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*INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND SOCIAL RESEARCH
AND UNIVERSITY OF MICHIGAN*

MEMORANDUM OF AGREEMENT

Preamble

The Inter-university Consortium for Political and Social Research and the Regents of the University of Michigan, acting on behalf of their Institute for Social Research, enter into an agreement of affiliation to assist the Consortium to fulfill its constitutionally defined purposes and meet its obligations to its membership. This affiliation allows ICPSR to function within the Institute for Social Research, in accord with the terms of this Memorandum.

Definitions

“The Consortium” means the organization formed by the member institutions comprising the Inter-university Consortium for Political and Social Research through its Constitution and Bylaws.

“University” means the University of Michigan.

“ISR” means the Institute for Social Research at the University.

“ICPSR” means the programs and staff of the Consortium located at the University operating under this Agreement.

“ICPSR Staff” means employees of the University who are hired or appointed expressly for the activities of ICPSR.

“ICPSR Management Staff” means ICPSR Staff recommended by the Executive Director and so designated by the Director.

“Council” means the Council elected by the Consortium as its governing body.

“Director” means the Director of ISR.

“Chair” means the Chair of the Council.

“Executive Director” means the Executive Director of ICPSR.

Section I. Fiscal Relationship

1. Fiscal Agent

The Regents of the University, acting through ISR, will serve as the fiscal agent of the ICPSR. All financial and administrative actions taken by the ICPSR shall be governed by the policies and procedures of the University.

2. Revenues

Revenues shall be attributed to the ICPSR on the same basis as for ISR centers. These revenues may be invested in interest bearing accounts. The modalities for investing ICPSR funds shall be determined by the appropriate administrative and fiscal officers in accordance with University investment practices.

Membership dues will be handled, within the fiscal regulations of the University, as expendable restricted funds.

Grants and contracts will be handled as expendable restricted or federal funds depending on the source of funds. Federal grants for ICPSR will utilize the University's negotiated indirect cost recovery rate unless ICPSR requests a waiver of some portion of the indirect cost recovery within the approved guidelines of ISR and the University of Michigan. Indirect cost recovery for other grants and contracts must follow the rules and regulations of the University of Michigan, ISR, and the sponsor.

Tuition from students earning University credit for courses commissioned by ICPSR will be credited to ICPSR on the same basis as allowed by the University and ISR for other tuition attributions.

Other types of revenue shall be handled in a manner consistent with University and ISR rules and regulations.

3. Indirect Costs and Assessments

Indirect costs on all ICPSR expenditures shall be assessed according to usual ISR and University procedures. ICPSR is also responsible for contributing to ISR/University expenses. These costs are determined by an annual Institute budget which is reviewed by the ISR Policy Committee and approved by the Director and the ISR Executive Committee.

4. Open Record

The financial records of ICPSR shall be fully open to inspection by the Council or its designee, acting in its role providing oversight of the management of ICPSR on behalf of the membership. The Council will also have access to the public financial records of ISR.

5. Discretionary Funds

ICPSR shall have access to ISR discretionary funds under the normal ISR procedures governing the use of these funds.

6. Required Reserves

ICPSR shall maintain an equity balance equivalent to three months of normal personnel expenditures and projected termination costs. In the event of the closing of ICPSR at the University, all of ICPSR's reserves may be utilized to cover financial obligations incurred by ICPSR. Any remaining funds shall be returned to the Consortium.

7. Annual Budgets

Annual budgets are prepared by the Executive Director in consultation with the Council and approved by ISR for compliance with ISR and University regulations as well as for soundness prior to submission to the Council for approval. Council may approve the budget in part or in the whole. If the budget is not approved in the whole or in part, the Executive Director will prepare another budget to meet the Council's objections. That budget will be reviewed for compliance and soundness by ISR and presented to the Council for approval. If a second budget is not approved by the Council, Council shall be deemed to have given one year's notice of its intent to terminate this agreement. ICPSR will operate during the ensuing year on a budget mutually agreed upon by the Director and the Chair.

8. Agreement with Third Parties

ICPSR and the Executive Director shall not enter into any third-party agreements concerning ICPSR that are inconsistent with the terms of this Memorandum or that require the provision or use of personnel, services, or facilities of ISR or the University without express approval of the appropriate University representative.

Section II. Responsibilities of ISR

1. Administrative Services

ISR will provide administrative and fiscal oversight for ICPSR in the same manner as provided to ISR centers. ICPSR will have administrative and supervisory staff and administrative arrangements to carry out the financial, administrative, and human resource responsibilities of ICPSR. Such staff and arrangements must be acceptable to the Director.

ICPSR will be provided financial reports using the framework of University and ISR financial reports. These are not required by the Consortium to be specifically audited by the University, but the overall University financial reports and accounting are audited annually and the ICPSR financial accounts may be audited by the University at its sole discretion.

2. Space and Other Resources

ISR will provide space, services, and resources to ICPSR using the same policies and procedures as for other units within ISR.

3. Attendance at ICPSR Meetings

The Director or a person designated by the Director is invited to attend the meetings of the ICPSR Council and of the Official Representatives of member institutions. The ISR designee will not be a voting member at such meetings.

Section III. ICPSR Personnel

1. The Executive Director

A. **Appointment.** Upon selection by the Council, the Executive Director shall be appointed as an employee of the University by the Director for a fixed term not to exceed five years. Reappointment for additional terms is possible.

