



**MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGETOWN LAW INNOVATIVE POLICING PROGRAM
AND
WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION**

I. Introduction

This Memorandum of Understanding (“MOU”) is entered into between Georgetown University Law Center (“Georgetown Law”) in connection with its Innovative Policing Program (“IPP” or “Georgetown Law IPP”) and the Washington State Criminal Justice Training Commission (“WSCJTC” or “Partner”) (individually “Party” and collectively “Parties”). The Active Bystandership for Law Enforcement™ (“ABLE™”) Project is an IPP project at Georgetown Law.

II. Purpose of this MOU

The purpose of this MOU is to set out the agreement between Georgetown Law IPP and the WSCJTC regarding the creation of “ABLE Washington.” This MOU is meant to set clear expectations for the Parties by describing the scope of work to be performed, the responsibilities of each party, and related logistical and process issues.

III. Responsibilities of Parties

In order to carry out the purposes of this MOU, the Parties agree as follows:

A. Responsibilities of the Georgetown Law IPP:

Pursuant to this MOU, the Georgetown Law IPP shall:

1. Provide ABLE instructor training for up to 600 officers selected by WSCJTC, but subject to the approval of Georgetown Law IPP, before the end of 2021.
2. Provide opportunities for up to 25 certified ABLE instructors from Washington State to continue through the ABLE certification process to become Facilitators and, eventually, ABLE Training Instructors. (Certification of officers as instructors, facilitators, and training instructors is at the sole discretion of Georgetown Law IPP.)



3. Provide technical assistance and support to WSCJTC for a period of one year following the execution of this MOU to help ensure ABLE Washington is effective and sustainable.
4. Provide ABLE program materials to WSCJTC that can be reproduced by WSCJTC for providing the 8-hour ABLE training course to Washington officers and employees that are accepted into the ABLE Project.
5. Provide (a) an ABLE perception survey to be delivered pre- and post-training and six months after the officer takes the training; and (b) ABLE course evaluation materials.
6. By the end of 2021, provide curriculum and materials in support of a 2-hour refresher ABLE program.
7. Upon satisfactory demonstration of competency from WSCJTC to Georgetown Law IPP, in Georgetown Law IPP's sole discretion, link WSCJTC with Washington agencies seeking technical assistance from Georgetown Law IPP allowing WSCJTC to provide support as requested or needed.
8. Share information pertaining to ABLE program changes, developments, and resources.
9. Provide approved marketing materials and training materials, which shall be used as authorized by Georgetown Law IPP.
10. Participate in projects that seek to explore program sustainability.
11. Allow WSCJTC to purchase authorized ABLE marketing and program materials (challenge coins, polo shirts, mugs/thermos, brochures, folders, and other course work materials).
12. Collaborate with WSCJTC on development of fidelity and review standards relating to ABLE Washington.



B. Responsibilities of the Washington State Criminal Justice Training Commission

Pursuant to this MOU, WSCJTC shall:

1. Establish a high-quality ABLE Washington organization.
2. Offer regular ABLE 8-hour training courses for Washington law enforcement agencies accepted into the ABLE program that opt not to go through the ABLE Train-The-Trainer event.
3. *In coordination with Georgetown Law IPP*, conduct ABLE Train-The-Trainer events using ABLE-certified Training Instructors and ABLE-certified Facilitators in accordance with all rules of the ABLE program and with strict fidelity to the ABLE curriculum. (Initial Train-The-Trainer events will be conducted in conjunction with veteran ABLE Training Instructors.)
4. Provide technical support for ABLE implementation within Washington law enforcement agencies accepted into the ABLE program.
5. Promote the ABLE Project at conferences and presentations within Washington, and, in coordination with Georgetown Law IPP, nationally.
6. Use ABLE materials in accordance with Georgetown Law IPP policy, standards, mission, and values for educational and research purposes only. Educational and research purposes shall be limited to (a) training events hosted by WSCJTC for Washington law enforcement agencies approved through the ABLE application, review, and acceptance process, (b) training events hosted by WSCJTC outside Washington as requested by Georgetown Law IPP, (c) ABLE program implementation technical assistance and policy advisement for ABLE approved agencies, (d) research and evaluation of ABLE programs in coordination with the ABLE Research Advisory Board.
7. Implement the ABLE Project in accordance with Georgetown Law IPP guidelines and principles.
8. Participate in fidelity reviews at the request of Georgetown Law IPP for ongoing and annual MOU renewals.



