COMMUNITY GUIDELINES FOR ENGAGING WITH RESEARCHERS AND EVALUATORS

A Toolkit for Community Agencies, Organizations and Coalitions

IMPORTANT NOTE: This document represents a work in progress. Please forward any commentary or suggestions to Lori Bakken (lbakken@wisc.edu) and Evelyn Cruz (evelyn@micentro.org).
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About the Authors

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**Lori Bakken** is a Professor in the Civil Society and Community Studies department and Evaluation Specialist for the Division of Extension at the University of Wisconsin-Madison. Since joining the University’s faculty in 2002, she has continually advocated for equality and equity among women and people of color through her research, evaluation studies and leadership roles. She will retire from the University in 2021 and move to Colorado where she plans to continue her efforts through volunteering.

History and Evolution of these Guidelines

These guidelines evolved from a conversation between Evelyn and Lori in spring 2019, after being introduced by one of Lori’s students who worked at Centro Hispano. Their conversation was casual and provided an opportunity to share mutual interests both professionally and personally. Little did they know that their conversation would result in these guidelines, a community-university partnership, and a friendship that will be shared for many years to come. That day, Lori asked Evelyn about what she could do to contribute to Evelyn’s efforts at Centro. Evelyn described a set of guidelines that could be given to researchers who seek partnerships with Centro so that researchers might understand the limitations and tremendous implications of their requests. Thinking that such guidelines existed, Lori returned to her office to identify a set of guidelines that could be sent to Evelyn. What she found were guidelines for researchers but few that were specifically designed for use by community organizations and agencies when approached by researchers who wanted to partner. And so these guidelines were born. According to Evelyn, Lori was the first person to act on this request.

Although these guidelines are framed in terms of community-researcher partnerships, they also apply to community organizations and agencies who are approached by evaluators. When it comes to community-engaged research and evaluation, their differences are subtle and often not distinguishable. Research, however, is highly regulated by federal guidelines. Evaluation, on the other hand, is guided only by professional standards of ethical practice and are often exempt from federal oversight. Because we believe that ethical conduct is of the highest priority when conducting a research or evaluation study involving community partners, we endorse standards that equally apply to both. Therefore, ethical standards are embodied by these guidelines and we do not discern between research and evaluation in this document. When we use the term “research” or “researchers”, we also refer to “evaluation” and “evaluators.”
Introduction

Community organizations (e.g. nonprofits and service providers), especially those involving marginalized members of U.S. society, are being approached more frequently by researchers and evaluators who would like to conduct studies with them. However, many well-intentioned researchers do not understand the implications of their requests and fail to realize the burden or potential harm that can be done by doing research in communities for which they lack a thorough understanding of appropriate strategies and methods for community-engaged research.

The purpose of these guidelines is to provide assistance to community organizations for assessing researchers, evaluators and research proposals involving your community. When referring to research and researchers we do not differentiate from evaluation or evaluators. Therefore, this document provides information about what to expect from your interactions with researchers/evaluators, what qualifications researchers/evaluators should have for conducting the research/evaluation, how the research/evaluation should be conducted to be respectful of your community and culture, and how to build and maintain a productive and effective relationship. We also provide a list of resources and tools that are useful when working through the research process.

These guidelines begin with a brief description of the engaged research process, followed by a list of twenty-four principles to guide your interactions with a researcher or research team. These principles, organized into four major categories, provide guidance for your interactions with researchers before you, an organization in your community, or community members begin a research partnership. They can be used to evaluate a researcher or research proposal or they can be discussed one-by-one with a researcher when you or the researcher ask to collaborate on a project. The end of this document contains a list of resources, followed by an appendix with documents that can assist you in your interactions with researchers and evaluators. These documents include a Glossary of Terms, an example of a Memo of Understanding, a Checklist of the Guiding Principles, a Researcher’s Pledge, and a Confidentiality Form.

Community-engaged Research

What is community-engaged research? In general, community-engaged research is any research or evaluation that is done in partnership or collaboration with a researcher/evaluator and a community. You may hear it commonly referred to by several names including action research, community-based research, participatory research/evaluation, or a combination of those terms. What distinguishes it from other approaches to research is that the research is done WITH
community partners and not ON community members. This means that a researcher centers the community in their work and to the extent possible, engages with the community partner throughout the entire research process so that decisions are made jointly and on behalf of the community (Figure 1). For the purpose of this document, the terms “research” and “researcher” are used to represent both research and evaluation.

