

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into this 26 day of April, 2021, between the Wilson Sheehan Lab for Economic Opportunities, a non-profit research center at the University of Notre Dame ("LEO"), and the Lubbock County Sheriff's Office in the County of Lubbock, a Texas county government, ("Lubbock County"), individually and jointly hereinafter "Party" or "Parties," respectively.

Article 1-Background

Dr. Mary Kate Batistich and Dr. William Evans with LEO ("Principal Investigators") and Captain Ryan Braus and Rae Brockman (LCDR, LPC-S) with Lubbock County ("Principal Contacts") initiated discussions regarding forming a partnership to collaborate on projects and research between the Parties. Their primary research project will evaluate the impact of the "Step Up" program on outcomes such as recidivism.

Article 2-Goals and Obligations

The purpose of this MOU is to establish the terms and conditions upon which the Parties will conduct collaborative research projects and other services. No commitment is made by either Party to contact for, or to conduct, research or other services by the execution of this MOU alone. Rather, specific collaborative research projects and other services will be set forth in subsequent Research Agreements with separate and specific terms and conditions.

Obligations of the Parties

- LEO shall be responsible for providing research, methodology, program evaluation, information technology and scientific dissemination expertise.
- Lubbock County will be responsible for programmatic expertise, data, and access to research participants.
- The Parties shall hold regular phone or video conferences about research activities.
- Information from data obtained from both prisoners and law enforcement officers will be made available to all Parties for research, program evaluation and analysis. Both parties agree that access to identifiable data will be limited to the minimum necessary to complete each project. All releases will be mutually agreed upon by LEO (e.g., by the Principal Investigators or their preferred reviewer) and Lubbock County (e.g., by the Principal Contacts or their preferred reviewer) prior to data release.

Article 3-Publicity, Release of Information

The parties agree to coordinate the review and release of information. Any consideration of release of information to the public regarding activities carried out under the terms of this MOU will be discussed and mutually agreed upon by the appropriate management officials, or their designees. No identifiable participant data will ever be released to the public. Lubbock County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any information furnished to the Lubbock County whether or not the same is available to the public. It is further understood that Lubbock

County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lubbock County, its officers and employees shall have no liability or obligations to LEO for the disclosure to the public, or to any person or persons, of any information, or other items or data furnished to Lubbock County by LEO in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

Article 4-Intellectual Property Rights

Ownership rights to subject inventions and works of authorship arising under all unfunded arrangements between the parties shall be negotiated in a separate document.

Article 5-Term and Termination

The term of this MOU begins on the Effective Date and continues for a period of five (5) years unless terminated earlier as provided below. Either Party may terminate this MOU, without cause and at any time, by giving written notice to the other Party specifying a termination date that is at least thirty (30) days after the date of the written notice. Termination of this MOU shall not impact the continued validity of any existing projects between the Parties, and each Party shall remain obligated to perform their respective responsibilities and obligations, if any, as set forth in other project agreements.

Article 6-Confidentiality

- a) Except as otherwise agreed in writing by the Parties, each Party shall hold all data and other information provided or otherwise disclosed by the other Party (or by other Participants in connection with discussions regarding a potential Project), whether written or oral, as well as the terms of this MOU (collectively, the "Confidential Information"), in strict confidence, shall use the Confidential Information only for purposes of this MOU and shall not disclose, distribute or disseminate the Confidential Information, or documents or information derived from it, in any way to any other person or entity (other than to the recipient Party's accountants, attorneys and other consultants retained for purposes of this MOU and which have been advised of these confidentiality requirements and the requirement to comply therewith) or use the Confidential Information for its own benefit or the benefit of others. Each Party agrees to use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure of the Confidential Information to outside persons or entities. The Parties' obligations under this paragraph will for the life of this MOU.
- b) Nothing in this MOU prevents either Party from disclosing information which belongs to it or is (i) already known by it without an obligation of confidentiality other than pursuant to this MOU, (ii) publicly known or becomes publicly known other than through its unauthorized act, (iii) rightfully received by it from a third party, (iv) independently developed by it without use of the Confidential Information or (v) approved in writing by the other Party for disclosure. In addition, a Party may disclose Confidential Information pursuant to applicable law, including, but not limited to statutes, subpoena, judicial action or governmental regulations or requirements; provided that the Party so disclosing notifies the other Party of the need for the disclosure within a reasonable time given the circumstances so that the other Party, at

its sole cost and expense, may, as it deems appropriate, seek to challenge the required disclosure or seek a protective order.

- c) Except as agreed in writing by the Parties, neither Party shall (i) have any obligation to provide or otherwise disclose any particular information to the other Party or any other person or entity, (ii) be deemed to have made any warranty, express or implied, with respect to any information provided or otherwise disclosed by such Party or (iii) have any responsibility for any expenses, losses or actions incurred or undertaken by the other Party as a result of such other Party's receipt or use of information provided or otherwise disclosed thereto. Confidential Information shall be and remain the property of the disclosing Party and, upon termination of this MOU, each Party shall surrender any Confidential Information transmitted to it by the other Party or certify that such Confidential Information has been destroyed, except that one copy may be retained for archival purposes only (and copies may also be retained as reasonably required in connection with the enforcement of rights and/or the performance of responsibilities and obligations pursuant to any project document).

Article 7-Notice

Any notice required under this MOU shall be in writing, shall reference this MOU and shall be deemed given when (i) delivered personally, (ii) sent by confirmed facsimile or electronic mail, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. The notice shall be sent to the addresses and persons set forth below. A party may change the address and persons designated by a Party by written notice to the other Party.

If to LEO:

Wilson Sheehan Lab for Economic Opportunities
Attn: William Evans
3060-I Jenkins Nanovic Hall
Notre Dame, IN 46556 USA

If to Lubbock County:

Lubbock County Sheriff's Office
Attn: Capt. Ryan Braus
P.O. Box 10536
Lubbock, TX. 79408

Article 8-No Fiscal Obligation or Restriction on Other Relationships

This MOU, on its own terms, is neither a fiscal nor a funds obligation document, and nothing in this MOU obligates either Party to expend, exchange, reimburse funds, or to purchase services or supplies, or to transfer, receive or commit anything of value. Each party will bear its own costs, risks and liabilities arising out of its obligations and efforts under this MOU during the period it is in effect.

This MOU in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals.

Article 9-Entire Agreement

This MOU is the entire understanding between the Parties with respect to the subject matter described. No modification, alteration or amendment of or to this MOU shall be effective unless it is in a writing executed by both Parties.

SIGNATURES

Wilson Sheehan Lab for Economic Opportunities

By: 

William Evans

Keough-Hesburgh Professor of Economics, University of Notre Dame

Date: 4/12/2021

University of Notre Dame


By: _____

Greg Luttrell

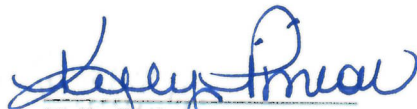
Director of Research Contracts, University of Notre Dame

Date: 04/12/2021

LUBBOCK COUNTY:


Curtis Parrish
County Judge

ATTEST:


Kelly Pinion
County Clerk

REVIEWED AS TO CONTENT:


Kelly Rowe

Sheriff

REVIEWED FOR FORM:



Jennifer Lilbeck

Assistant Criminal District Attorney – Civil Division
Lubbock County Criminal District Attorney's Office