9. Contact Georgetown Law IPP for permission to reproduce or distribute any material derived or adapted from ABLE for any use not specifically granted in this MOU.
10. Submit to the Georgetown Law IPP ABLE program implementation data at least twice a year regarding agencies trained, officers trained, and executive sessions given.
11. Help ensure that every Washington law enforcement agency admitted into the ABLE Project commits publicly, in writing, to the 10 ABLE Standards, as set out on the Georgetown Law Innovative Policing Program ABLE Project website.
12. Ensure the preparation, attendance, and participation of at least two ABLE-certified WSCJTC instructors for every ABLE Washington training event.
13. Select ABLE instructors thoughtfully and in a manner that ensures all ABLE instructors will be knowledgeable, credible, and passionate advocates for the ABLE Project and for active bystandership generally.
14. Remove from the list of authorized ABLE instructors anyone whom the Georgetown Law IPP reports, based upon in-T3-class performance and/or attitude, is unfit to serve as an ABLE instructor.
15. Help ensure each Washington ABLE agency completes ABLE pre- and post-implementation surveys (to be provided by ABLE) as prescribed by Georgetown Law IPP. WSCJTC will provide the survey to Washington officers and employees taking ABLE training immediately prior to and after they receive ABLE training, and six months after the training.
16. Facilitate the completion of a post-class course evaluation to all officers and employees taking the ABLE training immediately after they receive ABLE training.
17. Use only ABLE curriculum and materials as provided or approved by the Georgetown Law IPP when conducting ABLE training. WSCJTC agrees to use ABLE materials strictly in accordance with Georgetown Law IPP instruction, policy, standards, mission and values for educational and research purposes only.



18. Conduct ABLE training in strict fidelity to the model and curriculum taught in the train-the-trainer program, except for any modifications made by the Georgetown IPP or as approved in writing in advance by the Georgetown IPP. Only instructors certified via the ABLE Train-the-Trainer process are authorized to conduct ABLE training.
19. Not reproduce, distribute, or share ABLE materials except as authorized in writing by the Georgetown Law IPP.
20. Not modify, alter or amend ABLE materials except as authorized in writing by the Georgetown Law IPP.
21. Permit Georgetown Law IPP personnel to observe/monitor ABLE training as requested by Georgetown Law IPP.
22. Provide ABLE program implementation data and updates once per year to the Georgetown Law IPP.
23. Cooperate with reasonable requests from the ABLE Project to evaluate the meaningful implementation of the ABLE program by sharing policies, training curriculum, and internal communications; and providing access to leadership and instructors for interviews. Both parties agree to respond to written requests within a reasonable period, barring extenuating circumstances.
24. Appoint an ABLE Program Coordinator supported by Georgetown Law IPP and notify ABLE within 24 hours of any change to ABLE Program Coordinator and/or any other members of the ABLE implementation team.
25. Seek technical assistance and support as necessary from Georgetown Law IPP.
26. Make every effort to recruit a high quality and diverse collection of agencies across Washington for ABLE program implementation.
27. Make every effort to share ABLE benefits with corporate and philanthropic sponsors.



28. Whenever possible, support ABLE efforts across the United States by providing approved trainers and speakers to Georgetown Law IPP, and other ABLE approved agencies, upon request.
29. Exclusively use approved marketing materials and refer to the program by its branded name “ABLE,” “Project ABLE,” “ABLE Project,” and “Active Bystandership for Law Enforcement” in accordance with a trademark and/or copyright attribution.
30. Provide ABLE training at no cost to all approved moderate and small agencies, with fewer than [size] sworn personnel, through the “pay it forward” stewardship model developed by Georgetown Law IPP or through the recruitment of philanthropic dollars.
31. Complete and return data collection and evaluation forms within 30 days of completing a training event.
32. Adhere to all provisions of this MOU.

IV. Duration of this MOU

- A. The initial term of this MOU shall be 12 months from the date of its execution, and may thereafter be extended on a year-to-year basis by written agreement of the Parties.
- B. Notwithstanding paragraph A of this section, this MOU may be terminated in writing by the Parties pursuant to section VIII of this MOU.

V. Miscellaneous

- A. At all times, Georgetown Law IPP may admit Washington agencies into the ABLE Project though the traditional Georgetown Law IPP ABLE Train-the-Trainer program if requested by such agencies consistent with the published ABLE Standards. We recognize that WSCJTC is the primary facilitator of ABLE in Washington state.
- B. WSCJTC shall not establish additional ABLE-related partnerships, agreements, subsidiaries, affiliates, or the like.