Community-engaged research is also characterized by its orientation toward learning, capacity building efforts, values that acknowledge and respect multiple forms of knowledge and expertise, and emphasis on equity and social justice. These characteristics are reflected by researchers who seek wisdom in the community, advocate collective action, develop the skills of community members to conduct research or evaluation, see themselves as learners and community advocates in the research process (and beyond), put community needs ahead of their own, and work to enhance the betterment of the community overall.

Not all researchers conduct research in this way nor do they embrace the values of community-engaged research. Therefore, the following principles were developed to guide your interactions with researchers through the research process (Figure 1) and ensure a researcher’s respectful engagement with members of your community.

The Guiding Principles

The Guiding Principles for Community-Engaged Research were developed by a leader of a community-based nonprofit organization and a researcher and evaluator at a leading research university, each with over 20 years of experience in their professions. These twenty-four principles were written to (1) provide guidance, (2) be useful, (3) inspire, (4) support ongoing development and adaptation, and (5) be evaluable (Patton, 2017). They have been reviewed by 20 racially and ethnically diverse people representing nonprofit leaders, research/evaluation funders, community-engaged researchers, community members and others who advocate or conduct this type of research. As you use this document in your community setting and add to it or revise the guidelines to meet your needs, please share these changes with the authors so they can be utilized by other communities that may find them helpful in their interactions with researchers.

The Guiding Principles are organized into four major themes or categories that are essential for a successful research partnership. These five categories are:

- Building, maintaining, and sustaining relationships
- Working together effectively
- Acknowledging and reducing power imbalances
- Engaging with the research process and methods
A. Building, Maintaining, and Sustaining Relationships

1. You have the power to decide whether or not to support a study in your community. You may decide to partner if after reviewing the request, you feel that the scope of the request aligns or supports your work. Alternatively, you may feel tired and believe that your community has been sufficiently studied by well-meaning researchers. You might also prefer to lead and conduct your own research in ways that are more timely or appropriate to the community’s needs.

2. Be sure that the researcher understands that you are doing research together to serve the community’s needs. Communications with the researcher should be reciprocally exchanged, frequent, and transparent.

3. Expect researchers to work on cultivating and sustaining trustful relationships with community members by actively engaging with the community and participating in community events (e.g. participating in activities and events hosted in the community and sharing meals with community partners). Trusting relationships are absolutely essential to a research project’s completion and success.

4. Speak with the researcher about if and how they will build and sustain their relationship with your organization or community before, during, and following the research project in ways that are mutually beneficial. This step is key to building and maintaining trust, transparency, and integrity between the researcher and community partners.

5. You are not expected to educate researchers about your community and culture. Researchers should seek learning and culturally-embedded experiences about your community on their own. Ask them about their experiences and previous history working with your community or related/similar communities. If a researcher lacks this background, ask them how they plan to learn about your community and culture.

B. Working Together Effectively

1. The researcher(s) should understand that you will be working together to create, not impart, knowledge in the research process. In other words, researchers and community members work collaboratively to learn from the research and benefit the community.

2. Make explicit and negotiate everyone’s role and responsibilities in the project. This can be done by creating a memo of understanding (MOU) that clearly describes each partner’s expectations. The appendices contain an example of an MOU that can be used for this purpose.

3. Clearly convey to the researcher that the research must benefit the community. Have a discussion with the researcher about how the research will benefit the community.
4. If the project is funded by a grant, be certain that researchers explain all the funder’s expectations and who will be recipients of information (and in what forms) coming from the research.

5. To the extent possible, research budgets should include funds for monetary or other types of incentives and reimbursements for community members involved in research. Negotiate with the researcher on compensation you see as culturally appropriate and equitable. Compensation should be consistent with that expected by the dominant culture.

6. Support researchers by enlisting the help of community members and champions to facilitate contacts, buy-in, support and involvement in the project.

C. Acknowledging and Reducing Power Imbalances

1. Expect researchers to conduct a thorough context or situation analysis to demonstrate that they genuinely care about the community’s perspectives and ideas for the project and would like your input and involvement in the project’s design, implementation, reporting and dissemination (see Hernández, Nguyen, Casanova, Suárez-Orozco, & Saetermoe, 2013).

