

**The University of Missouri-Kansas City  
Sponsored Project Agreement**

This sponsored project agreement is entered into on (date) March 1, 2019 between the Curators of the University of Missouri on behalf of the University of Missouri-Kansas City, a public educational institution of the State of Missouri, hereinafter referred to as "the University," and Jackson County, Missouri, a county existing under the laws of the State of Missouri, hereinafter referred to as "the Sponsor."

Whereas the project contemplated by this agreement is of mutual interest and benefit to the University and to the Sponsor, and will further the University's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

Now therefore, the parties hereto agree as follows:

**1. Statement of Work**

The Sponsor desires to have the University undertake a project entitled the "ClearMyRecord Missouri Expungement Project" in accordance with the scope of work described in Exhibit A. The University agrees to use reasonable effort to perform the work described in Exhibit A ("the Project"). The Sponsor acknowledges that the University makes no expressed or implied warranties for results of the work.

**2. Principal Investigator**

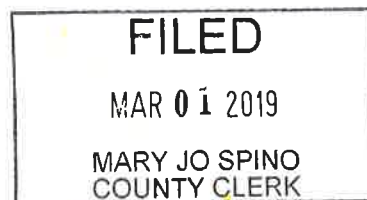
The Project will be supervised by Professor Ellen Suni ("Principal Investigator"). If for any reason she is unable to continue to serve as principal investigator and a successor, acceptable to both the University and the Sponsor, is not available, this agreement shall be terminated as provided in Article 6.

**3. Period of Performance**

This Project will be conducted during the period October 2, 2018, through September 30, 2019.

**4. Reimbursement of Costs**

The University shall be reimbursed a total of \$ 40,000 by the Sponsor for all costs incurred in connection with the Project (Budget is attached as Exhibit B). While it is estimated that this amount is sufficient to conduct the Project, and that the budget categories are appropriate for the Project as currently conceived, the University may submit to the Sponsor a request to move funds to different categories if needed, and may submit a revised budget requesting additional funds. The Sponsor is not liable for any cost in excess of the amount specified herein without written authorization from the Sponsor.



## **5. Payment Schedule**

Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from receipt of the invoice. Invoices will be submitted on a monthly basis.

Checks shall be made payable to the University of Missouri-Kansas City (ID #43-003859) and sent to:

University of Missouri-Kansas City  
Office of Research Services  
5100 Rockhill Road  
Kansas City, MO 64110-2499

For identification purposes, each payment shall include the invoice number and account number as referenced on the invoice.

## **6. Termination**

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days written notice; performance may be terminated by the University if circumstances beyond its control preclude continuation of the Project. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Project and not yet paid for, such reimbursement together with other payments not to exceed the total estimated project cost specified in Article 4.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

## **7. Intellectual Property Rights**

### **Inventions.**

The University will notify the Sponsor promptly of all inventions conceived or reduced to practice under this Agreement. Rights to inventions resulting from the performance made solely by the University's employees under this Agreement will be solely owned by the University. Inventions made jointly by employees of both the University and the Sponsor will be owned jointly by the University and the Sponsor. Inventions made solely by the Sponsor's employees will be solely owned by the Sponsor.

### **Copyrightable Works.**

Because the purpose of this agreement is to assist in serving underserved individuals in economically disadvantaged communities, and commercialization would be inconsistent with the access to justice aims of this Project, the parties agree that any copyrightable works (including, for example, documents, processes, websites, and applications) developed under this Agreement will be licensed under the Creative Commons Attribution 3.0 Unported license, the MIT Open Source License, or other open source license deemed

appropriate by University. University or Code for America shall be responsible for releasing the copyrightable works under the applicable license.

#### **8. Publication**

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Project or to use such in any way for its educational and research purposes. The University shall furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

#### **9. Consultation**

Selected personnel of the Sponsor, designated by the Sponsor to the University, shall have the right to confer with the Principal Investigator and his/her associates for such reasonable periods and at such times as are mutually convenient.

#### **10. Publicity**

The Sponsor shall not use the name of the University, nor any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the University.

#### **11. Reports**

The University shall furnish to the Sponsor periodic letter reports during the term of this Agreement summarizing the project being conducted. A final report setting forth the accomplishments and significant findings shall be prepared by the University and submitted to the Sponsor within ninety (90) days after the expiration of this Agreement.

#### **12. Proprietary Data**

Unless otherwise required by law, the University will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the University by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- is generally available in the public domain or becomes available to the public through no act of the University; or
- is independently known prior to receipt thereof or is discovered independently by an employee of the University who had no access to the information supplied by the Sponsor under this Agreement; or
- is made available to the University as a matter of lawful right by a third party.

The University retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Project. The obligations of the University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

### **13. Human Subjects Protections**

In the event that the Scope of Work involves the use of humans as research subjects, the University will conduct such research in accordance with the written protocol approved by the appropriate Institutional Review Board, applicable law, and the University's ethical standards.

### **14. Warranties**

**THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROJECT OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT OR ANY SUCH INVENTION OR PRODUCT.** The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any licensee or any others resulting from the use of the Project or any such invention or product.

### **15. Equipment**

Title to any equipment or supplies purchased or manufactured in the performance of the work funded under this Agreement shall vest in the University upon acquisition.

