

DATA SHARING AGREEMENT**Center for Data Science and Public Policy**

This Data Sharing Agreement (the "Agreement") is entered into on March 01, 2016 by and between Knoxville Police Department (the "Participant") and the University of Chicago ("UChicago"), an Illinois not-for-profit corporation with offices located at 6030 South Ellis Ave, Chicago, IL 60637, each individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Participant wishes to offer a current problem or set of problems (the "Project") for the Participant to consider, as outlined in Exhibit A, Project Description, of this Agreement, and by contributing data and other information so that Program staff may endeavor to (through the development and use of analytical tools) offer solutions or suggestions to Participant's identified problem(s);

WHEREAS, both Parties believe and represent that the Program activities described in Exhibit A of this Agreement will be funded by UChicago for the term of this Agreement, and that the activities do not involve encryption or classified technology;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. THE PROJECT. During the term of this Agreement as set forth in section 3, Term, UChicago will use its reasonable efforts to perform the activities described in Exhibit A (the "Project"). UChicago may exercise its discretion and independent judgment as to the method and means of performing the Project.
2. PRINCIPAL CONTACTS.
 - (a) ~~UChicago's supervisor for the Project will be Lauren Haynes (the "Project Supervisor").~~ The Project Supervisor will assign the Program fellows and mentors that will perform the Project. UChicago shall give Participant written notice of any change to its supervisor.
 - (b) Participant's principal contact for the Project is Jonne Crick. Participant shall give UChicago written notice of any change to its principal contact.
3. TERM. This Agreement is effective for the period from March 1, 2016 through December 31, 2016, unless sooner terminated in accordance with section 8, Termination, of this Agreement. UChicago is not obligated to perform any work beyond the termination or expiration date of this Agreement.
4. EQUIPMENT.

- (a) Title to any equipment acquired or built by UChicago in order to perform the work under this Agreement vests with UChicago.
- (b) During the performance of the Project, Participant's employees, agents or contractors ("Personnel") may have the opportunity to use UChicago equipment. All such use of UChicago equipment must be under the guidance and oversight of the Project Supervisor or his/her designee. Any damage to UChicago equipment caused by Participant Personnel will be repaired or replaced by UChicago, and Participant shall, upon demand, reimburse UChicago for the actual cost of such repair or replacement.

5. PROJECT OUTCOMES.

- (a) UChicago will own all intellectual property created or generated in the course of performing the Project, including any software applications ("Software"), inventions (whether or not patentable) conceived, made, developed, or reduced to practice and all rights therein (collectively, "Developed IP"). Developed IP does not include data sets prepared or otherwise generated directly from Confidential Information provided by Participant hereunder, or any reports that are deliverables to Participant pursuant to the Project conveying research outcomes, suggestions and/or solutions pertaining to Participant's identified problem(s).
- (b) To the extent practicable, UChicago will try to release Software developed as analytical tools under the Project as open source software. In the event such Software cannot be made available as open source software, UChicago shall otherwise grant to Participant a non-exclusive, royalty-free license to use the Software for the purposes set forth in Exhibit A. Notwithstanding anything to the contrary, UChicago is not required to license or incorporate anything into Software that UChicago reasonably believes would infringe another party's intellectual property rights or that UChicago is not authorized to license.
- (c) It is also understood that UChicago retains the right to use for its own purposes any techniques to gather data, conduct research, or formulate solutions developed in the course of working on the Project, and, subject to its obligations under section 6, Confidentiality, UChicago reserves the right to use the results of any research conducted under this Agreement for its own teaching, research, and publication purposes.

6. CONFIDENTIALITY.

- (a) In performance of this Agreement the Parties may disclose to each other, either in writing or orally, information which the disclosing Party deems to be proprietary and/or confidential (hereinafter, "Confidential Information"). Confidential Information shall consist of (i) written information clearly marked as "proprietary" or "confidential" and (ii) oral information reduced to writing within thirty (30) days of oral disclosure and clearly marked as "proprietary" or "confidential." Confidential Information shall be maintained in confidence

during the term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, except to the extent that it is required to be disclosed by law, regulation or judicial or administrative process. Receiving Party shall use Confidential Information solely for the purposes of this Agreement. Each Party shall protect the other Party's Confidential Information from disclosure using at least the same degree of care as it uses to protect its own confidential information. The disclosure of Confidential Information to the receiving Party shall not of itself be construed as a grant of any right or license with respect to the information. In the event the receiving Party is required by law, regulation or judicial or administrative process to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party in writing, if permitted by law, prior to making any such disclosure in order to facilitate the disclosing Party's seeking of a protective order or other appropriate remedy from the appropriate body.

