

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
COMMUNITY AGENCY
AND
UNIVERSITY OF HAWAII AT MANOA
OFFICE OF PUBLIC HEALTH STUDIES

For the establishment of a Research Partnership

This Agreement is entered into as of November 1, 2007 by and between {Community Agency}, hereinafter referred to as CA, and the University of Hawai'i at Manoa, Office of Public Health Studies, hereinafter referred to as UHOPHS.

CA, a nonprofit community health center, located at {community agency address} and the UHOPHS, located at 1960 East West Road, Biomedical Building, Honolulu, Hawaii 96822, agree to the following in the development of a Research Partnership:

Whereas both CA and UHOPHS share a mutual vision for research collaboration and confirm the need to involve community members in the design, implementation, analysis, evaluation, reporting, and dissemination of research that benefits the Waianae community and beyond;

Whereas both CA and UHOPHS share a common concern for the continued improvement of the health conditions of the residents in West Oahu;

Whereas both CA and UHOPHS agree to an equitable allocation of resources;

Whereas both CA and UHOPHS support a common approach to community-based research;

Whereas both CA and UHOPHS agree that the community owns community-based data;

Whereas both CA and UHOPHS agree that the issues mentioned above are sensitive and important, they will be discussed on a proposal-to proposal basis.

Now therefore, CA and UHOPHS agree as follow:

1. Scope of Agreement.

- a. Pursue collaborative funding to develop and sustain a community-based research infrastructure.
- b. Pursue collaborative research funding in these priority areas:
 - Chronic disease management,
 - Behavioral health,
 - Alternative healing practices,
 - Enabling services,
 - Maternal/child health issues, and
 - Cultural competence.
- c. Pursue development of site and staff to mentor research practicum students.
- d. Pursue shared staff and space.
- e. Appointed a liaison from UHOPHS to attend CA Institutional Review Board (IRB) meetings.
- f. Share the CA research policies and procedures with the UHOPHS including:
 - Request to Conduct Research Form

For HDSLCL distribution only

- Data Request Form
 - Waiver of Authorization
 - Data Use Agreement
- g. Exchange staff/faculty expertise in the areas of:
- Research
 - Culture/ethnic groups
 - Public Health
- h. Advertise research assistant positions (for graduate students) through the UHOPHS student list serve.
2. Time of Performance. This Agreement shall be effective commencing November 1, 2007. The Agreement is to be reviewed and updated as needed.
 3. Assignment. This Agreement is personal to each of the parties, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining written consent of the other party.
 4. Amendment. No amendment or addition to this Agreement shall be binding unless it is in writing and signed by both parties, except as herein otherwise provided.
 5. Governance. This Agreement shall be governed in all respects, whether as to validity, construction capacity, performance or otherwise, by the laws of the State of Hawaii.
 6. Confidentiality. All material, data and other information prepared by UHOPHS and/or CA will be kept confidential and with accordance of UHOPHS's IRS and CA's research policies, procedures, and regulations.
 7. Severity. It is mutually understood and agreed that all of the terms, covenants, provisions, and agreements contained herein are severable and that, in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid term, covenant, provision, or agreement were not contained herein.
 8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous contracts or agreements, whether written or oral, with respect to the subject matter hereof.

In witness whereof, UHOPHS and CA have executed this Memorandum of Understanding on the ___ day of _____ 200__.

UHOPHS

CA

By: _____
 Jay Maddock, PhD
 Chief Executive Officer

By: _____
 Director of UHOPHS

 Date

 Date