### **16. Assignment**

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

### **17. Independent Inquiry**

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

### **18. Independent Contractor**

In the performances of all services under this Agreement:

- Each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party;
- Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or

representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

**19. Insurance**

- The University warrants and represents that it has adequate liability coverage, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any other person.
- 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.

**20. Notices**

Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing.

**If to Sponsor:**

**Technical Matters:**

**Kate E. Brubacher  
Assistant Prosecuting Attorney  
415 East 12<sup>th</sup> Street  
Kansas City, MO 64106**

**Administrative Matters:**

**Michael Mansur  
Director of Communication  
Prosecutors Attorney's Office  
415 East 12<sup>th</sup> Street  
Kansas City, MO 64106**

**If to the University:**

**Technical Matters:**

**Professor Ellen Suni  
UMKC School of Law  
500 East 52<sup>nd</sup> Street  
Kansas City, MO 64110**

**Administrative Matters:**

**Office of Research Services  
5100 Rockhill Road  
Kansas City, MO 64110  
816-235-5600  
[ORS@umkc.edu](mailto:ORS@umkc.edu)**

**21. Governing Law**

This Agreement shall be governed by the laws of the State of Missouri.

**22. Entire Agreement**

Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated

cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

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

**Jackson County, Missouri**

**The Curators of the University of  
Missouri on behalf of the University of  
Missouri-Kansas City**

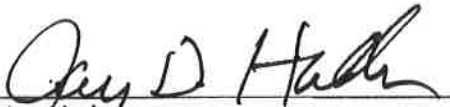
By   
Frank White, Jr.  
County Executive

By   
Lawrence Dreyfus  
Vice Chancellor for Research and  
Economic Development

Date 2/28/2019

Date 1/29/19

APPROVED AS TO FORM:

  
Jay Haden  
Interim County Counselor

ATTEST:

  
Mary Jo Spino  
Clerk of the County Legislature

**REVENUE CERTIFICATE**

There is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$40,000.00 which is hereby authorized.

2-27-2019  
Date

  
Director of Finance and Purchasing  
Account No. 010-4110-56790

4102018006 KA

## Exhibit A

### The Project

Studies show that one third of American adults have been arrested by age 23, often for relatively minor or nonviolent offenses. Amy L. Solomon, *In Search of a Job: Criminal Records as Barriers to Employment*, National Institute of Justice Journal #270 (2012). Additionally, “[n]early one in three American adults have a criminal record.” Because of the collateral consequences of such convictions, as well as bias against those with criminal records, “even a minor criminal history produces lifelong barriers that can block successful reentry and participation in society.” Christina Stacy and Mychal Cohen, *Research Report, Ban the Box and Racial Discrimination*, Urban Institute (2017), especially pp. 18, 21-22. These barriers include loss of full participation as a citizen (e.g., voting) as well as access to housing, education, and all-important employment. Unfortunately, because a disproportionate number of people with arrests and convictions are poor and people of color, these burdens fall disproportionately on them, their families, and their communities.

A recent statute has expanded opportunities for obtaining expungement of criminal convictions in Missouri, but the law has many technical requirements that make obtaining expungements without an attorney very difficult. Despite efforts by The Missouri Office of State Courts Administrator (OSCA) to explain the new law and the processes necessary for obtaining expungement, in their present form, these processes and forms are not understandable or usable by those most in need of obtaining expungements. Unfortunately, neither Legal Aid nor the Public Defenders’ Office is capable of providing assistance to people in need of expungement who do not have the means to afford a private lawyer.

The ClearMyRecord Expungement Project is designed to assist individuals who may be eligible for expungement of criminal offenses but who cannot afford the normal charges for a lawyer. As a term of this contract, the Project will place particular focus and emphasis on “hotspot” areas targeted by the Jackson County Prosecutor’s Office in its Smart Prosecution Initiative Strategic Plan.

The Project is working to make information about expungement and the process for obtaining it more understandable to the community at large and more accessible by creating an easily understandable website and developing technology to make the interview process and preparation of documents more efficient, allowing us to serve the large number of people needing expungement in order to facilitate employment, housing, social services, and other basic needs. Using both students (under the direction of Dean Emerita and Professor Ellen Suni) and volunteer lawyers, eligibility for expungement will be determined, documents necessary to seek expungement will be prepared, and representation will be provided to those who need it.



**Exhibit B**

**The Budget**

This is a \$40,000 fixed-price contract from October ?? , 2018 through September 30, 2019. Payments will be made in eleven monthly increments in the amount of \$3636.36 per month, paid on the first of each month. The budget below provides a current best estimate of how the funds will be spent to meet the School of Law and UMKC's obligations under this agreement. UMKC and the School of Law shall have the ability to move funds between budget categories as actual Project needs develop during the contract period.

<b>Expenditure</b>	<b>Amount</b>
Student Assistant	\$12,000.00
MoBarNet (Powered by Rejis) monthly fee	500.00
Mo Criminal history searches	7,500.00
Supplies	1,000.00
Marketing (including flyers, signs, printing and website development and maintenance)	3,500.00
Technology: Although we intend to use Open Source material and coding assistance from Code for America and students from the UMKC School of Computing and Engineering, it is possible that we will require additional tech resources to develop the tool that will allow us to most efficiently deliver expungement services to those who need them. This is a line item for unforeseen technology expenses that are essential to the project.	5,000.00
University Overhead (33%)	9,900.00
<b>Total</b>	<b>\$40,000.00</b>