**MEMORANDUM OF UNDERSTANDING**

# This Memorandum of Understanding (hereinafter referred to as the “MOU”) is entered into this \_\_\_ day of \_\_\_\_, 2021 by and between the Boston Police Department (hereinafter referred to as the “Department”), having an address at One Schroeder Plaza, Boston, MA 02120 and the University of Pennsylvania (hereinafter referred to as the “Research Provider”), having an address at .

This MOU establishes the responsibilities of the Research Provider when interacting with the Department and receiving data, information and intelligence information related to arrest and field interrogation and observations data.

Further, this MOU establishes the responsibilities for the usage of information compiled by and contained at the Department that has been deemed confidential and privileged, and which might contain information relating to an individual’s criminal record and investigatory materials, the disclosure of which is potentially prejudicial against continued effective law enforcement by the Research Provider, subject to the following terms and conditions (“Confidential Information”).

1. Use

The Research Provider shall have access to the Confidential Information solely for use in in such manner as the Research Provider deems appropriate. Research Provider acknowledges that the Department will not advise the Research Provider regarding Research Provider’s use of any Confidential Information that is provided pursuant to the terms of this MOU. No Research Provider shall be permitted access to Confidential Information until completion of this MOU, which shall be kept on file by the Department. The Research Provider agrees to abide by all regulatory and statutory restrictions relative to its access of the information described above.

In addition, the Department provides permission for the Research Provider to merge the Department data provided under this agreement with student-level administrative data from the Boston Public Schools (BPS) and the Massachusetts Department of Elementary and Secondary Education (MA DESE), conditional on approval from those entities, so long as such merging does not disclose any Confidential Information to either BPS, MA DESE, or any other entity.

Data accessed by the provider will include FIO and arrest data from 2012-2020, used to create social networks to look at the effect of education policies. Social networks will be developed by looking at the time and place of arrests and FIOs and where incidents occurred together (co-arrests, people FIO’d at the same time). We do not anticipate needing BPD assistance in pulling other data sources to develop social networks.

1. Purpose:

The purpose of this project is to study the effects of school choice and suspension on subsequent arrests and FIOs. This analysis could provide valuable policy guidance to Boston Public Schools (BPS) and improve public safety outcomes. The project aims to look across BPS and BPD data to better understand how school policies might encourage students into or out of at-risk networks.

While BPD data will be central to the research, the purpose of the research is to advise education policymakers on how their decisions can enhance public safety. Products from the research will be education policy guidance and academic research aimed at education.

1. Duration and Termination

This MOU is effective upon the date the last party signs below. This MOU shall remain in effect for three (3) years from the effective date and may be terminated by either party upon fourteen (14) days written notice to the other party.

The termination of this MOU or any change in its terms shall not relieve the Research Provider of any obligations of non-use or non-disclosure hereunder or the obligations to return certain materials as outlined below.

1. Modifications

This MOU represents the final and only agreement binding the parties hereto. This MOU may be modified or waived only by a separate writing and will not be enforceable until signed by all parties.

1. Confidential Information

Whereas the Research Provider will have access to information that is deemed confidential and privileged, and which might contain information relating to an individual’s criminal record and investigatory materials, the disclosure of which might be potentially prejudicial against continued effective law enforcement, the parties agree as follows:

1. As used through this MOU, the term Confidential Information means information not generally known to third parties and that is designated as confidential by the Department, including, for example, criminal record information that includes personal identifiers and investigatory materials. All information disclosed to the Research Provider, or to which the Research Provider obtains access, pursuant to this MOU shall be presumed to be Confidential Information.
2. The parties understand that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the Department. Accordingly, the Research Provider agrees:
   1. Not to disclose Confidential Information to any party outside of the identified “Research Team”.
   2. Not to use any of the Confidential Information for any purpose other than for the specific research purposes covered by this MOU.
   3. To maintain all the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person without the prior and explicit written consent of the Department.
   4. That any use of the Confidential Information for reasons not outlined by this MOU will result in the immediate termination of this MOU and surrender of any information received by the Research Provider.
   5. That, upon termination of this MOU or upon the Department’s request, all records, compositions, articles, documents and other items which contain, disclose, and/or embody any Confidential Information (including but not limited to all copies, reproductions, summaries and notes of the contents thereof), shall be returned to the Department, and the Commander of the Bureau of Administration and Technology will certify that the provisions of this paragraph have been complied with.
3. The parties agree that the obligations and/or restrictions pursuant to Section 3 above shall not apply to information which:
4. Is or becomes part of the public domain through no act or omission of the Research Provider; or
5. The Department authorizes, in writing, for release; or
6. The Research Provider obtains from a source other than the Department.
7. In the event that the Research Provider receives a request to disclose all or any of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the Research Provider agrees to immediately notify, except to the extent legally prohibited, the Department’s Office of the Legal Advisor of the existence, terms, and circumstances surrounding each request, so that the Department may seek an appropriate protective order and/or waive compliance with the provisions of this MOU prior to production of the requested Confidential Information. The Research Provider understands that, except as otherwise legally required, it may not disclose any of the Confidential Information requested in the subpoena or order until such time as the Department seeks a protective order or until the Department provides the Research Provider with a written release for the Confidential Information.
8. License

