

DATE USAGE, ANALYSIS SERVICES & CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Data Usage, Analysis Services, and Confidential and Non-Disclosure Agreement (hereinafter referred to as the “Agreement”) is entered into this 15th day of April, 2026 by and between the City of Durham (hereinafter referred to as the “City”), a North Carolina municipal corporation, the Trustees of the University of Pennsylvania, a Pennsylvania not for profit corporation (hereinafter referred to as the “Research Provider”), and each individual researcher (hereinafter referred to as “Researcher(s)”) executing this Agreement, (hereinafter referred to collectively, “the Parties”).

WHEREAS, pursuant to the terms of this Agreement, the Research Provider and Researcher(s) shall assist the City with analyzing violent crime data with the hope and goal of developing a violent crime reduction strategy pursuant to the “Proposal for Gun Violence Problem Analysis and Strategy Development with Durham City and County Leadership” (“the Project”) dated February 25, 2026 and submitted by the Crime and Justice Policy Lab, a Researcher operated, staffed, and funded department.

WHEREAS, the Research Provider has provided similar services to the cities of Baltimore, Md., Bakersfield, Ca., Oakland, Ca., and San Francisco, Ca.

WHEREAS, the Research Provider and Researcher(s) acknowledge that the City generally requires a court order to allow anyone, other than the Durham County District Attorney’s Office or other law enforcement agencies, to have access to its investigators and their criminal investigative files, and the City hereby agrees to allow access pursuant to this Agreement relying on the expertise and reputation of the Research Provider and pursuant to the terms and limitations set out in this Agreement.

WHEREAS, the Researcher(s) is asked to execute this agreement for the limited purpose of being bound by the terms and limitations regarding confidentiality and non-disclosure.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

1. Purpose:

The purpose of this Project is to complete the scope of work set out in the above referenced Proposal, which is incorporated herein by reference.

Because this project involves applied research working directly with the City, including the Durham Police Department, it has the potential to impact the city’s resource allocation decisions, which may have significant impacts on residents. By improving understanding of incident characteristics, motives, and group dynamics associated with shootings and homicides, the project may support efforts to improve the effectiveness of interventions for those at the very highest risk and strengthen public safety responses to serious violence.

Data from the City will be central to this project, and the primary goal is to produce a

localized violence problem analysis rather than evaluate a specific intervention or prescribe a standardized model. Still, the resulting analysis may provide insight for other jurisdictions seeking to better understand and respond to drivers of serious gun violence in their communities.

2. Data Usage and Research Services

The Research Provider and Researcher(s) shall have access to Confidential Information, as defined in Section 6 below, solely for use in such manner as detailed in Sections 5 below. The Research Provider and Researcher(s) shall NOT be permitted access to Confidential Information until each has executed this Agreement, which shall be kept on file by the City. The Research Provider and Researcher(s) agree to abide by all regulatory and statutory restrictions relative to its access of the information described above. Data accessed by the Research Provider and Researcher(s) will include homicide and shooting data from 2021-2026, reasonable access to Durham Police Department Investigators, as workload allows, access to investigatory files, and access to publicly available criminal history data for involved victims and suspects.

The Research Provider and Researcher(s) will provide the follow data analysis services: (1) conduct interviews with case investigators to determine incident motive and group/gang involvement; (2) facilitate focus groups with law enforcement personnel to gain a more in-depth understanding of local group/gang dynamics; and (3) develop a violence problem analysis report to help local city and community-based partners understand the current drivers of violence in Durham and implement responsive, data-driven interventions ("Services").

3. Payment

The City shall pay the Research provider for the Services as follows:

\$50,000 upon execution of this agreement.

\$50,000 upon receipt of the final deliverable outlined in the scope of work.

The total dollar amount to be paid under this contract by the City to the Research Provider shall not exceed \$100,000. Unless otherwise authorized in a properly executed written amendment to this Agreement, the City shall not be obligated to pay the Research Provider or Researcher(s) any payments, fees, expenses, or compensation other than those authorized by this Section.

The Research Provider shall send invoices to the City for the amounts to be paid pursuant to this contract. Each invoice shall clearly show the project name, the City's project/accounting number. Within thirty days after the City receives an invoice, the City shall send the Research Provider a check or electronic funds transfer in payment for all undisputed amounts contained in the invoice.

4. Duration and Termination

This Agreement is effective upon the date the last party signs below. This Agreement shall remain in effect for one (1) year from the effective date and may be terminated by either party upon fourteen (14) days written notice to the other party. This Agreement may also be extended for an additional year upon written agreement of Parties.

The termination of this Agreement or any change in its terms shall not relieve the Research Provider and Researcher(s) of any obligations of non-use or non-disclosure hereunder or the obligations to return or destroy all Confidential Information, as outlined below.

