

**RESEARCH AGREEMENT BETWEEN THE
HOUSTON POLICE DEPARTMENT
&
THE POLICE FOUNDATION**

This Research Agreement (hereinafter referred to as "Agreement") is being executed between the Houston Police Department (hereinafter referred to as "HPD") and the Police Foundation (hereinafter referred to as "FOUNDATION"). Throughout this Agreement, HPD and FOUNDATION shall be collectively referred to as "Parties" and singularly as "Party." The Parties agree to abide by the terms and provisions established herein throughout the duration of the Agreement.

1. TERM AND TERMINATION

This Agreement shall commence on the date it is fully executed by representatives authorized by the Parties to enter into the Agreement, and it will last for a three year term unless otherwise extended by the mutual Agreement of the Parties. Either Party may terminate the Agreement at any time upon thirty (30) days' written notice to the other Party.

Notwithstanding the foregoing, the provisions under this Agreement as described in Section 3.1 (Access to Confidential Data) shall survive even upon the termination date of this Agreement.

2. PURPOSE AND SCOPE OF RESEARCH

HPD and FOUNDATION enter into the cooperative effort outlined in this Agreement for their mutual benefit and to advance research in the field of law enforcement. This Agreement does not provide a right, claim or benefit for third parties.

This research project, titled *Enhancing Procedural Justice in Hot Spots Policing: A Multi-Site Randomized Trial*, will explore whether training patrol officers on procedural justice concepts increase the effectiveness of hot spots policing and increase perceptions of police legitimacy.

Parties will complete the following objectives:

- HPD will provide the research team with crime data including calls-for-service and incident reports at the street segment level of analysis to facilitate the identification of hot spots. FOUNDATION is permitted to view redacted datasets offsite; however, if FOUNDATION researchers wish to conduct analysis on data containing non-redacted addresses, the data will be accessed within an HPD facility according to CJIS protocols.
- HPD will facilitate the sharing of parcel or City of Houston GIS maps with FOUNDATION if available. The data will be used to identify a minimum of 40 high crime hot spots within HPD jurisdiction.
- HPD will identify a minimum of four officers from the department to coordinate interventions in each of two treatment group, for a total of at least eight officers for a nine-month intervention period.
- HPD study participants will be randomly assigned to one of two treatment groups. Half of the hot spots will receive a standard intensive focus; officers will be assigned to focus extra time and enforcement activity on street blocks in this condition. Half of the hot spots would receive intensive police attention by assigned officers in addition to special efforts to increase the use of procedural justice in police-citizen interactions in order to enhance citizen perceptions of police legitimacy.
- FOUNDATION will provide specialized training (40 hours total) to officers in the "enhancing procedural justice" condition. This training will include extensive instruction on using procedural justice in interactions with citizens. FOUNDATION will determine the details of officer assignment to treatment groups in collaboration with the project research team.
- HPD will collaborate with FOUNDATION to plan systematic observations of officers who are assigned to the project. FOUNDATION trained research staff will ride along during officers' patrols of selected crime hot spots for a total of 400 hours of field observation.
- HPD will assist FOUNDATION in ensuring study participants complete daily activity logs and/or producing reports that reflect daily activity for study participants.

- HPD will assist FOUNDATION in developing procedures to conduct follow-up surveys of a sample of people who had contact with police and in-person interviews with residents living in hot spots areas. Parties will work together to determine a survey process remaining true to the project intent and within the protocols of sharing sensitive Criminal Justice Information.
- FOUNDATION will determine the language of the informed consent as part of its review of each project undertaken in conjunction with this Agreement. HPD shall be provided with advance written notice of the language of the informed consent and shall be provided with an opportunity to comment upon such language.
- HPD will provide data to assess the impact of the intervention including official crime data (arrests, calls for service, and incident reports).
- FOUNDATION will present a summary of findings to HPD at the conclusion of the research project.

3. ASSURANCE OF CONFIDENTIALITY

3.1 Access to Confidential Data

The Parties acknowledge and agree that a fundamental component of this Agreement is the access of FOUNDATION researchers to sensitive and/or confidential data maintained by HPD (hereinafter referred to as "Confidential Data").

FOUNDATION hereby declares that only persons authorized in writing by FOUNDATION shall have access to Confidential Data. FOUNDATION shall be responsible for providing HPD with a written list of researchers who are authorized to access Confidential Data. The Parties acknowledge and agree that certain records, files and data which FOUNDATION researchers will be allowed to access are necessary to the performance of FOUNDATION's research as defined within this Agreement. As a result, FOUNDATION declares that authorized individuals are obligated to the same standards of confidentiality as specified in this Agreement.