2. Obtain and maintain a mutual understanding that both community members and researchers will continually reflect on who has power and privilege in the relationship, as well as that of others, and in the research process.

3. Be sure that researchers are explicit about their own power and privilege and how that may blind them to the community’s needs, perspectives and goals. Researchers should constantly be aware of their own power and privilege in the research and how it affects the community.

4. Researchers should be working to build the capacity of individuals and the community in ways that reduce the influence of dominant cultures. This can be done by prioritizing your needs and valuing the expertise of your organization and community through inclusive practices and strategies. Researchers of color may find that is not always easy to make sense of their institutional power in academia and their role as a community member.

D. Engaging in the Research Process and Methods

1. Expect researchers to conduct the research in an ethical and to the extent possible, transparent manner. Researchers and evaluators are expected to comply with professional standards, ethical guidelines, and government requirements for conducting research with humans which may conflict with your community’s ethical standards and cultural norms. Be certain that ethics are discussed and understood before the research begins.

2. Researchers should engage the time, talent, expertise, and skills of community members without overburdening them. Community members should decide if and how they are willing to participate in a research project.
3. Engaged research takes time and happens in small steps because it is relationship-dependent process. Often, various aspects of the research will need to be negotiated and discussed throughout this process, so researchers should have good communication and negotiation skills and be adaptive to changes needed to the research as it evolves. Expect to engage in ongoing conversations and negotiations with your research partner.

4. Be certain that study methods and materials are culturally-relevant and communicated in a manner consistent with the cultural norms and practices of your community. Materials should be developed for your community or adapted from a similar cultural lens. Translated materials should convey accurate and culturally-relevant meaning.

5. Researchers and research sponsors who value participatory or engaged research—and, in particular, community-based participatory research—must understand that some forms of research to which they are accustomed may not be the research method of choice for your community (e.g. Indigenous communities) (Cochran et al., 2008, p. 26). Be sure to ask for additional information about methods until you are comfortable that the methods are appropriate for your community.

6. Researchers should inform you about any conclusion that would be unfavorable or potentially put your community or agency in a less than favorable light. If you disagree with the conclusions, discuss ways to mitigate the situation, such as a published statement about your opposition or position.

7. You should be able to preview and edit any publicity about the research which should accurately acknowledge your contributions to the work as an equal partner.

8. Determine in advance how and what data will be shared and owned by the community and the researcher. Include discussions about how findings will be published, credited and disseminated. You should be clearly aware of what is being said about your organization or community in publications. Encourage the involvement of community members in the reporting and dissemination of the research as they are comfortable and willing. In the case where there is disagreement between you and the researcher about a conclusion, be sure that the researcher notes the community’s position or opposition in all published materials.

9. Discuss with researchers how participant identities and the authenticity of their experiences will be protected. See Hernández, Nguyen, Casanova, Suárez-Orozco, & Saetermoe (2013) for recommendations on how to protect the identities of undocumented immigrants.
Reading List


Fakequity [Blog]. https://fakequity.com/


Mariella, Patricia; Brown, Eddie; Carter, Michael; and Verri, Vanessa (2009) "Tribally-Driven Participatory Research: State of the practice and potential strategies for the


Contributors

We extend a special thank you to those who reviewed and contributed feedback to this set of guidelines. Thank you for your time and thoughtful comments. These guidelines have been significantly enhanced and improved by your contributions.

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Glossary of Terms

**Capacity-Building.** Activities designed to improve and enhance a nonprofit’s ability to achieve its mission and sustain itself over time. Example activities include improving volunteer recruitment, ensuring thoughtful leadership succession, updating a nonprofit’s technology, and improving how it measures its outcomes. (https://www.councilofnonprofits.org/tools-resources/what-capacity-building)

**Collective Action.** Any form of organized social or political act carried about by a group of people in order to address their needs. (https://study.com/academy/lesson/collective-action-definition-theory-logic-problems.html)

**Community Engaged Research.** A form of research that is done in partnership with a community or community organization to address a need or issue important to that community.

**Context or Situation Analysis.** A systematic analysis that helps a researcher or evaluator to understand the unique social, geographical, and political environment in which a community issue, problem or activity is embedded. This analysis is typically performed through conversations with key stakeholders and/or observations of settings.

**Culturally-Relevant.** Communication methods and information conforms to the cultural norms for which they are intended such that they are clearly understood and make sense to the recipient.

