

DRAFT

Memorandum of Understanding (MOU)

I. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to describe the mutual goals and responsibilities with regard to a cooperative agreement between the (Police Department; USAO; District Attorney's Office, court, correctional agency, etc.) and the (Academic Unit) at XXX University to promote mutually beneficial research, analysis and education activities.

II. Background:

Gang-related crime and violence represents a significant threat to human health, community quality of life, and public safety. AGENCY(IES) is committed to the prevention and control of gang-related violence and seeks to collaborate with a Research Partner to better understand the local gang problem, identify evidence-based strategies, assess the impact of prevention and control strategies, and related research activities. XXX University (UNIVERSITY) is committed to greater understanding of crime and gang-crime issues and to the translation of research findings to help address significant community and social problems such as gang related-crime.

III. Mutual Goals:

Both the AGENCY and UNIVERSITY desire to enter into a cooperative partnership in order to facilitate mutually beneficial research and analysis, and potentially education and training programs, to meet the missions of AGENCY and UNIVERSITY. Although the foci of AGENCY and UNIVERSITY differ, both desire to reduce substantially the negative impact of gang-related crime on the quality of life of the global community. In furtherance of these goals, both parties agree to make every reasonable effort to fulfill the responsibilities outlined below in section IV.

IV. Parties' Roles and Responsibilities:

AGENCY will:

1. Identify key research questions and issues for which the UNIVERSITY resources could potentially conduct research and provide reports to benefit AGENCY and its constituents.
2. Having identified mutually agreeable projects, AGENCY will to the extent possible:
3. Provide UNIVERSITY researchers with timely access to appropriate crime data and reports
4. Facilitate contacts in the AGENCY network that can support the research;
5. Consider UNIVERSITY recommendations regarding the improvement of data collection and reporting;
6. Recognize UNIVERSITY faculty interests' in publishing research results and work with UNIVERSITY on specific project guidelines that guarantee AGENCY's policies on confidentiality of data while also supporting UNIVERSITY's mission of publication of research results;

7. Actively participate in identifying and acquiring potential grants, funding sources, or other resources to benefit the AGENCY and UNIVERSITY partnership.
8. The AGENCY representatives shall adhere to the applicable legal requirements and AGENCY policies and procedures throughout their participation in the AGENCY and UNIVERSITY partnership.

UNIVERSITY will:

1. Identify key research questions and issues for which the UNIVERSITY resources could potentially conduct research and provide reports to benefit AGENCY and its constituents.
2. Designate a Professor or Research Scientist from the ACADEMIC UNIT to serve as liaison with AGENCY;
3. Provide computer hardware and software to enable UNIVERSITY researchers to analyze data in a manner that is empirically appropriate and meets the needs of AGENCY;
4. Follow AGENCY guidelines on the confidentiality and privacy of data; maintain data in password protected computers; data access will be limited to UNIVERSITY researchers identified on a project specific basis and will only be shared through secure, encrypted e-mail services
5. Follow AGENCY and UNIVERSITY guidelines that guarantee the confidentiality of data that is identifiable to specific individuals;
6. As resources allow, analyze crime data and provide AGENCY with assistance in preparing reports for AGENCY use;
7. Advise AGENCY on the interpretation, analysis, and policy implications of crime patterns and trends;
8. Make every effort consistent with accepted standards of scholarly and academic conduct to be sensitive to the practical and political vulnerabilities of AGENCY and further the goals stated above in section III;
9. Actively participate in identifying and acquiring potential grants, funding sources or other resources to benefit the AGENCY and UNIVERSITY partnership.
10. The UNIVERSITY representatives shall adhere to the applicable UNIVERSITY institutional policies and procedures throughout their participation in the AGENCY and UNIVERSITY partnership.

V. Voluntary Disassociation:

This MOU is a nonbinding agreement that both parties have entered into in good faith. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing. Written notice shall be sent sixty (60) days prior to the disassociation.

VI. Term and Amendment:

This Memorandum shall be in effect for the period of one year beginning XXXX. Both parties reserve the right to renegotiate this Memorandum upon the mutual consent of the other party. At the conclusion of the one-year period, this Memorandum may be extended by common written consent of both parties. This Memorandum represents the entire understanding of both

parties with respect to this partnership. Any modification of this Memorandum must be in writing and signed by the parties.

IN WITNESS WHEREOF duly authorized representatives of the parties have agreed to the understanding of responsibilities set forth above.

SIGNED:

XXXX
AGENCY

Date

XXXX
UNIVERSITY

Date