- (b) Confidential Information does not include information which receiving Party can demonstrate and document: (i) was in its knowledge or possession prior to receipt from disclosing Party; (ii) was public knowledge or becomes public knowledge through no fault of receiving Party; (iii) is or has been properly provided to receiving Party by an independent third party who has no obligation of confidentiality to disclosing Party; or (iv) is thereafter independently developed by receiving Party without reference to the information from disclosing Party.
- (c) UChicago retains the right to refuse to accept any such information that is not considered to be essential to the completion of the Project.
- (d) Upon termination or expiration of this Agreement, the receiving Party will return to the disclosing Party all tangible copies of Confidential Information of the disclosing Party in the receiving Party's possession or control and will erase from its computer systems all electronic copies thereof.
- (e) For the purposes of this Agreement, "Confidential Information" shall not include ~~any personal information made confidential pursuant to TENN. CODE ANN. § 10-7-504(f) and (g), and the parties agree that no such information shall be transmitted, transferred or otherwise made available pursuant to this agreement. In the event that information made confidential under TENN. CODE ANN. § 10-7-504(f) and (g) is inadvertently transferred to or accessed by UChicago, notice shall immediately be provided to Participant, and UChicago shall immediately cease all use of such information and return any and all copies of such information, including any electronically stored copies of such information, to Participant. UChicago shall use its best efforts to ensure that any such information is removed from any and all computer systems or storage media and securely deleted.~~

7. EXPORT CONTROLS. Both Parties are subject to applicable U.S. export laws and regulations. Participant shall identify any export controlled information or materials as such prior to providing such information or materials to UChicago. UChicago shall

have the right to limit or decline receipt of said export controlled information or materials.

8. TERMINATION. Either Party may terminate this Agreement at any time by giving the other Party not less than thirty (30) days prior written notice. UChicago may also terminate immediately if any of the reasons set forth in section 13, Force Majeure, prevent continuation of the Project. Termination or expiration of this Agreement will not affect either Party's rights and duties under sections 4, 5, 6, or 12 hereof.
9. NOTICES. Any notices given under this Agreement shall be in writing and delivered by certified or registered return receipt mail, postage prepaid, or by facsimile addressed to the Parties as follows:

For Participant:

For UChicago:

Name: DAVID RAUSCH
Title: CHIEF OF POLICE
Address: 800 HOWARD BAKER DR. AVE
KNOXVILLE, TN 37915

Rayid Ghani
Center Director
The University of Chicago
The Computation Institute
Searle Chemistry Laboratory
5735 S. Ellis Ave.
Chicago, IL 60637

Telephone: (865) 215-7229
Facsimile: (865) 215-7412

Telephone: _____
Facsimile: _____

10. PUBLICITY. Neither Party shall make reference to the other Party in a press release or any other written statement in connection with the Project and the Program without the other Party's prior consent, which consent shall not be unreasonably withheld, if it is intended for use in the news media. If there is no notice of disapproval within 48 hours after delivery to the other party for its review, the materials shall be deemed approved. Notwithstanding the foregoing, UChicago shall be permitted to use Participant's name in a list of Program participants, which may also include a brief description of the Project.
11. WARRANTIES. ANY RESEARCH OUTCOMES AND OTHER MATERIALS CREATED UNDER THIS AGREEMENT ARE PROVIDED "AS IS". UCHICAGO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR PRODUCTS OF WORK CREATED UNDER THIS AGREEMENT, INCLUDING THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR PRODUCT. Participant acknowledges that research and other work performed under the Project will be conducted by students and fellows and may not be subject to peer review or independent verification of results. Participant further acknowledges that UChicago will not guarantee any particular outcome or product.
12. LIABILITY.