All data provided or made accessible by HPD will be considered Confidential Data for purposes of this Agreement unless otherwise indicated in writing by HPD. Apart from authorized personnel as formerly described, these Confidential Data are not subject to disclosure to any third party. The sharing of the Confidential Data by HPD with FOUNDATION researchers shall not be deemed a public release of records or a waiver in any way of HPD's otherwise valid claim of confidentiality of the Confidential Data, including any applicable exemption or privilege under the Texas Public Information or other applicable state or federal laws.

FOUNDATION acknowledges that researchers and collaborators may be required to complete specific security requirements such as fingerprinting and background checks in order to have access to criminal justice information and systems. The primary researcher shall ensure that all persons participating in the research on behalf of FOUNDATION will submit to necessary security requirements and execute any additional confidentiality Agreements as required in order to have access to Confidential Data.

3.2 Definition of Confidential Data

Any data provided to FOUNDATION by HPD is to be considered Confidential Data. Confidential Data encompasses all source documents, records, surveys, interviews, materials and data which may contain personal identifiers of individual victims, complainants, reportees, witnesses, officers, civilian employees, or persons whose names appear in records to which HPD allows FOUNDATION access.

3.3 Treatment of Confidential Data

The Parties commit to work together, in good faith, to provide FOUNDATION researchers with access to all records necessary to conduct the research project to the extent consistent with HPD's policies and statutory obligations. HPD reserves the right to establish the manner and procedures under which FOUNDATION researchers will be given access to Confidential Data.

FOUNDATION agrees to secure any Confidential Data received from HPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via the computer, remote terminal, or by any other electronic or non-electronic means.

HPD may monitor, audit, and review FOUNDATION's research activities and policies to ensure compliance with the requirements and conditions of this Agreement. If HPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of Confidential Data obtained under this

Agreement, take such action as deemed appropriate to protect the security and privacy of the Confidential Data, and refuse any future requests for information or records from FOUNDATION.

Upon completion of the research project referenced in this Agreement, FOUNDATION shall immediately return all Confidential Data in their possession or control, including any and all copies (whether electronic or non-electronic) to HPD. FOUNDATION shall certify in writing that all originals and copies of the material provided under this Agreement have been returned. FOUNDATION agrees that the names and other personal identifiers will be replaced with an alphanumeric or other appropriate code for the purposes of conducting the necessary project analyses. FOUNDATION may retain one copy of this de-identified data to enable researchers to defend their research findings.

3.4 Cooperation in Access to Confidential Data

The Parties acknowledge that without the data, FOUNDATION cannot conduct the scope of research proposed. Parties further acknowledge that HPD does not have unlimited resources to dedicate to this research, and the level of cooperation and provision of data will be subject to resource limitations and available data.

3.5 Cooperation in Resisting Disclosure of Confidential Data

The Parties further acknowledge and agree that they will cooperate to secure the confidentiality of all data that HPD, its officers or employees provide to FOUNDATION and its researchers. This includes but is not limited to:

- a) FOUNDATION will object to any attempt by a third party to obtain any of the provided data by HPD, including demands or requests made by way of subpoena or public record request. Further, FOUNDATION will give notice to HPD within 72 hours of any request for such data in order to allow HPD to assert any objections to production on its own behalf and to otherwise participate in any proceeding concerning the production of Confidential Data. FOUNDATION shall tender to and provide HPD with a reasonable opportunity to accept tender of the defense of the litigation in the event that litigation ensues as a result of FOUNDATION's assertion of an objection to the release of Confidential Data in compliance with this Agreement.
- b) The Parties further acknowledge and agree that the primary purpose of these provisions pertaining to Confidential Data is (1) for the protection and privacy of crime victims and/or complainants; (2) for the protection and privacy of HPD personnel; and (3) to protect the integrity of ongoing investigations. The informed consent FOUNDATION may receive from individuals participating in this research may restrict the release of personally identifiable information to any party, including HPD.
- c) Information which is identifiable to private persons that is provided by HPD to FOUNDATION will be received and held in confidence by FOUNDATION, except as required by law. FOUNDATION agrees to use reasonable effort to prevent its disclosure to third parties. This obligation will continue in effect for three (3) years after expiration or termination of the Agreement.

