

Sample Memorandum of Understanding (MOU)

Organization X and State Y Department of Corrections

I. Background

Organization X is an independent, not-for-profit research organization that provides data to meet the information needs of organizations concerned with public policy issues, community needs, and the quality of life. Organization X locates, develops, and collects information and consults with organizations on the use of data for planning, decisionmaking, and social policy analysis. Organization X does not advocate specific public policies or policy choices.

Organization X has begun the process of convening a local Reentry Employment Mapping Group (REMG), which will primarily focus on job access, projected job growth, and employment development policies as they relate to the current reentry population and the projected reentry population.

In recent years, the State Y Department of Correction (YDOC) has launched a number of efforts designed to support the successful return of prisoners to State Y communities... Governor Z launched a Statewide Community Safety and Reentry Working Group to provide guidance for the design of a new statewide reentry system focusing on 10 high-impact regions. YDOC's interests in reentry within City M suggest that the program efforts could benefit from a local analysis of where returning prisoners reside in relation to the risks and assets that exist in their communities.

II. Purpose of this Memorandum

To describe the mutual goals and responsibilities with regard to the sharing, analysis, and dissemination of YDOC data on returning prisoners and currently incarcerated persons in support of improving outcomes for this population.

III. County M Area Reentry Mapping Group (REMG)

The REMG will meet regularly over the course of the project to help guide the development of the research tools and analytic models. It will also be one of the vehicles for public policy use of the information generated by the project.

To form the REMB, Organization X has convened a diverse set of community stakeholders. At present, representatives from: [list of partners] have agreed to participate in it and we anticipate that other stakeholders will join in the near future.

IV. Mutual goals

Both Organization X and State Y DOC have an interest in better understanding the spatial patterns, relationships, and dynamics of prisoner reentry in County M. This requires the sharing, analysis, mapping, and dissemination of YDOC and local community data to identify concentrations of persons released from prison in relation to existing or prospective employment and social service resources. In furtherance of these goals, both parties agree to make every reasonable effort to fulfill the responsibilities outlined below.

V. Parties' Roles and Responsibilities

Organization X shall:

- a. Serve as the central entity to submit data requests on behalf of the Reentry Employment Mapping Group, identify data needs and submit requests to YDOC; designate one point of contact who will request data from YDOC, receive data from YDOC (hereinafter "the data") and share maps and analysis results with YDOC;
- b. Review requests for maps and analysis results from REMG members to ensure that the requests are consistent with REMG's goals of identifying reentry patterns and resource gaps. Requests that are not consistent with these goals will not be pursued.
- c. Fulfill requests from REMG members for analysis results; take all necessary and reasonable action by instruction or agreement with its employees, agents, and subcontractors to maintain security confidentiality, non-disclosure, and limitation of use of the data. Employees, agents, or subcontractors of Organization X may use data files to fulfill the purposes and obligations as set forth in this Agreement. Organization X shall not provide, copy, or disclose, directly or indirectly, to any third party any of the data provided by YDOC;
- d. Share all maps and analysis results with YDOC at least ten (10) days prior to dissemination by the REMG for the purpose of receiving YDOC clarification on such matters as definitions, nuances or anomalies with the data, as well as input on policy implications; clearly mark as "Draft—Not for Dissemination or Distribution" any maps or analysis results to be shared with the REMG that have not yet been reviewed by YDOC;
- e. Incorporate clarifications and input received from YDOC into "final products."
- f. Be the owner of analyses based on the data—including research reports, tables, indexes, maps, charts, and other exhibits that have been shared with YDOC ten (10) days prior to dissemination. Such analyses are the property of Organization X and may be publicly shared or posted on a web site without restriction.
- g. Attribute YDOC as data source in all charts, maps, tables and other exhibits that contain any data from the data files or are derived from the data files.
- h. Not assign rights or obligations under this Agreement to any third party without the prior written consent of the parties.

YDOC shall:

- a. Designate one point of contact for receiving and fulfilling data requests from Organization X;
- b. Provide timely access to the requested data;
- c. Provide clarification on data definitions and any nuances or anomalies with the data;
- d. Advise Organization X on the interpretation, analysis, and policy implications of the YDOC data;
- e. Maintain sole authority for use of original case-level data; and
- f. Review and provide feedback on any maps or analysis results produced by Organization X within ten (10) days of receipt of those products.

VI. Redissemination

Data and information furnished by YDOC to Organization X may not be used for any legal documents, such as search warrants, affidavits, or any document that may become public, or redisseminated or used for any purpose other than that for which it was requested, without the written permission of YDOC.

VII. 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.

VIII. Term and Amendment

This Memorandum shall be in effect for the period of one year beginning [Date]. 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.

Signed by:

_____ Date: _____
Representative,
State Y Department of Corrections

_____ Date: _____
Representative,
Organization X