

MEMORANDUM OF UNDERSTANDING
BETWEEN
WATERLOO REGIONAL POLICE SERVICE
AND
“ACADEMIC PARTNER”
(see below)

A. PURPOSE

1. This Memorandum of Understanding (MOU) is entered into by the Waterloo Regional Police Service (WRPS) and the named **Academic Partner** (identified below) to set out the roles, terms and conditions by which the parties will operate in furtherance of mutually beneficial and academic research – the “**Research Project(s)**” herein defined.

B. ROLES AND RESPONSIBILITIES

1. WRPS - For each approved Research Project, a representative of the Planning and Project Management Unit of WRPS will be identified as the Person of Contact (“**POC**”). The POC will keep current on research interests, evidence-based policing, and topical issues in the policing field, as well as serve as a liaison that facilitates participant recruitment, data access, facility access, and problem solves during the research project. The POC and the PI will agree to a meeting schedule while the project is active to review and discuss progress. Members of the WRPS are under no obligation to participate in the research project and may withdraw without penalty at any time.
2. Academic Partner - The Academic Partner shall submit research requests to the Office of the Chief of Police via a Request for Research form. Academic Partner covenants that he/she assumes responsibility for any Principal Investigator(s) (**PI**) named on the Request for Research form or subsequently added to the Research Project provided the form is signed. PI will provide their time at no cost in exchange for access to police data and will further abide by their Academic Institution’s Research Ethics Board (REB) approval.

C. RESEARCH PROJECT(S)

1. The “**Research Project(s)**”, for the purpose of this MOU shall be those projects submitted by the Academic Partner and approved by the WRPS (as submitted or as mutually amended). Each final and approved Research Project will be signed off by the PI and the POC and shall form part of this MOU.

2. Research Project(s), for the purpose of this MOU are academically driven and conducted research projects that relate to policing issues or environment.
3. Research Project(s) must be approved by the Academic Institution's Research Ethics Board (REB) and conducted in such a manner consistent with that approval and recognized, sound and professional research methodologies.
4. All Research Project(s) must be conducted or overseen by a faculty member of the Academic Institution.
5. Any Research Project will incur no expense to WRPS other than time in-kind, unless otherwise agreed to in writing by the parties.
6. WRPS and the Academic Partner will cooperate on any agreed to applications for funding to assist with the Research Project(s).

D. DATA COLLECTION AND SHARING OF INFORMATION

1. WRPS will provide or enable access to data to the PI that is required to conduct the research unless prohibited by law, organizational policy and subject to the terms of this MOU.
2. Any data that contains **personal information** as defined by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) must be treated as confidential by the research team, protected from unauthorized access, and at the conclusion of the research project returned to WRPS. The attached terms and conditions (see Schedule "A"), as prescribed by Regulation 823 of MFIPPA shall apply and be abided by strictly. Without such, data will not be shared in such a way that enables the identification of individual(s).
3. If a research partnership requires secondary data beyond what is normally publicly accessible, the limitations of MIFFA will apply.
4. The collection of primary data will be subject to clearance granted by the Academic Institution's REB and an informed consent process with potential human participants.
5. Any data that is provided by WRPS to the PI is considered proprietary and shall not be shared outside the research team without prior written consent.
6. Members of the WRPS are under no obligation to participate in the research project and may withdraw without penalty at any time. The views expressed by members of the WRPS are not necessarily those of the WRPS.

7. The PI will advise the POC of any preliminary findings which could support immediate or near-term corrective actions or improvements by WRPS.
8. WRPS acknowledges that the Research Project(s) will be carried out in conformance to generally accepted practices for university based scientific research and that the Research Project(s) are of an experimental and exploratory nature and that no particular results can be guaranteed. The Academic Partner makes no representations or warranties, expressed or implied, as to any matter whatsoever including, without limitation, the condition of the Research Project(s) or the findings thereof, or the ownership, merchantability, or fitness for a particular purpose of any product, process, service, or data developed by WRPS, directly or indirectly, as a result of the Research Project(s). The Academic Partner shall have no liability whatsoever arising out of or related to WRPS' reliance upon or uses of the findings of the Research Project(s).

E. REPORTING RESULTS

1. Any final research reports and/or articles and/or posters and/or presentations prepared by the PI will be forwarded to the POC for review and comment prior to submission deadlines. Any comments provided by the POC will be duly considered by the PI and incorporated or not incorporated into the published versions as the PI decides in his/her discretion acting reasonably.
2. WRPS or any of its members shall not be referenced or identified (directly or indirectly) in any such reports without prior written approval.