**Dominant Culture.** Refers to the established language, religion, behavior, values, rituals, and social customs that govern or control communications, education, artistic expression, law, political discourse, and business in a society. (https://www.definitions.net/definition/Dominant%20culture)

**Equity.** The quality of being fair and impartial.

**Institutional Review Board (IRB).** An administrative body established to protect the rights and welfare of research participants for research conducted under the auspices of the institution with which it is affiliated. The IRB is charged with the responsibility of reviewing, prior to its initiation, all research (whether funded or not) involving human participants. The IRB has the authority to approve, disapprove, monitor, and require modifications in all research activities that fall within its jurisdiction as specified by both the federal regulations and institutional policy. The federal regulations do not apply to evaluation which is typically deemed exempt from IRB oversight.

**Memo of Understanding (MOU).** A document that reflects the mutual goals, roles, responsibilities of and benefits to partners. A MOU typically describes shared leadership roles, project direction, payments, dissemination of partnership findings, and data collection, ownership, storage and use.

**Research Ethics.** A set of principles by which a researcher acts to ensure that no physical or emotional harm comes to people who participate in evaluation to research studies, people’s rights are protected in the conduct of a research study, and the research will benefit the public good.

**Research Process.** The process by which research is conducted. This process includes determining research questions, designing a study that will answer those questions, collecting and analyzing data, and interpreting, reporting and disseminating the study’s results or findings.

**Social Justice.** Principles based on the fundamental belief that all individuals and groups are entitled to fair and impartial treatment which are based on notions of equality and equal opportunity in society. Actions toward social justice focus on the full and equal participation of all citizens in economic, social and political aspects of the nation. (see uslega.com)

**Study Methods.** The approaches and means by which information or data is collected to inform or answer research questions. Researchers choose study methods based on a study’s design and their beliefs about who or what knowledge is deemed credible evidence.
Appendix B

CHECKLIST

Building, Maintaining, and Sustaining Relationships

☐ The scope and focus of the research/evaluation aligns with or supports the work of this organization and our community.

☐ The researcher understands that our partnership means doing research together to serve the community's needs. We agree to communicate in a reciprocal, frequent, and transparent manner to maintain our partnering relationship.

☐ The researcher agrees to cultivate and sustain trustful relationships with community members by actively engaging with the community and participating in community events (e.g. participating in activities and events hosted in the community and sharing meals with community partners).

☐ You and the researcher have discussed if and how you will mutually build and sustain your organization's and community relationships before, during, and following the research project so that it is mutually beneficial.

☐ You and the researcher have discussed their experiences and previous history working with your community or related/similar communities. If the researcher lacks sufficient background, you have discussed opportunities and plans for the researcher to learn about your community and culture.

Working Together Effectively

☐ The researcher favors and demonstrates a commitment to create, not impart, knowledge in the research process.

☐ The researcher has made explicit and negotiated everyone’s role and responsibility in the project through a memo of understanding or other written correspondence (e.g. as specified in an evaluation or research plan).

☐ The researcher understands and documents how the research benefits the community.

☐ For grant-funded research, the researcher explained the funder's expectations and who will be recipients of information (and in what forms) coming from the research.

☐ The research budget includes funds for monetary or other types of incentives and reimbursements for community members and the compensation is culturally appropriate, equitable, and consistent with that expected by the dominant culture.

☐ The community partner will enlist the help of community members and champions to facilitate contacts, buy-in, support and involvement in the project.

Acknowledging and Reducing Power Imbalances

☐ The researcher has conducted a thorough context or situation analysis and discussed efforts to involve community members in the research project’s design, implementation, reporting and dissemination.
☐ We, as the community partner, and the researcher mutually agree that we will continually reflect on and seek to balance our power and privilege in this relationship and during the research process.

☐ The researcher is explicit about her or his own power and privilege and how this may blind them to the community’s needs, perspectives and goals.

☐ The researcher agrees to work with and build the capacity of individuals and the community in ways that reduce the influence of dominant cultures.

Engaging in the Research Process and Methods

☐ The community partner and the researcher have discussed all ethical guidelines, professional standards and government requirements that must be adhered to before and during the research. The community partner clearly understands these guidelines, standards and requirements and have no conflicts with them.

☐ The researcher has discussed and articulated a plan for engaging the time, talent, expertise, and skills of willing community members without overburdening them.

