

MEMORANDUM OF UNDERSTANDING
OPERATION UNDERGROUND RAILROAD, INC.
AND
COLLIN COUNTY SHERIFF'S OFFICE

WHEREAS – Collin County Sheriff's Office and Operation Underground Railroad, Inc. (O.U.R.) (collectively "Parties" and each individually a "Party") have mutual goals and have come together to collaborate on strategies, investigations, and technical assistance to rescue children and others from human trafficking in [Location].

WHEREAS O.U.R. is a 501(c)(3) not-for-profit organization with the mission of rescuing children from slavery and delivering them to safe havens that offer freedom and rehabilitation. O.U.R. uses technology and human intelligence to send its rescue teams to areas of the world to help local law enforcement liberate enslaved children and dismantle criminal networks.

WHEREAS the Parties agree to work collaboratively pursuant to the terms of this Memorandum of Understanding ("MOU") which sets forth the roles and responsibilities of each Party.

1. **Disclosure of Outcome and Use of Funding.** O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators and to identify, rescue and heal those who have fallen prey to human trafficking. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. The receiving party's agreement to receive this support will also entail providing O.U.R. with (i) basic statistics related to survivors helped, suspects arrested and victims identified or (ii) impact statements detailing how the donation has improved or impacted your work to fight exploitation and aid survivors. O.U.R. will utilize any reports to show donors how their donations resulted in positive outcomes for victims of human trafficking/child exploitation. Information provided by the receiving party will not be released without the receiving party's written consent.

2. **Financial Records.** The receiving party shall keep or cause to be kept such records as are required to determine, in a manner consistent with generally accepted accounting principles in the United States, how the funds paid to the receiving party under the MOU were spent. At the request and at the expense of O.U.R., the receiving party will permit an independent certified public accountant or comparable appointed by O.U.R. and reasonably acceptable to the receiving party, at reasonable times, but not more than once a quarter, and upon reasonable notice, to examine only those records as may be necessary to determine the use of funds provided by O.U.R. under this MOU.

3. **Confidential Information.** In connection with the above services, the parties may exchange certain confidential information with each other. The term "Confidential Information" shall mean the any ideas, strategies, contacts, programs, materials, concepts, know-how, data, documentation, processes, books, logs, records, reports, etc. which may be furnished or disclosed to the receiving Party by, or acquired by the receiving Party directly or indirectly from the disclosing Party, including as a result of any verbal disclosure, written disclosure, electronic disclosure or inspection of any facility of a Party and which the disclosing Party identifies as confidential at the time of disclosure. For purposes of this MOU, Confidential Information shall not include, and the obligations herein shall not apply to, information that: (a) was legally in the public domain prior to the time of disclosure to the receiving Party, (b) is now or subsequently becomes generally available to the public through no fault of receiving Party; (c) receiving Party can demonstrate was rightfully in its possession prior to disclosure to receiving Party by the disclosing Party; (d) receiving Party rightfully obtains from a third party who has the right, without obligation to disclosing Party, to transfer or disclose such information; or (e) is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed by the receiving Party.

4. **Use of Confidential Information.** Except as otherwise specifically set forth herein, the receiving Party agrees not to use any Confidential Information except as authorized in writing by the disclosing Party.

5. **Ownership of Confidential Information.** The receiving Party acknowledges that the Confidential Information is and shall continue to be the exclusive property of the disclosing Party, whether or not disclosed or entrusted to the receiving Party pursuant to this MOU. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of receiving Party shall be and remain the property of disclosing Party and shall be promptly returned to disclosing Party upon disclosing Party's request.

6. **Amendment.** No provisions of this MOU may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by both parties.

7. **Independent Contractors.** The relationship of the parties established by this MOU is that of independent contractors, and nothing contained in this MOU shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

8. **Nonexclusive Relationship.** The relationship of the Parties is nonexclusive. The Parties are free to engage in relationships relating to the purpose of this M.O.U. or otherwise with other private, public, for-profit, or not-for-profit entities.

9. **Compliance with Applicable Law; Governing Law; Venue.** Each Party will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities

bearing on performance of services described herein. This MOU and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of law. Each of the parties to this MOU consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of Salt Lake County, Utah.

10. **No disparagement.** The parties agree to treat each other respectfully and professionally and not disparage the other Party, the other Party's officers, directors, employees, shareholders, and agents, in any manner that is likely to be harmful to them or their operations, reputation or personal reputation provided that either Party will respond accurately and fully to any question, inquiry or request for information when required by the legal process.

11. **Termination.** Either Party may terminate this MOU upon seven (7) days' written notice with or without cause. The following provisions shall survive any expiration or termination of this MOU: Sections 1 through 5, 9, 10 and 12.

12. **Entire Agreement.** This MOU constitutes the complete, final, and exclusive embodiment of the entire agreement between the parties regarding this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations.

13. **Counterparts.** This MOU may be executed in counterparts and in any format, including facsimile versions or electronically delivered versions thereof, each of which will be deemed to be an original and shall fully bind each Party who has executed it, but all such counterparts together shall constitute one and the same agreement.

14. **K9 Agreement.** The receiving LEA shall not deviate from the training and certification methods illustrated, taught, received, and mandated by staff at Jordan Detection K9 in Indiana, U.S.A. Any deviation from these trained and certified methods will result in the loss of K9 sponsorship and support from O.U.R. In addition, the ESD K9 handler and ESD K9 will be deemed uncertified by both Jordan Detection K9 as well as O.U.R.

Agency Details -

Designated LEA Point of Contact for Reporting: Asst. Chief Jeff Price

Phone number: 972-547-5180

Email: jprice@co.collin.tx.us

Designated LEA Media Representative: Sgt. Jessica Pond

Phone number: 972-547-5100

Email: jlpond@co.collin.tx.us

Agency W9: Please attach

NOW THEREFORE, the Parties agree as follows:

The following donations, or forms thereof, will be provided to, Collin County Sheriff's Office, the Receiving Agency.

O.U.R. Contributions -

1. Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9.
2. Travel to/from participating agency, lodging, and if needed, rental vehicle for the two-week initial certification course. (Wages and per-diem are the responsibility of the LEA)
2. OUR approved ESD K9 gear and equipment for initial certification. Includes supplies needed for the initial certification phase of the dog (Leash, utility type strap/vest, chew toys, bowls only)
3. Annual recertification fees for the ESD K9 only. (Travel, hotel, per diem, rental vehicle, etc. are not included for annual ESD recerts and are the responsibility of the LEA)

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of

Collin County Sheriff's Office

Operation Underground Railroad, Inc.

By _____

By _____

Its: _____

Its: _____

Date: _____

Date: _____