B. **End-of-Term Performance Review.** Approximately one year prior to the conclusion of an incumbent Executive Director's term of office, a Performance Review Committee will be established by the Director. The Committee will include two members from the Research Scientists ranks of the ISR appointed by the

Director, one member of the ICPSR Management Staff elected by that staff, and two members of the Council appointed by the Chair. The Review Committee will assess the Executive Director's leadership of the ICPSR within the context of its programmatic mission, fiscal environment, and scientific future. The Performance Review Committee will then decide whether the current Executive Director should be reappointed and report their recommendation to the Director. The Director will review the recommendation and forward it, along with his concurrence or dissent, to the Council. Council will then decide whether to mandate a search.

C. Search Committee. If the Council mandates a search for a new Executive Director, or upon the occurrence of a vacancy in the office, a Search Committee will be formed by the Chair. Two members of the committee will be chosen by the ISR Policy Committee, two by the Council, and one by the Management Staff. The Committee will prepare a statement of qualifications for the position. The statement will be reviewed by the Director and the Chair. The Committee will then initiate the search. The mechanics of the search for candidates will be conducted through the Director's office in accordance with University and State of Michigan laws, procedures, and personnel regulations. The Search Committee will receive the names and submitted materials from candidates uncovered in the search and report to the Council and the Director. The report will include the names of two or more nominees recommended for appointment.

D. Appointment Process. In consultation with the Director, Council will select a candidate from among the several nominees. An offer to the selected candidate will be made by the Director. The Director will determine the salary and the kind of appointment to be offered and will conduct all negotiations with candidates. If the selected candidate declines the position, Council, in consultation with the Director, will decide if one among the remaining nominees of the Search Committee is appropriate and the Director will make her/him an offer. Alternatively, Council may ask the Search Committee to produce additional nominations. This process of searching, selecting, and offering will proceed until a candidate accepts the position.

E. Annual Salary Review. A review of the job performance of the Executive Director in meeting the missions and goals of the ICPSR will be carried out by the Director annually. The Director will inform the Chair about the nature of the review and will establish merit increments in salary and other changes in remuneration in accord with ISR and University practices.

F. Interim Appointment. If the position of Executive Director becomes vacant, the Director will appoint an Interim or Acting Executive Director. An interim or acting appointment will be for no more than one year, but such appointments may be extended for up to one additional year with the agreement of the Chair.

2. ICPSR Staff

A. Appointment. ICPSR staff are appointed as members and employees of the University in its ISR. The Executive Director appoints the ICPSR Staff. Appointments are subject to the processes of review and approval by ISR and University personnel officers that are usual for the type of appointment.

B. Performance Evaluation and Remuneration. Evaluation and remuneration of ICPSR staff will be based upon the job performance of these employees in meeting the missions and goals of the ICPSR. For an individual with a joint appointment outside ICPSR, performance in meeting ICPSR responsibilities and performance in meeting responsibilities with one or more other appointments will be reviewed separately and independently. The combined results of these reviews will provide the basis for determining an aggregate performance evaluation and remuneration. The University of Michigan is solely responsible for all personnel decisions regarding ICPSR staff, except as concerns the appointment of the Executive Director, an interim Executive Director, or an acting Executive Director.

Management Staff are authorized to act on behalf of ISR and the Council in the conduct of ICPSR activities. In so doing, they are subject to normal regulations of ISR and the University and consistent with the Consortium's Constitution and Bylaws. Both the Council and the Director shall be kept fully informed, with the greatest practicable timeliness, with respect to ICPSR activities. ICPSR Management Staff are invited to attend the open sessions of the meetings of the Council. They may contribute to the discussion, help formulate the agenda, and bring issues before the Council.

Section V. Participation in ISR Governance

1. The Executive Director

The Executive Director will serve on the ISR Policy Committee ex officio without vote, unless accorded one by the Committee.

2. Management Staff

Members of the ICPSR Management Staff may vote for or serve as the representative of professional and administrative staff persons on any elective or appointive committees that include professional and administrative staff.

Section VI. Amendment

The terms of this agreement may be amended by concurring majority votes of the ICPSR Council and the ISR Executive Committee. No amendment may be adopted that is inconsistent with or overrides applicable University policy or laws. This agreement may be terminated by mutual agreement, or upon one-year prior written notice by either party.

Section VII. General Provisions

1. Neither the University nor ICPSR shall use the name or trademarks of the other except as necessary to fulfill the purposes of the Agreement or in describing the relationship between the organizations in an objective and factual manner or as otherwise expressly approved by the named party.

2. In the event of a termination of this agreement, the rights to redistribute data granted by data depositors will remain with the Consortium.

3. Fiscal assets and balances remaining after ICPSR obligations are met remain the property of the Consortium. Office and computing equipment and similar property will remain the property of the University.

4. The University shall not be responsible for actions of the Consortium or the Council except to the extent such actions are committed within the scope of employment of any University employee.

5. Reviews of the activities, policies, and functioning of ICPSR may be carried out by ISR in the course of its usual procedures. The Consortium reserves the right to conduct its own programmatic reviews in a fashion of its choosing. ISR will facilitate any such review to the degree practicable.

6. This Agreement shall be governed by the laws of the state of Michigan.

Marvin Parnes

Marvin Parnes
University of Michigan

10/27/98
Date

David L. Featherman

David L. Featherman
Institute for Social Research

10/26/98
Date

Halliman Winsborough

Halliman Winsborough
Council for the Inter-university Consortium
For Political and Social Research

10/28/98
Date