☐ The researcher demonstrates effective communication and negotiation skills and will adapt to changes in the research plan as it evolves.

☐ All study methods and materials are culturally relevant and communicated in a manner consistent with the cultural norms and practices of our community. Translated materials convey accurate and culturally relevant meaning.

☐ The researcher understands that some forms of research to which they are accustomed may not be the research method of choice for your community (e.g. Indigenous communities) (Cochran et al., 2008, p. 26).

☐ The researcher agrees to inform the community partner, in a timely manner, about any research conclusion that may be unfavorable or could potentially harm the reputation of the community or agency. The researcher agrees to work with you to mitigate this situation, such as a published statement about your opposition or position.

☐ The researcher will provide opportunities for you to preview and edit any publicity about the research and that publicity will accurately acknowledge your contributions as an equal partner in the research.

☐ You and the researcher mutually agree to the ways that data will be shared and owned by each party. Both parties agree upon ways to publish, credit, and disseminate research findings, including when those findings are not favorable to your organization or community.

☐ You and the researcher have discussed and determined the best ways to protect research participants’ identities and the authenticity of their experiences. When applicable, you have collectively established a plan for protecting the identities of undocumented immigrants.

☐ The research has pledged to you their commitment to uphold the Guiding Principles for Community-engaged Research by signing the “Researcher’s Pledge”.
A Community-engaged Researcher’s Pledge
By Evelyn Cruz and Lori Bakken

I will build and maintain relationships with community partners by...

Asking if the community wishes to partner in the research and involve community members in decisions and activities throughout the research process.

Communicating with community partners in reciprocal, frequent, and transparent exchanges.

Working with members of the community to serve their needs.

Cultivating and sustaining trustful relationships with community members through mutual respect and by actively engaging with the community and participating in its events.

Committing to sustain our relationship following the research project in ways that are mutually beneficial.

Seeking out learning and culturally-embedded experiences that teach me about the norms, ethics, traditions, values, and history of the communities I am working with. I will not ask community partners to educate me about their culture because it is offensive and hinders trust.

I will work effectively with community partners by...

Co-constructing, not imparting, knowledge in the research process.

Negotiating and making explicit everyone’s role and responsibilities in the project.

Acknowledging that at all times, the community must benefit from the work.

Explaining the funder’s expectations to community partners, including who will be recipients of information and in what forms the information will be provided.

Building research budgets that include funds for monetary or other types of incentives and reimbursements for community members involved in the research. Compensation will be culturally appropriate, equitable, and consistent with that expected by the dominant culture.

Enlisting the help of trusted community members and champions to facilitate contacts, buy-in, support and involvement in the project.

I will acknowledge and work to reduce power imbalances by...

Conducting a thorough context analysis to demonstrate that I genuinely care about the community’s perspectives and ideas for the project and I would like to seek their input and involvement in the project’s design, implementation, reporting and dissemination (see Hernández, Nguyen, Casanova, Suárez-Orozco, & Saetermoe, 2013).
Continually reflecting on my own power and privilege as well as that of others in the research process.

Making explicit my own power and privilege and how that may blind me to the community’s needs, perspectives and goals. I will seek the community’s help and wisdom in overcoming my own blind spots while not making them responsible for educating me.

Working to build the capacity of individuals and the community in ways that reduce the influence of dominant cultures.

**I will engage community partners in the research process by...**

Conducting the research in an ethical and to the extent possible, transparent manner, being mindful that ethical standards are different across cultures and communities. Honoring the community partner’s well-being and safety.

Leveraging the talent, expertise, and skills of community members without overburdening them (let them decide).

Using respectful and effective communications and negotiations skills and adapting to change in the research as it evolves.

Assuring that study methods and materials are culturally-relevant and communicated in a manner consistent with cultural norms and practices. Translated or adapted materials will convey accurate and culturally-relevant meaning.

Understanding that some forms of research to which I may be accustomed may not be the research method of choice for some communities (e.g. indigenous communities) (Cochran et al., 2008, p. 26).

Informing community partners about any conclusion that would be unfavorable or potentially put the community or agency in a less than favorable light. I will discuss ways to mitigate the situation if partners disagree with conclusions, such as a published statement about their opposition or position.

Providing opportunities for community partners to preview and edit any publicity about the research and accurately acknowledge their contributions to the work as an equal partner.