- (a) To the extent permissible by the Tennessee Governmental Tort Liability Act, TENN. CODE ANN. § 29-20-101, *et seq.*, Participant agrees to hold harmless, indemnify and defend UChicago from all liabilities, demands, damages, expenses and losses arising out of the use or other disposition by Participant, or by any party acting on behalf or under the authorization of Participant, of any Project outcomes or deliverables or any items or materials derived from or related thereto.
- (b) UChicago shall not be liable for any direct, consequential, or other damages resulting from the use of any Project outcomes or deliverables or any items or materials derived from or related thereto.
13. **FORCE MAJEURE.** UChicago shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond UChicago's reasonable control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotion's, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.
14. **ASSIGNMENT.** Neither Party shall assign its rights or duties under this Agreement to another without the prior express written consent of the other Party.
15. **SEVERABILITY.** In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
16. **ENTIRE AGREEMENT.** This Agreement with its incorporated exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality.
17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois as adjudicated by a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

Knoxville Police Department

By: 

Name: DAVID B. RAUSCH

Title: CHIEF OF POLICE

University of Chicago

By: 

Name: MICHAEL R. LUDWIG

Title: Assoc. Vice President for Research Administration

Istvan Fekete
Assistant Director, Contracts Management
Acting on behalf of Michael R. Ludwig

Date: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

Overview

There exists a critical gap in knowledge for many police departments on the behaviors that may be most indicative of an officer that needs intervention, training, and counseling. Identifying these behaviors, and creating a systematic method of detecting them, opens new opportunities to develop targeted interventions for officers to prevent adverse interactions. Such a gap in knowledge has taken increased importance in light of recent events involving police departments across the country.

Project Description

The University of Chicago, is partnering with a number of police departments to develop a prototype Early Intervention System (EIS) that can flag officers at-risk of having an adverse interaction. By using advanced statistical and computational methods, UChicago will analyze officer characteristics and previous behavior patterns to build our knowledge as to what factors are most indicative of future adverse interactions. Using this information, UChicago will develop an EIS for police departments that can then flag officers early, so they may intervene with additional training or other resources which may mitigate the risk of adverse interactions in the future.

Data

For this project, the University of Chicago requests a number of datasets for which to study officer characteristics and behaviors. While by no means an exhaustive list, these include:

- Internal affairs data, including:
 - complaints
 - conduct / directive violations
 - compliments
 - disciplinary action
 - claims/lawsuits/appearances
 - etc.

- Officer activity data, including:
 - traffic stops
 - arrests (discretionary and non-discretionary)
 - pursuits
 - response/resistance/use of force information
 - citations written by officers
 - field interviews
 - raid and search
 - knock and talk activities
 - narratives
 - etc.
- Officer demographic information
- Officer training information
- Officer payroll information including
 - sick time
 - vacation time
 - overtime
 - compensation
 - etc.
- Dispatch data, including:
 - calls for service
 - officers assigned
 - clearance of the call
 - etc.

AMENDMENT TO DATA SHARING AGREEMENT FOR
THE DATA SCIENCE FOR SOCIAL GOOD SUMMER PROGRAM

This Amendment to the Data Sharing Agreement ("Amendment") is made effective as of December 1st, 2016 ("Amendment Effective Date") by and between the Knoxville Police Department ("Participant") and The University of Chicago ("UChicago").

WHEREAS, UChicago and Participant have entered into a Data Sharing Agreement dated as of March 14, 2016 (the "Agreement");

WHEREAS, UChicago and Participant wish to amend the Agreement to extend its term;

NOW, THEREFORE, in consideration of the foregoing and the mutual promise made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The Agreement expiration date shall be replaced and extended until December 31, 2017.
2. Except to the extent amended hereby, all of the definitions, terms, provisions and conditions set forth in the Agreement are hereby ratified and confirmed and shall remain in full force and effect.
3. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and, to the extent signed and delivered by means of a facsimile machine or pdf or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives effective as of the Amendment Effective Date set forth above.

THE UNIVERSITY OF CHICAGO

By: 

Name: MICHAEL R. LUDWIG

Title: ASSOC. VP. OF RESEARCH ADMIN.

Date: 12/13/16

KNOXVILLE POLICE DEPARTMENT

By: 

Name: DAVID B. RAUSCH

Title: CHIEF OF POLICE

Date: 013017