The parties hereto acknowledge that the information provided is the property of the Department and the disclosure of such information to the Research Provider does not convey any right, title or license in the Confidential Information to the Research Provider. Additionally, the Research Provider agrees that it shall not appropriate the Confidential Information for its own use or the use of any third party except to the extent otherwise authorized in writing by the Department.

1. Liability

The Research Provider agrees to be solely responsible for any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements, and court costs) of every kind and nature whatsoever, to the extent arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct arising out of, or related to, the performance of this MOU, including the use or alleged or actual misuse of Confidential Information, by the Research Provider, its employees or students.

Further, the Research Provider shall defend, indemnify and hold harmless the Department, including its employees or students, against any and all claims, including, without limitation, any claims for any personal injury or property damages, patent or copyright infringement or other damages, that the Department may sustain to the extent such claims arise out of or in connection with the failure by the Research Provider to perform its obligations as set forth in this MOU.

The above obligation to indemnify shall not apply to claims which allege intentional, willful, or malicious acts or omissions, by either Party, their agents, servants, or employees, or if the act or omission which gave rise to the claim was not provided for, or contemplated, as within the scope of this MOU.

This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, against the Department, its departments, agencies, entities, officers, employees or agents, or any other person therein.

The provisions of this Section shall survive the expiration or termination of this MOU.

1. Damages

The parties agree that money damages would not be a sufficient remedy for any breach of this MOU and the non-breaching party shall be entitled to enforce this MOU by injunctive and other available relief.

1. Jurisdiction

This MOU shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision, or portion thereof, is deemed by a court of competent jurisdiction to be prohibited or invalid under applicable law, such provision or portion thereof shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.

1. Results and Reports

The Research Provider has the right, consistent with scientific standards, to publish, present, or use the study results it has gained in the course of the research under this Agreement. The Research Provider retains the right to publish findings, provided they first share a substantively similar report with the Department.

1. Miscellaneous

This MOU shall be binding upon the parties hereto and their successors and assigns.

1. Notices

Any notices delivered hereunder relating to this MOU shall be sent by first class mail, facsimile, email, recognized courier or overnight delivery service, addressed as follows:

To the Department:

Police Commissioner

Boston Police Department

One Schroeder Plaza, Boston, MA 02120

With copies to:

David Fredette, Legal Advisor

Office of the Legal Advisor

Boston Police Department

One Schroeder Plaza, Boston, MA 02120

Phone: (617) 343-4550

Fax: (617) 343-4609

To Research Provider:

Benjamin Struhl

Executive Director

Penn Crime and Justice Policy Lab

University of Pennsylvania

558 McNeil Building

3718 Locust Walk

Philadelphia, PA 19104-6286

(215) 573-9097

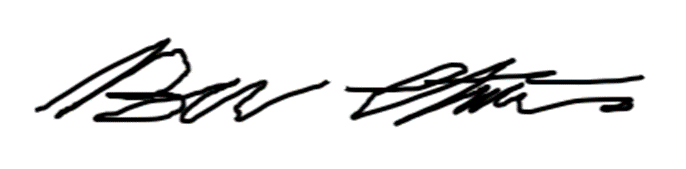
**In Witness Whereof**, the parties acknowledge their agreement to the foregoing as of the date first set forth above by execution of the MOU.

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Gregory P. Long Date

Superintendent-in-Chief

Boston Police Department



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Benjamin Struhl Date

Executive Director

Penn Crime and Justice Policy Lab

University of Pennsylvania