Determining in advance how and what data will be shared and owned by the project’s partners. This effort will include discussions about how findings will be published, credited and disseminated. I will encourage the involvement of project partners as they are comfortable and willing.

Protecting participant identities and the authenticity of their experiences (See Hernández, Nguyen, Casanova, Suárez-Orozco, & Saetermoe, 2013, for recommendations on how to protect the identities of undocumented immigrants.)

**Researcher’s Signature: ____________________________ Date: ____________**
Co-Memorandum of Agreement between XX Center (Community Partner) and the University of Wisconsin-Madison

This Agreement is entered into by and between XX Center (Community Partner), hereinafter called ‘XX’ and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, a public educational institution of the State of Wisconsin, hereinafter called “the University”. In anticipation of benefits to each party, XX and the University agree as follows:

Whereas the research program contemplated by this agreement is of mutual interest and benefit to the University and to XX, and will further the University's and XX's programmatic, instructional and research objectives in a manner consistent with each institution's mission. In recognition of the advancement in community-engaged research locally and nationally, all research projects will be aligned with the XX mission:

[MISSION GOES HERE]

Now therefore, the parties hereto agree as follows:

SCOPE OF WORK

The University and the XX agree to perform the project (xyz) as set forth in Addenda (as applicable), hereinafter called “the Project.” The Parties agree to use reasonable efforts to perform multiple community-engaged research projects to be defined together. Both parties acknowledge that they make no expressed or implied warranties for results of the research.

Any additional work not identified in the Exhibits, but indicated during the course of the Project, will be separately negotiated and funded in appropriate amounts to be agreed upon in writing by XX and the University.

PROJECT DIRECTION

The Project will be directed on behalf of the University by XX and XX, who will be accountable to the University as Co-Principal Investigators. A change of Co-Principal Investigator status will require University and XX agreement in writing.

The Project will be directed on behalf of the XX by XX, Program Director (or other Title), who will be accountable to the XX and the University as Co-Investigator. A change of Co-Investigator status will require University and XX agreement.

PERIOD OF PERFORMANCE

The Project will be conducted during the period of October 1, 2009 through May 31, 2014.
PAYMENTS

An Academic Support Services Agreement (#xx-xxxx) between UW Institute for Clinical and Translational Research and the XX was established in June, 2010 (attached).

INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has the authority to make any statement, representation, commitments, or action which would bind the other without the other party’s prior written authorization. Unless otherwise agreed to in writing, each party shall be solely responsible for any wages, employment taxes, fringe benefits and work schedules of its own employees or agents.

NOTICES

All notices shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice at the address given below.

HUMANSUBJECTSPROTECTIONS

In the event that the Scope of Work of any project Involves the use of humans as research subjects, the parties will conduct such research in accordance with the written protocol approved by any Institutional Review/Ethics Board(s) or oversight body as required by federal law or the parties’ institutional policies, other applicable law, and the University’s ethical standards.

CONFIDENTIAL INFORMATION

Unless otherwise required by law the parties will maintain in confidence proprietary or trade secret information disclosed or submitted to them by the other party which is designated in writing as confidential information at the time of disclosure (“Confidential Information”).

Confidential Information does not include information which at the time of receipt:

(a) Is generally available in the public domain or thereafter becomes available to the public through no act of the receiving party; or

(b) Was independently known prior to receipt thereof or was discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or

(c) Was made available to the receiving party as a matter of lawful right by a third party.
Each party retains the right to refuse to accept any information which is not considered to be essential to the completion of the project.

The obligations of the parties under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

PUBLICATION

The University shall have the right to submit scholarly publications describing the Research. XX personnel shall be included as co-authors when their contributions to such publications warrant co-authorship according to scientific publishing standards. As co-authors, XX personnel shall have all rights and responsibilities in preparation of the publication as typically associated with that role including writing, revising and commenting upon drafts. Should a scholarly publication be developed that does not include XX personnel as co-authors, such publication will be provided to XX thirty (30) days in advance of submission for review and comment. In the event that XX comments are not incorporated into the publication, XX may submit to the publishing journal a dissenting opinion regarding the points in contention.

DATA COLLECTION STORAGE AND DISTRIBUTION

The development of each Project is based on communication between XX staff members and researchers of the University. Reasonable efforts will be made by both parties to incorporate and address concerns and recommendations at each stage of a Project. At the start and end of a project, and as needed over the course of a project, the University and XX shall participate in meetings to develop and maintain a data management plan, including collection, storage, analysis, and reporting protocols.

