

Following are the requirements related to the publication or presentation of Medicaid match project information, as excerpted from the Master Agreement between MSU and MDCH.

Part II

General Provisions – University Contracts - Master Grant Agreement

I. Responsibilities - Contractor

The Contractor in accordance with the general purposes and objectives of this agreement will:

Publication Rights

1. News Releases - News releases pertaining to this agreement of the services, study, data or project to which it relates will not be made without prior written Department approval, and then only in accordance with the explicit written instructions from the Department.
2. Publication - The Contractor will not use, release or publish any analyses, findings, results, or techniques developed under this agreement, or any information derived therefrom until such analysis, findings or techniques have been reported to the Department in the manner prescribed by this Agreement and have become public domain. These analyses, findings, or techniques will be considered in the public domain when 1) they are submitted to the Department and receive positive action; 2) they are formally accepted by the Department; or 3) ninety (90) days elapse after submission to the Department, whichever of the three may occur first. No material may be published which is exempt from disclosure under 1976 PA 442, MCL 15.231 et seq, MSA 4.1801 (1) et seq, known as the "Freedom of Information Act," without express permission from the Department. The Contractor will provide the Department, for its review, copies of all presentations or articles being submitted for publication at least thirty (30) days in advance.

The Contractor will provide to the Department a non-exclusive, royalty-free, irrevocable world-wide license to use the data, reports, copyrightable works, and other information for the Department's governmental purposes.

3. Acknowledgment of Department Participation/Support - All publications or oral presentations concerning the analyses, findings, results or techniques developed under this agreement will contain an acknowledgment of the Department's participation and support unless the Department requests in writing that their participation and support not be acknowledged. Furthermore, the Contractor may not receive fees for any article in excess of the costs of preparation of published articles and excluding the cost of the research and compilation, which was compensated under this agreement.

4. Any modifications to copyrighted materials bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.