5. Data Storage and Security

The Research Provider and Researcher(s) shall appropriately secure the Confidential Information using safeguards providing at least the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information Systems. The Research Provider and Researcher(s) shall also comply with applicable Health and Human Services Agency (HHS) policies on information security, including HHS-Office of the Chief Information Officer Policy for Information Systems Security and Privacy and other policies referenced therein. For purposes of this Agreement, appropriate security measures include but are not limited to:

- a) Limited access to data only by Researcher(s) who has executed this Agreement;
- b) Encryption of data or password protection when data is not in use;
- c) Storage of data in secured settings. Note that data may not be stored on a laptop computer or external drive unless the data is appropriately encrypted; and
- d) Study and review of criminal investigative files in person at the Durham Police Department without copying, or otherwise photographing, recording, or capturing any documents or evidence contained in the criminal investigatory files

6. Confidential Information

Whereas the Research Provider and Researcher(s) will have access to information that is deemed confidential and privileged, and which might contain information relating to an individual's criminal record and investigatory details, the disclosure of which would be prejudicial to enforcement of a specific case, the Parties agree as follows:

- a) As used through this Agreement, the term Confidential Information means information that is not a public record as defined by Chapter 132 of the North Carolina General Statutes, information that is protected from disclosure by any other state or federal law, including but not limited to North Carolina General Statute § 160A-168 (Privacy of Employee Personnel Records) and the Omnibus Crime Control and Safe Streets Act of 1968, as amended from time to time and its implementing regulations including 28 C.F.R. § 20.1, et seq., information that is not made public by the City, information that is contained within an investigatory file, information that is not generally known to third parties, and information that is designated as confidential by the City, including, for example, incident and criminal record information that includes personal identifiers. All information disclosed to the Research Provider and Researcher(s), or to which the Research Provider obtains access, pursuant to this Agreement, shall be presumed to be Confidential Information.
- b) The Parties understand that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the City. Accordingly, the Research Provider and Researcher(s) agree:

- i. Not to disclose Confidential Information to any party outside of the identified "Research Team."
 - ii. Not to use any of the Confidential Information for any purpose other than for the specific research purposes covered by this Agreement.
 - iii. To maintain all the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person without the prior and explicit written consent of the City.
 - iv. That any use of the Confidential Information for reasons not outlined by this Agreement will result in the immediate termination of this Agreement and surrender of all information, confidential or otherwise, received by the Research Provider and Researcher(s).
 - v. That, upon termination of this Agreement or upon the City's request, all records, compositions, articles, documents and other items which contain, disclose, and/or embody any Confidential Information (including but not limited to all copies, reproductions, summaries and notes of the contents thereof), shall be returned to the City, and the City of Durham's Chief of Police will certify that the provisions of this paragraph have been complied with. In lieu of returning the records the Research Provider and Researches shall destroy the records within 10 days of termination. The Research Provider will provide a certification of destruction of records Durham's Chief of Police.
- c) As required under the North Carolina Public Records Act, the Research Provider and Researcher(s) shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information and Confidential Information disclosed to the Research Provider and Researcher(s) by the City which are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure, or destruction.
- d) The parties agree that the obligations and/or restrictions pursuant to this Subsection 6(b) shall not apply to information which:
 - i. Is or becomes part of the public domain through no act or omission of the Research Provider or Researcher(s); or
 - ii. The City authorizes, in writing, for release; or
 - iii. The Research Provider or Researcher(s) obtains from a source other than the City.
- e) In the event that the Research Provider or Researcher(s) receives a request to disclose all or any of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the Research Provider and Researcher(s) agrees to immediately notify, except to the extent legally prohibited, the Attorney for the Durham Police Department of the existence, terms, and circumstances surrounding each request, so that the City may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement prior to production of the requested Confidential Information. The Research Provider and Researcher(s) understand that, except as otherwise legally required, it may not

disclose any of the Confidential Information requested in the subpoena or order until such time as the City seeks a protective order or until the City provides the Research Provider and Researcher(s) with a written release for the Confidential Information.

7. License

The Parties hereby acknowledge that the information provided is the property of the City and the disclosure of such information to the Research Provider and Researcher(s) does not convey any right, title or license in the Confidential Information to the Research Provider or Researcher(s). Additionally, the Research Provider and Researcher(s) agree that it shall not appropriate the Confidential Information for its own use or the use of any third party except to the extent otherwise authorized in writing by the City.

8. Exhibits. The following exhibits are made a part of this contract:

Exhibit A – Proposal for Gun Violence Problem Analysis and Strategy Development with Durham, containing 6 pages.

Except in the case of exhibits containing required federal clauses, if there is conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

9. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Research Provider and Researchers shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

10. Performance of Services by City. If this contract requires the Services be completed according to a schedule, and the Research Provider fails to perform the Services in accordance with the required schedule, the City may, in its discretion, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Research Provider notice of its intention.

11. Liability

a) The Research Provider agrees to be solely responsible for any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever, to the extent arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct arising out of, or related to, the performance of this Agreement, including the use or alleged or actual misuse of Confidential Information, by the Research Provider, Researcher(s), and their respective employees or students.

b) [Reserved]..