F. CONFIDENTIALITY AGREEMENT

1. The attached terms and conditions relating to confidentiality (see Schedule "B") apply if and to the extent access to data or information is required as part of a Research Project where such data or information is deemed confidential, including but not limited to if disclosure could reasonably be expected to:
 - (a) interfere with a law enforcement matter;
 - (b) interfere with an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
 - (c) reveal investigative techniques and procedures currently in use or likely to be used in law enforcement;
 - (d) disclose the identity of a confidential source of information in respect of a law enforcement matter, or disclose information furnished only by the confidential source;

- (e) endanger the life or physical safety of a law enforcement officer or any other person;
- (f) deprive a person of the right to a fair trial or impartial adjudication;
- (g) interfere with the gathering of or reveal law enforcement intelligence information respecting organizations or persons;
- (h) reveal a record which has been confiscated from a person by a peace officer in accordance with an Act or regulation;
- (i) endanger the security of a building or the security of a vehicle carrying items, or of a system or procedure established for the protection of items, for which protection is reasonably required;
- (j) facilitate the escape from custody of a person who is under lawful detention;
- (k) jeopardize the security of a centre for lawful detention; or
- (l) facilitate the commission of an unlawful act or hamper the control of crime.

G. TERM AND TERMINATION

1. This agreement will remain effective until either party terminates it in writing pursuant to this Section.
2. This agreement may be amended or modified as mutually agreed upon in writing by the two parties.
3. The Waterloo Regional Police Service reserves the right to temporarily or permanently withdraw access to records and/or members at any time, with prior written notice if this becomes necessary under the MFIPPA or due to operational needs.
4. Either party may terminate this MOU immediately upon default of the other party and providing written notice. Notwithstanding the foregoing either party may terminate this MOU without cause on 14 days prior written notice.
5. Termination of this MOU requires the immediate return of all information and data provided (unless such is in the public domain) and the terms of confidentiality and the MFIPPA obligations shall survive termination.

H. WATERLOO REGIONAL POLICE SERVICES and NOTICES

1. For the providing of any notice hereunder to the Waterloo Regional Police Services to the foregoing shall be sent

Waterloo Regional Police Services

Name

Title

Address 200 Maple Grove Road, Cambridge, ON N3H 5M1

Phone

E-mail

I. ACADEMIC PARTNER and NOTICES

- 1. The **Academic Partner** for the purposes of this MOU and for the providing any notice hereunder is as follows:

Name

Title

Academic Institution

Address

Phone

E-mail

- 2. List of Principal Investigator(s) shall be included in the Academic Partner's initial Request for Research form and confirmed upon commencement of project.
- 3. Any changes to the foregoing shall be immediately provided to the Waterloo Regional Police Services.

J. SIGNATURES

The parties to this MOU, by their signatures and for good and valuable considerations (the receipt and sufficiency of such is acknowledged) and the covenants and obligations set out above, hereby confirm their understanding and agreement with the above conditions and terms.

Academic Partner

Waterloo Regional Police Services

Chief of Police

✕ _____

✕ _____

Date

Date

SCHEDULE "A"
MFIPPA TERMS AND CONDITIONS

The following are the terms and conditions relating to security and confidentiality that a person is required to agree to before a head may disclose personal information to that person for a research purpose:

1. The person shall use the information only for a research purpose set out in the agreement or for which the person has written authorization from the institution.
2. The person shall name in the agreement any other persons who will be given access to personal information in a form in which the individual to whom it relates can be identified.
3. Before disclosing personal information to other persons under paragraph 2, the person shall enter into an agreement with those persons to ensure that they will not disclose it to any other person.
4. The person shall keep the information in a physically secure location to which access is given only to the person and to the persons given access under paragraph 2.
5. The person shall destroy all individual identifiers in the information by the date specified in the agreement.
6. The person shall not contact any individual to whom personal information relates directly or indirectly without the prior written authority of the institution.
7. The person shall ensure that no personal information will be used or disclosed in a form in which the individual to whom it relates can be identified without the written authority of the institution.
8. The person shall notify the institution in writing immediately if the person becomes aware that any of the conditions set out in this section have been breached.

The following agreement relating to the security and confidentiality of personal information to be disclosed for a research purpose (in the form titled "Security and Confidentiality Agreement of Personal Information for Research Purposes", dated May 1, 2016 and available on the Government of Ontario's Central Forms Repository website) is hereby incorporated in this MOU by reference:

SCHEDULE "A" continued

Ministry of Government and Consumer Services**Security and Confidentiality Agreement of Personal Information for Research Purposes***Municipal Freedom of Information and Protection of Privacy Act*

This agreement is made between:

ACADEMIC PARTNER

referred to below as the researcher, and

WRPS

Referred to below as the institution.

The researcher has requested access to the following records that contain personal information and are in custody or under the control of the institution:

Description of Records – SEE FINAL AND APPROVED RESEARCH PROPOSAL

The researcher understands and promises to abide by the following terms and conditions:

1. The researcher will not use the information in the records for any purpose other than the following research purpose unless the researcher has the institution's written authorization to do so:

Description of Research Purpose - SEE FINAL AND APPROVED RESEARCH PROPOSAL

2. The researcher will give access to personal information in a form in which the individual to whom it relates can be identified only to the following persons:

Names of the Persons – SEE MOU

3. Before disclosing personal information to person mentioned above, the researcher will enter into an agreement with those persons to ensure that they will not disclose it to any other person.

4. The researcher will keep the information in a physically secure location to which access is given only to the researcher and to the persons mentioned above.

