

DATA USE AGREEMENT

This Data Use Agreement (the "Agreement"), effective as of the date last signed by a party below ("Effective Date"), is entered into by and between the **University of Cincinnati**, a state institution of higher education organized under Section 3361 of the Ohio Revised Code ("UC") and the City of Louisville, Kentucky on behalf of the Louisville Metro Police Department ("LMPD").

WHEREAS, UC entered into a collaboration agreement with the International Association of Chiefs of Police ("IACP"), effective 11 May 2016 (the "Collaboration Agreement");

WHEREAS, the Collaboration Agreement set up the framework by which UC provides certain services on behalf of the University of Cincinnati Research Institute ("UCRI") intended to assist in the development and support of *The IACP/UC Center for Police Research and Policy* (the "Center"); and

WHEREAS, the LMPD desires to provide UC with information necessary for the Center, as more specifically described herein (the "Data").

NOW THEREFORE, the parties agree as follows:

1. Data. "Data" includes certain employee and incident data in the LMPD's possession covering the period from January 1, 2018 to April 2020 provided such access is allowable by local, state and federal laws. Data that are exempted from release to third parties by such laws shall not be included. LMPD may provide UC access to the Data throughout the term of this Agreement. Data may include:

- (a) officer demographic data to include race, age, gender, date of hire, rank, and assignment;
- (b) officer training records;
- (c) use of force data and narratives;
- (d) citizen complaint and chief-initiated investigations data;
- (e) arrest records;
- (f) any other data or information as agreed to by the parties.

2. For the Data listed above, LMPD, at its discretion, will include the following information if not deemed privileged and/or exempt from disclosure to third parties in accordance with applicable laws:

- (a) unique ID fields that links data to other databases (if available) or data to include the officer's ID number;
- (b) any other relevant data as identified and agreed to by the parties.

3. Permitted Uses and Disclosure. UC acknowledges the employee data used for these purposes is owned by the LMPD and is only to be used by the Center for the specific purposes described herein and in compliance with provisions of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 applicable to the collection, use, and revelation of identifiable research and statistical information. Any use of, disclosure or sharing of the data outside of the Center or with anyone other than LMPD is not permitted without the *PRIOR* express written permission of the LMPD's Police Chief or his/her designate and any disclosure must not violate any federal, state or local laws regarding privacy and disclosure of medical and drug treatment information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and ORC §§ 3701.243, 5119.28, and 5122.31. UC shall use the Data only for the purposes described herein and in compliance with provisions of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 applicable to the collection, use, and revelation of identifiable research and statistical information. Prior to disclosing approved Data to any third party or in any approved reports or analysis created by using the Data, UC shall ensure that

identifiable information (such as names, birth dates, and addresses) and information that is privileged and/or exempt from disclosure to third parties in accordance with local, state or federal law is removed.

To ensure the safety of the Data, UC employees will travel on-site to LMPD where Data will be transferred onto a secure, password protected portable computer and taken off-site. Data will not be transferred electronically through the internet. UC shall ensure that its employees having access to the Data are trained on the IRB standards and any other relevant federal requirements. All UC employees with access to the Data will be properly trained and certified by UC's IRB for protection of human subjects and general research ethics. Data shall not be stored on non-encrypted laptops, flash drives, or any other type of data storage that could potentially be lost or stolen. Within one year of the conclusion of research conducted for the Center, Data containing unique identifiers will be deleted from UC's secured computer network. Notwithstanding the foregoing or anything herein to the contrary, UC shall not be required to maintain the confidentiality of any information if, the disclosure of such information is required by Section 149.43 of the Ohio Revised Code, or any other applicable federal or state law governing UC. In the event of receipt of a public records request for any Data shared by LMPD, UC shall immediately notify LMPD of receipt of the request and its intent to release records to the requestor. LMPD shall have no less than ten (10) business days to respond to UC by either accommodating the requestor or pursuing legal remedies to stop UC's release of the requested information. The LMPD shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

Upon completion of the project or expiration and/or termination of this Agreement by either party, any and all information provided to UC by the LMPD is to be destroyed by UC or is to be returned to the LMPD. The permitted use, disclosure, and duty to return or destroy information shall survive the termination and/or expiration of this Agreement.

5. Term and Termination. The terms of this Agreement shall be effective on the date of the last signature and be effective for a period of one (1) year. The parties may exercise three (3), one (1) year renewals as needed to complete the project. Either party may terminate this Agreement at any time, for any reason, upon 60 days' prior written notice to the other party. Upon termination of this Agreement, or at any time during the term of this Agreement, at the request of LMPD, UC shall either return or destroy all Data it has received from LMPD, and shall not use the Data for any purpose beyond the termination date.

6. Notices. Any notice required to be given under this Agreement must be in writing, with any applicable postage and delivery charges pre-paid, and may be sent by email, hand delivery, overnight mail service, first-class mail, or certified mail with return receipt requested, to a party at the addresses set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices under this Agreement are deemed to have been given, and are effective upon, actual receipt by the other party or, if mailed, upon the earlier of the fifth day after mailing or actual receipt by the other party.

If to LMPD:

Steve Conrad, Chief of Police
Louisville Metro Police Department
633 W Jefferson St.
Louisville, KY 40202
steve.conrad@louisvilleky.gov

If to UC:

Robin S. Engel, Ph.D.
Director, IACP/UC Research Center
University of Cincinnati
P.O. Box 1210632
Cincinnati, OH 45221
robin.engel@uc.edu

7. Relationship of the Parties. This Agreement does not create a joint venture or partnership between the parties. UC is an independent contractor. Each party has all ownership, rights and title to any of its unique information that it provides or discloses in connection with the administration of this Agreement or in connection with any transaction under this Agreement.

8. Mutual Responsibility. Each party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Advertisement. Neither party shall advertise the fact that it has contracted with the other party or appropriate or make use of the other party's name or registered marks, logos, or property without the prior consent of such party.

10. Assignment. Neither party may assign this Agreement to a third party without the express written permission of the other party. Such permission shall not be unreasonably withheld, conditioned, or delayed.

11. Third-Party Beneficiaries. The parties acknowledge and agree that individuals who are the subject of the Data are not intended to be third-party beneficiaries of this Agreement.

12. Signature: Entire Agreement. This Agreement may be executed in one or more counterparts, each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement. The parties agree that this Agreement may be executed and transmitted by facsimile or electronically and a facsimile or signed electronic copy shall be as enforceable as an original. This Agreement, including attachments hereto, and any subsequent addenda, contains the entire agreement between UC and LMPD. This Agreement may be modified or extended only by written agreement signed by both parties. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

13. Choice of Law. This Agreement shall be governed and interpreted by the Laws of the State of Kentucky without reference to the principles of conflicts of law.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives to be effective as of the Effective Date.

University of Cincinnati

Thomas Glass

By Thomas Glass

Print Name

Associate General Counsel, Assistant

Title 1/31/2019

Date

City of Louisville, Kentucky

By Steve Conrad

Print Name Police Chief

Title 01/31/2019

Date