4. COOPERATION IN PROVISION OF ACCESS TO CONFIDENTIAL DATA

The Parties hereby commit to work together, in good faith, to provide FOUNDATION researchers confidential access to all records necessary to conduct the research described to the extent consistent with HPD's policies and statutory obligations. HPD will work with FOUNDATION to help facilitate the process in requesting voluntary, informed consent and waivers from individual officers regarding these individuals' personal data to allow for FOUNDATION researchers access to Confidential Data.

The parties further commit to work together, in good faith, to make officers available for research by way of survey, interview and examination. HPD shall advertise research study sessions to officers, shall facilitate FOUNDATION researcher communication with officers regarding study sessions and shall allow reasonable on-duty time for officers to participate in research study sessions. HPD shall instruct managers and supervisors within the department to assist in advertising the research study sessions to those they supervise.

5. PUBLICATION, PUBLICITY AND OWNERSHIP OF DATA

5.1 Publicity

Parties agree to treat this research and each other's participation in this research with discretion. Specifically, Parties agree that they will communicate with each other when a press inquiry is made with regard to the research described in this Agreement,

and shall, to the extent permissible, consult with one another before making statements to the press regarding the research. Neither Party will use the name, logo, official seal or other designation of the other Party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other Party.

5.2 Exclusive Authority over Publication and Publication Contents

FOUNDATION researchers shall be free to publish the results of their research in their exclusive discretion and as they see fit without approval of or interference by HPD or anyone associated with HPD. Prospective publications will be subject only to the confidentiality requests specified in this Agreement.

5.3 HPD Right to Advance Notice of Research Findings

Notwithstanding the foregoing, FOUNDATION researchers shall give HPD no less than 30 calendar days' notice prior to submitting any of their research findings for publication to allow HPD an opportunity to review and identify Confidential Data, and/or to provide other comment, with the understanding that FOUNDATION shall be under no obligation to incorporate any modifications other than agreed upon factual error corrections or elimination of Confidential Data. Such notice shall be in writing and may be in the form of the proposed publication itself or in the form of a written summary of the publication that shall, at a minimum, accurately describe the nature and substance of any conclusions reached by FOUNDATION researchers arising from research undertaken pursuant to this Agreement. Within 30 calendar days of receiving the notice required in this paragraph, HPD may request that any publication of this research in a scholarly journal mask the identity of HPD as the agency in which this research was conducted or the insertion into the report or publication a disclaimer that the analysis and conclusions in the report are solely the work product of FOUNDATION and do not represent the position or conclusions of HPD.

This written report or summary shall be deemed a confidential management report and will not be released by HPD to the public or the press within this 30-day review period without written authorization from both Parties. Proper acknowledgment will be made for the contributions of each Party to the research results being published.

5.4 Ownership of Research Data

HPD shall retain ownership of all data collected and provided by HPD in the course of the research undertaken pursuant to this Agreement. All source documents, records, surveys, interviews, materials and data which may contain personal identifiers of individual officers, civilian employees, or persons whose names appear in records to which HPD allows FOUNDATION access, shall remain in the sole and exclusive ownership, custody and control of HPD. FOUNDATION retains ownership of its compilation of de-identified data, internal reports, results, findings, other work product related to the research and shall retain all rights to publish scholarly works from such material subject only to the requirements of this Agreement and federal and state law regarding privacy and the treatment of Confidential Data.

6. NOTICES

Any notice, consent or correspondence shall be effective only in writing personally delivered with an executed acknowledgement of receipt or deposited in the US mail, certified, postage prepaid and addressed as follows:

Police Foundation:
Police Foundation
1201 Connecticut Ave.
Suite 200
Washington, DC 20036
Attention: Dr. Breanne Cave

Houston Police Department:
Houston Police Department
Office of Planning
1200 Travis, 10th Floor
Houston, Texas 77002
Attention: Dr. Diana Poor

7. INDEPENDENT CONTRACTOR

Neither FOUNDATION nor anyone employed by FOUNDATION will represent, act, or purport to act as, or be deemed to be an agent, representative, or employee of HPD. Neither will HPD nor anyone employed by HPD represent, act, or purport to act as, or be deemed to be, an agent, representative or employee of FOUNDATION. Neither Party has the authority to make any statement, representation, or commitment of any kind or to take any action binding upon the other Party without the other Party's prior written authorization.

APPROVED BY:

Police Foundation

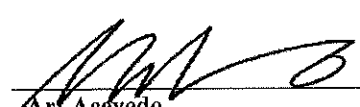


Jim Bueermann
President

10/1/18

Date

Houston Police Department

 9/19/18

Art Acevedo
Chief of Police

Date



Diana Poor, Ph.D.
Deputy Director, Office of Planning

9-4-18

Date