Data collected will be stored, in paper and electronic forms in both agencies in secured predetermined locations (Original forms at the place of origin, XX, and hard copies at the University). The XX data will be identifiable for programmatic purposes and the University data will be de-identified for research purposes.

The informed consent of individual participants will be obtained before collecting any data from interactions with participants. The consent form will be provided to participants, a copy of which will be left with each participant. The consent form will contain contact information for the study team (representatives from University and XX), so that participants may contact them for additional information and any time during the Project.

The names of individual participants are confidential to the University and shall not be listed in any publication of the data. The individuals shall be identifiable by the XX staff on the study team. Individual participants shall be described in publications using coded references only.
INDEPENDENT INQUIRY

Nothing in this Agreement shall be construed to limit the freedom of University researchers or XX staff who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than XX.

LIABILITY

To the extent authorized by secs. 893.82 and 895.46(1), Wis. Stats., the University agrees to hold harmless XX, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University.

XX agrees to hold harmless the University, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of XX.

INSURANCE

Each party warrants and represents that it has adequate liability coverage, such coverage being applicable to officers, employees, and agents while acting within the scope of their employment by said party.

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.

PUBLICITY

Any press releases regarding the study will be made only upon the prior written approval of both parties. Neither party shall use the name of the other party in connection with any products, promotion, or advertising without the prior written approval of the named party.

TERMINATION

This Agreement may be terminated by either party at any time prior to its full term of performance provided that a written notice is given to the other party thirty (30) days in advance. In the event of termination by either party, the other party will be reimbursed for all...
non-cancelable costs and commitments incurred in performance of the study through the effective date of the termination.

GOVERNING LAW

This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Wisconsin.

WAIVER & SEVERABILITY

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect. If any part of this Agreement is held unenforceable, the rest of the Agreement will remain in full force and effect.

ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

MISCELLANEOUS

This Agreement is the entire understanding between the parties relative to this project. This Agreement may be changed only by written modification signed by both parties.

This Agreement shall take precedence over any conflicting administrative language contained in the Project.

COLLABORATION PRINCIPLES

Each collaborative project will advance the following principles:

Collaboration: XX and UW representatives will identify and capitalize on the strengths that each brings to an endeavor.

Prioritization: We agree to collaboratively address key elements of a health improvement model: a focus on a major area of health risk, a specific population, and on prevention of leading causes of death and disability.

Leverage: Each project will strive to use all resources available to the partner organizations to support program success, sustainability and expansion of community capacities and leadership.
Transformation: We will strive to achieve sustainable change in systems (e.g. school curricula, services available through XX, resources available from XX and XX) that will ensure long term impact of each program.

Additionally, we are committed to collaboratively developing future projects using a community based participatory research approach. This will require:

Building on the strengths and resources within the community, including the skills and assets of individuals, networks, institutions and organizations in the community;

Ensuring that project partnerships are equitable and collaborative in all aspects of the design, development, implementation and evaluation using processes that enable all parties to participate and influence the research process;

Promoting co-learning and capacity building among all partners; and

Collaboratively identifying dissemination practices that ensure findings and knowledge gained are made accessible to multiple stakeholders.

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

Name and Title

Attachments
Employee and Volunteer Acknowledgment and Understanding of Confidentiality

This is to certify that I, ______________________________, an employee or volunteer at Centro Hispano of Dane County, understand that any information (written, verbal or other form) obtained during the performance of my duties must remain confidential. Confidential Information is defined as written or oral information disclosed to employees or volunteers of Centro Hispano of Dane County.

I understand that I will not release any documentation or information specifically related to the population served (clients, families, and donors, with the exception of collaborative agencies) without the prior written consent of my direct supervisor and/or the client(s) involved. I will protect such information and treat the same as being strictly confidential.

I Understand that I will be dismissed from my position should I violate the trust that has been placed in me.

By signing below I also verify that I have thoroughly reviewed the Centro Hispano of Dane County Manual and understand what is expected of me as an employee or volunteer. My employment or volunteer opportunity with Centro Hispano of Dane County will be taken seriously and I understand that I will be dismissed upon failure to meet these expectations.

PRINT ALL INFORMATION BELOW

Name: ____________________________________________

Last    First    Middle

Local telephone number:______________________________

Signature:________________________________________ Date:________________________