

New York City Police Department  
Office of Management Analysis and Planning

**Agreement Governing Provision of New York City Police Department Data**

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1. This agreement governs provision of New York City Police Department data. The Office of Management Analysis and Planning agrees to provide records in furtherance of the following project:

*Impacts of Implicit Bias Training*

2. The following individuals will have access to the data records:
  - Robin Shepard Engel, Professor, University of Cincinnati
  - Nicholas Corsaro, Professor, University Cincinnati
  - Gabrielle Isaza, Research Associate, University of Cincinnati
  - M. Murat Ozer, Assistant Professor, University of Cincinnati

Any additional researcher who are deemed qualified by the University of Cincinnati team to perform analyses for this project shall have their names and credentials communicated to the NYPD Office of Management Analysis and Planning in writing (electronic or hard copy).

3. Of these individuals, Robin Shepard Engel will act as official custodian, and shall be responsible for the maintenance, care and security of data records provided under this Agreement.
4. Data records will be provided, to include the following types of data where available from the time period 2017-2019:
  - Arrest data: Arrest Identifier, Arrest Date, Year, Borough Name, Precinct Code, Officer Tax Number, Officer Command Code, Officer Force Used Code, Officer Force Used Description, Officer Reason Force Used Code, Officer Reason Force Used Description, Office Injured Flag, X\_coord\_cd, Y\_coord\_cd, Arrestee Physical Force, Law Code, Offense Description, Law Code Category Code, Reported Age Group, Arrestee Sex Description, Arrestee Race Description
  - Criminal Court Summons data: Summons ID, Summons Date, Borough Name, Summons Precinct Code, X Coordinate Code, Y Coordinate Code, Officer Tax Number, Officer Command Code, Law Code, Violation Description, Respondents Age Group, Respondent Race Description, Respondent Sex Description
  - Stop Question Frisk data: Stop Frisk ID, Stop Frisk Date, Stop Frisk Time, Hour of Day, Precinct Code, Borough Name, X Coordinate Code, Y Coordinate Code, Frisk/Search Flags, Other Contraband Flag, Issuing MOS Tax (modified), Issuing Officer Command Code, Suspect Sex Description, Suspect Race Description, Suspect Reported Age Group, Suspect Reported Age, Suspected Crime Description, Stop Initiated Code, Search Basis Flags, Physical Force Flags, Background Circumstances Flags
  - Anonymized Personnel data: Unique ID, Rank, Command, Appointment, Age, Sex, Race
5. In accepting data records from the NYPD, the data recipients agree to the following conditions, except as required by law:
  - a. The data records provided under this Agreement will be used exclusively for the project described in #1. All data are defined as non-public information regarding the New York City Police Department and shall be kept confidential (the "Confidential Information"). The data shall remain confidential in perpetuity subsequent to the completion of the Project or

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termination of the Agreement.

- b. Confidential Information shall also be defined to include without limitation all information relating to the NYPD that may be subject to law enforcement privilege, or information that is protected by law from disclosure. Because the unauthorized disclosure of Confidential Information may jeopardize investigations, endanger sources of information, compromise the security of individuals identified during the course of investigation, or may contain personal identifying information, data concerning confidential informants, investigations, subjects of investigations, and investigative methods of the NYPD shall be considered confidential, and subject to law enforcement privilege and all applicable laws.
  - i. Excluded from Confidential Information shall be information/data which: (a) as of the date of disclosure is already known to the Researchers as evidenced by prior documentation thereof; or (b) is or becomes part of the public domain through no fault of the Researchers.

Notwithstanding anything to the contrary contained in this Agreement, Researcher is not required to maintain the confidentiality of any information if the disclosure is required by Ohio Revised Code, Section 149.43 or any other applicable federal or state law requiring disclosure. In the event that Researcher receives a request to disclose any information provided under this Agreement, Researcher shall immediately notify the NYPD of such request and NYPD shall have at least ten (10) business days to respond to Researcher of its consent to the disclosure of the requested information or pursue, at NYPD's sole expense, legal remedies to preclude disclosure of the requested information.

- c. Data provision is limited to persons identified in #2. Disclosure to other parties is prohibited. If additional individuals require access to the data, the Requestor will submit a formal request to the Office of Management Analysis and Planning providing details on such recipients.
- d. All data recipients will receive, store and use data records provided under this Agreement in a manner that is compliant with: (1) federal regulations pertaining to protection of human subjects (45 CFR 46), (2) any applicable state laws, and (3) all active New York City Police Department rules, procedures and policies.
- e. The official custodian will store the data records in a secure, password-protected location, and limit availability to persons identified in #2. This requires that any network or internet connected device have, ideally, an encrypted folder for these files, or a password-protected folder, on a local computer and not on a server or cloud service. All data shared pursuant to this agreement shall be destroyed three (3) years after the completion of the project outlined in #1.
  - i. Electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft.
- f. The NYPD may monitor, audit and review project activities to ensure compliance with the requirements of this Agreement.
- g. Nothing in this Agreement creates any obligation on the part of the New York City Police

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Department to provide information. With or without cause, the New York City Police Department retains the right to require the immediate return or destruction of all copies of data records obtained under this Agreement, take such actions as it deems appropriate to protect the security and privacy of the data records and enforce the terms of this contract, and refuse any future requests for data records from the Requestor.

- h. All data recipients shall sign a confidentiality and non-disclosure agreement prior to receiving or accessing any data. All data recipients will refrain from copying the data records, unless absolutely necessary for the use specified in #1, and with the prior written approval of the NYPD. Records will be maintained indicating the creation of data copies and their status until such time as they are confirmed destroyed.
- i. Any publication of the data will occur only with the express written consent of the New York City Police Department. Any report, paper, brief, or similar document, related to the data will occur only after the New York City Police Department is provided with an advanced copy of the document. The New York City Police Department will review these documents with the sole purpose of determining whether the manuscript contains Confidential Information. The New York City Police Department shall have thirty (30) days to request deletion of any Confidential Information. The Requestors shall honor the New York City Police Department's reasonable requests for the deletion of Confidential Information. Following that thirty-day period, the Requestor shall be free to submit the manuscript and publish results consistent with academic standards.
- j. Any publication of the data shall contain the following attribution of the data to the New York City Police Department: "This data was provided by and belongs to the New York City Police Department. Any further use of this data must be approved by the New York City Police Department." Any report citing data analysis conducted pursuant to this Agreement, whether published or unpublished, shall include a disclaimer as follows: "Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the New York City Police Department."
- k. Any report citing data analysis conducted pursuant to this Agreement, whether published or unpublished, will be submitted to the Office of Management Analysis and Planning.
- l. The Agreement will remain in effect for two years following the date of execution upon the signature of the NYPD. If, upon termination of the Agreement, the project described in #1 remains ongoing, the agreement may be extended upon written request by the official custodian or an appropriate designee.
- m. Each provision of this Agreement is severable and, if a court should find any provision of this Agreement to be unenforceable, all other provisions of the Agreement shall remain in full force and effect.
- n. The NYPD reserves the right to limit or deny access to its Data at any time during the Project and to terminate the Project at any time.

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The following signatories agree to the conditions specified in this Agreement:

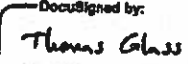
**New York City Police Department:**

Name: 

Date: 4/1/19

James P. O'Neill  
Police Commissioner  
New York City Police Department

**University of Cincinnati**

DocuSigned by:  
Name:   
1E88B7CE928A186

Date: 3/14/2019

[Name of person signing the document]  
University of Cincinnati  
Thomas Glass  
Associate General Counsel, Assistant