- C. Trainers certified through this MOU shall provide ABLE training consistent with this MOU and at the direction of WSCJTC, and shall not provide independent, individual, or single session training to any agency, party, or entity.
- D. WSCJTC shall not develop additional law enforcement active bystandership/peer intervention training materials nor provide law enforcement active bystandership peer intervention training or consultation based on the principles of ABLE without the expressed written consent from the Georgetown Law IPP. WSCJTC shall not create derivatives of ABLE without the express written permission of Georgetown Law IPP. WSCJTC shall not otherwise commercially exploit ABLE or any material derived from or based upon the ABLE Project at Georgetown Law IPP.

VI. Funding

WSCJTC agrees to provide a payment of forty thousand dollars (\$40,000) to Georgetown Law IPP, which funds shall be used in support of ABLE Washington, including to cover the costs of a contracted ABLE Washington project manager. WSCJTC further agrees to fund, at its sole expense, all internal resources necessary to successfully implement this MOU.

VII. Amendments and Modifications

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

VIII. Effective date; Withdrawal; Termination

- A. Effective Date. This MOU shall be effective as of the date the last Party signs this MOU.
- B. Termination Without Cause: Either party may terminate this Agreement for any or no reason by giving written notice to the other party at least sixty (60) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed upon in advance by the parties.
- C. Termination For Cause: If, in the opinion of Georgetown Law IPP, WSCJTC fails to fulfill its obligations, Georgetown Law IPP may terminate this Agreement by giving written notice to WSCJTC at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than



fourteen (14) calendar days, during which the alleged breach may be cured, subject to the approval of Georgetown Law IPP.

IX. Resolution of Disputes

The Parties shall attempt to resolve all any/all disputes amicably and informally.

X. Disclaimer / Miscellaneous

WSCJTC understands and acknowledges that the ABLE Project and all ABLE materials are designed to be used as guides to the subject matter covered. WSCJTC represents that the ABLE Project and all ABLE materials have been thoroughly reviewed by WSCJTC and its law enforcement agency partners. This substantive WSCJTC review is to ensure that the material presented or suggested through the ABLE Project conforms to and is consistent with the WSCJTC's policies, training, and legal guidelines. Neither the ABLE Project, the Georgetown Law IPP, nor any of the ABLE Project's or Georgetown University's faculty, volunteers, employees, agents, advisory board members, affiliates or other partners, participants, or contributors shall have any liability or responsibility to any person or entity, including WSCJTC, with respect to any loss or damage caused or alleged to be caused directly or indirectly by the WSCJTC's implementation of the ABLE Project or Georgetown Law IPP's performance (or lack thereof) of its responsibilities described in this MOU or otherwise in connection with this MOU.

WSCJTC agrees to always officially refer to the ABLE program as the "Georgetown University Law Center ABLE Project" or the "Georgetown University Law Center Active Bystandership for Law Enforcement Project" (and Georgetown IPP may refer to the fact of WSCJTC's participation in the ABLE program in its publications and otherwise). Except for the limited right of use of the ABLE materials described in this MOU, all intellectual property rights in



the ABLE materials as well as in the ABLE name shall remain with Georgetown IPP. The provisions of this section X shall survive the termination of this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

GEORGETOWN UNIVERSITY LAW CENTER

Christy E. Lopez

Date

**Professor from Practice and
IPP Faculty Co-Director,
Georgetown Law**

[Partner]

Monica Alexander

Executive Director, WSCJTC

8-24-2021

Date



the ABLE materials as well as in the ABLE name shall remain with Georgetown PP. The provisions of this section X shall survive the termination of this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

GEORGETOWN UNIVERSITY LAW CENTER

DocuSigned by:
John Kotwicki
615A34E9E88146B...

9/3/2021

John Kotwicki

Date

AVP of Tax
Georgetown University

[Partner]

/ 8-24-2021

Monica Alexander

Executive Director, WSCJTC

Date

Certificate Of Completion

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Signer Events

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Signature

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2021 4:57:57 PM
Certified Delivered	Security Checked	9/3/2021 4:59:40 PM
Signing Complete	Security Checked	9/3/2021 4:59:45 PM
Completed	Security Checked	9/3/2021 4:59:45 PM
Payment Events	Status	Timestamps