is to take place every two years in accordance with Section VII part 2 of this MOU.

VIII. MUTUAL INDEMNIFICATION

1. UCLA shall defend, indemnify and hold harmless RAND, its officers, employees and agents from and against any and all liability, loss, injury, damages, or expense (including reasonable attorney's fees) (hereinafter collectively referred to as "Liability") arising out of UCLA's performance under this MOU, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

2. RAND shall defend, indemnify and hold harmless UCLA, its officers, employees and agents from and against any and all Liability arising out of RAND's performance under this MOU, but only in proportion to and to the extent such Liability is caused by or results from the negligent or intentional acts or omissions of RAND, its officers, employees or agents.

3. The institution seeking indemnification shall provide the indemnifying institution with prompt written notice of any claims or threats of claims.

IX. OTHER

1. RAND and UCLA School of Law agree to coordinate the dissemination of research results and give proper attribution to each other in all publications based on involvement of employees from both institutions.

2. As indicated within Section I of the MOU, mutually agreed-upon issues related to law and public policy will be chosen for major study on a regular basis, and procedures for selecting the topic will be established by the Advisory Board. Scholars may be chosen to work on the Project based upon a competitive process or by invitation. While the primary emphasis of the Center will be to encourage collaboration between UCLA School of Law faculty and RAND staff, this does not preclude the possibility that the Center might fund researchers who are affiliated with other institutions. The research for the project is anticipated to be on a 16-24 month cycle. The major

activities will include authoring substantive chapters or papers, presenting research at a conference at UCLA or RAND, publishing the results of the research, and presenting the project's findings at a symposium for policymakers.

3. The individuals responsible for the oversight of this MOU are:

RAND: Executive Vice President

UCLA: Dean of the School of Law

At minimum, this oversight will include a review of the status of this MOU every two years and recommendations for any changes that may be needed to strengthen the ties between UCLA and RAND. Examples of specific areas that may be examined during oversight reviews include the extent to which existing collaborations serve institutions, the academic progress of RAND-affiliated UCLA faculty, and the quantity and quality of research and education projects undertaken. Ad hoc review boards consisting of an equal number of UCLA and RAND representatives may be convened to facilitate these reviews.

4. This MOU will become effective upon its Execution Date. Either institution may terminate its participation in this MOU for any reason by providing the other institution with no less than six (6) months written notification of its intentions to do so. Upon expiration or termination of this MOU, all in-progress contracts and grants will continue under the direction of the institution to which they were awarded until the end of the periods stipulated for each approved project.

5. This MOU may only be modified with the written consent of the parties hereto.

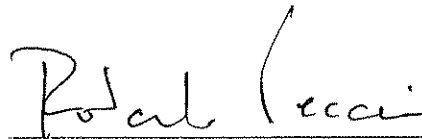
AGREED TO:

On behalf of RAND:



Michael D. Rich
Executive Vice President

On behalf of REGENTS:



Roberto Peccei
Vice Chancellor for Research

RECEIVED
SEP 24 2009
Office of Assistant
Vice Chancellor-Research