5. The researcher will destroy all individual identifiers in the information by the date specified in the protocol approved by the Academic Institution's Research Ethics Board, being

(yyy/mm/dd).

6. The researcher will not contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of the institution.
7. The researcher will ensure that no personal information will be used or disclosed in a form in which the individual to whom it relates can be identified without the written authority of the institution.
8. The researcher will notify the institution in writing immediately upon becoming aware that any of the conditions set out in this agreement have been breached.

SCHEDULE "B" CONFIDENTIALITY TERMS AND CONDITIONS

1. **Definition of Confidential Information**

The Academic Partner agrees that information disclosed by the WRPS to the Academic Partner regarding all aspects of the activities, business and operation of the WRPS, and other information, including but not limited to information received or learned by the Academic Partner from WRPS employees, agents or through inspection of the WRPS's property or records, that relates to the WRPS's operations, business plans, opportunities, finances, research, development, know-how, personnel, complainants/victims, or third-party confidential information disclosed by the WRPS to the Academic Partner, the terms and conditions of this Agreement, and the existence of the discussions between the Academic Partner and the WRPS will be considered and referred to collectively in this Agreement as "Confidential Information".

Confidential Information, however, does not include information that:

- (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Academic Partner;
- (b) the Academic Partner can demonstrate to have had rightfully in its possession prior to disclosure to the Academic Partner by the WRPS;
- (c) is independently developed by the Academic Partner without the use of any Confidential Information; or
- (d) the Academic Partner rightfully obtains from a third party who has the right to transfer or disclose it; or
- (e) is required by law or regulation to be disclosed (in the event the Academic Partner is required to make the disclosure it shall notify the WRPS to allow WRPS to assert whatever exclusions or exemptions may be available to it under such law or regulation).

2. **Non-disclosure and Non-use of Confidential Information**

The Academic Partner will not disclose, publish, or disseminate Confidential Information to anyone other than those of its named persons in this MOU (i.e., researchers, research assistants, faculty advisors) with a need to know, and the Academic Partner agrees to take

reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The Academic Partner agrees to accept Confidential Information for the sole purpose of evaluation and/or in connection with the Research Project(s). The Academic Partner agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the WRPS in each instance. The Academic Partner acknowledges and agrees that all obligations hereunder are subject to and must be in compliance with the legislation and policies that govern the WRPS including the *Municipal Freedom of Information and Protection of Privacy Act*, the *Police Services Act* and the *Youth Criminal Justice Act*. WRPS acknowledges and agrees that all obligations hereunder are subject to and must be in compliance with the legislation and policies that govern the Academic Partner, including the *Freedom of Information and Protection of Privacy Act*.

3. Ownership of Confidential Information

All Confidential Information, and any Derivatives thereof, whether created by the WRPS or the Academic Partner, remain the property and under the control of the WRPS and no licence or other rights to Confidential Information are granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean:

- (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
- (b) for patentable or patented material, any improvement thereon;
- (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret; and
- (d) any material or information that is intellectual property or proprietary to the WRPS.

For clarity, Derivatives does not include the data, information, results, and reports created by the Academic Partner during the Research Project(s).

4. Return of Documents, etc.

The Academic Partner shall return to the WRPS all documents, records, electronic information and data and copies thereof containing Confidential Information and any passwords, issued identification or other property of the WRPS the earlier of (a) upon completion of the Research Project it relates to, or (b) immediately upon receipt of the WRPS's written request or termination pursuant to the MOU. For purposes of this section, the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

5. Equitable Relief

The Academic Partner hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the WRPS that may be difficult to ascertain. Accordingly, the Academic Partner agrees that the WRPS will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

6. Conflict of Interest

The Academic Partner agrees to advise the WRPS forthwith of any current or potential conflicts or interest or impartiality issues of any of the researchers. Upon being advised of such, the WRPS reserves the right in its sole discretion to require adequate provision for segregation of its information with the Academic Partner from that of the Academic Partner's researcher so in conflict or with impartiality issues or to terminate the use of the services of the Academic Partner.

7. Security (Police) Checks/Clearances

The Academic Partner shall ensure and warrants that all its researchers, research assistants and faculty advisors and agents will abide by the terms of this Agreement and, if requested by the WRPS, shall have all such persons complete and maintain a security (police) check/clearance, satisfactory to the WRPS. The Academic Partner shall advise the WRPS immediately if it becomes aware of any breach of this Agreement.

8. Notification of Requests for Information

The Academic Partner shall immediately notify the WRPS of any third party requests for information that the Academic Partner has or may have as a result of the research data or information from WRPS, whether such request is informal, formal, pursuant to legislation or by summons or court order. Any such notification set out under this Agreement shall be made to the Chief of Police or such designate as so advised from time to time.

9. Obligations Continue and Prevail

The obligations of the Academic Partner under this Agreement shall prevail over any other agreement between the parties and shall survive the termination of the services and continue indefinitely, including the obligation to indemnify the WRPS for any costs incurred as a result of unauthorized disclosure of any information provided. Should a court decide that there is a requirement for a set duration, the parties agree that said will not void this section and the term set by court shall be read in.