- c) [Reserved].
- d) The provisions of this Section shall survive the expiration or termination of this Agreement.

12. Results and Reports

- a) The Parties desire to have a coordinated communication strategy about the Services. The Research Provider will furnish the City with a copy of any proposed presentation at least thirty (30) days before formal submission of such proposed presentation of the results of the Services to allow the City to review such materials to identify any potential disclosure of Confidential Information. If the City requires additional time for review, the presentation will be delayed an additional thirty (30) days. No employee or agent of the City shall be identified in the Report without the express written consent of such person. Following receipt of the City's written request within the applicable review period, the Research Provider will remove any Confidential Information as identified by the City. Until such time that the City has completed its review of the presentation, the Research Provider will not otherwise release the results of these services. Once accepted by the City, the Research Provider's presentation will then be a public record.
- b) Prior to any use of City's name, logo, or branding in any advertising or publicity not including publication in academic journals, the Research Provider shall obtain prior written approval from the City, such approval not to be unreasonably withheld.
- c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement. The Research Provider and Researcher(s) have the right, consistent with scientific standards, to publish, present, or use the study results it has gained in the course of the research under this Agreement.

13. Choice of Law and Forum; Severability

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision, or portion thereof, is deemed by a court of competent jurisdiction to be prohibited or invalid under applicable law, such provision or portion thereof shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The exclusive forum and venue for all legal actions arising out of this contract shall be the North Carolina General Court of Justice in Durham County. Such actions shall neither be commenced in nor removed to federal court.

14. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify

the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Department of Community Safety
101 City Hall Plaza
Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be

acceptable to the City of Durham's Risk Manager

15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
17. Assignment. Successors and Assigns. Without the City's written consent, the Research Provider nor Researchers shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Research Provider, Researchers and all assignees shall be subject to all the City's defenses and shall be liable for all of the Research Provider or Researchers' duties that arise out of this contract and all the City's claims that arise out of this contract. Without granting the Research Provider or Researchers the right to assign, it is agreed that the duties of the Research Provider or Researchers that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.
18. Notices
Any notices delivered hereunder relating to this Agreement shall be sent by first class mail, facsimile, email, recognized courier or overnight delivery service, addressed as follows:

To the City: Ryan Smith
Director, Community Safety Department
516 Rigsbee Ave.
Durham, NC 27707
919-433-6196/ryan.smith@durhamnc.gov

With courtesy copies to:

Anthony J. Baker
Senior Assistant City Attorney – Police Attorney
602 E. Main Street
Durham, NC 27701
336-403-4967/tony.baker@durhamnc.gov

To Research Provider:

The Trustees of the University of Pennsylvania
Office of Research Services
3451 Walnut Street, Floor 5
Philadelphia, PA 19104-6205
Attn: Associate Director (PD# 10110719)
orscontracts@pobox.upenn.edu
215-898-7293

With courtesy copies to:

Dr. Anthony A. Braga Director
Crime and Justice Policy Lab
University of Pennsylvania
558 McNeil Building
3718 Locust Walk
Philadelphia, PA 19104
(215) 573-9097

19. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.
20. City Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this Agreement or the Services under this Agreement, that power may be exercised by the City Manager or a deputy City Manager without City Council action.

In Witness Whereof, the parties acknowledge their agreement to the foregoing as of the date first set forth above by execution of the Agreement.

ATTEST:

CITY OF DURHAM

Attest:

Diana Lynn Schreiber
Diana Lynn Schreiber
City Clerk - Durham, NC



This instrument has been pre-audited in the manner required by the
Local Government Budget and Fiscal Control Act.

Shirley Hunter

Finance Officer - Shirley Hunter

By:

W. Bowman Ferguson

W. Bowman Ferguson
City Manager
City of Durham, North Carolina

preaudit certificate, if applicable

RESEARCH PROVIDER

By: [Signature] (SEAL)

Name: Quinn Casey on behalf of the Trustees of the University of Pennsylvania
Title: Associate Director, ORS Contracts

Commonwealth of Pennsylvania Acknowledgment by Corporation
County of Philadelphia
(Type or print state and county where notarial act was performed)

I, Carmen Rowe (Type or print name of notary public),
a notary public, certify that Quinn Casey personally appeared before me this day and stated that
he is an authorized signatory of the Trustees of the University of Pennsylvania, a corporation,
and that by authority duly given and as the act of the corporation, he or she signed, under seal,
the foregoing contract or agreement with the City of Durham. This the 5th day of

April, 2026.

My commission expires: April 03, 2027

Carmen Rowe Notary Public

State of: Pennsylvania
County of: Philadelphia

The foregoing document was acknowledged
before me 5 day of 2026 April
by:

Carmen Rowe

Carmen Rowe, Notary Public
My Commission Expires 04/03/2027

Signed by:

Anthony Braga

A335B5E5C28F46B

4/15/2026

Researcher

Date

Researcher

Date