

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PORTLAND POLICE BUREAU
AND
THE STATE BOARD OF HIGHER EDUCATION ACTING BY AND THROUGH
PORTLAND STATE UNIVERSITY**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish guidelines for a program under which the City of Portland Police Bureau (PPB) and Portland State University (PSU) will work cooperatively in sharing information related to certain criminal financial investigations. The goal of this program is to provide PSU forensic accounting students the opportunity to work on real criminal investigations. This program will provide to PPB information not otherwise available to PPB for its use in the criminal investigations. Through this program PSU and PPB endeavor to increase victims' access to the criminal justice system.

II. Guidelines and Procedures

- A. Students and faculty participating in the applicable forensic accounting class are required to submit to a background check to be performed by PPB. Students or faculty who fail the background check may not participate in this program.
- B. Students and faculty are required to sign a PPB approved non-disclosure form to be maintained by the PPB Personnel Division.
- C. PPB will identify and select appropriate financial criminal investigations for use in the program.
- D. PPB will obtain written consent from crime victims prior to providing their financial information to PSU.
- E. PPB will provide the financial information to PSU faculty who will make copies of the financial information and redact anything that could be used to identify the victim(s), suspect(s) or related businesses.
- F. PSU faculty will return the original information to PPB as soon as possible after copies are made.
- G. PSU faculty will safeguard this information by not allowing students to copy or remove the information from the any classroom or computer.
- H. Upon conclusion of classes, PSU faculty will return all copies to PPB and delete all digital copies from all computers and/or storage media.
- I. PSU faculty will provide a report detailing the analysis and findings of the students' examination of the information.
- J. PSU will identify Certified Fraud Examiners, including but not limited to PSU faculty, with whom PPB will work to validate and approve the analysis and findings of the student examinations. PSU understands that the District Attorney's Office may request that such examiners testify in court proceedings. PPB understands that PPB or the District Attorney's Office must coordinate such testimony directly with the examiners.

III. Responsibility for this MOU

- A. For Portland State University the following contact information should be used when giving notices under this MOU.

Portland State University
Contracting and Procurement Services
PO Box 751 (FAST-CAPS)
Portland, OR 97207

Phone: 503-725-3441
Facsimile: 503-725-7873
e-mail: contract@pdx.edu

B. For Portland Police Bureau, the following contact information should be used when giving notices under this MOU.

Portland Police Bureau
1111 SW Second Avenue
Portland, OR 97204

IV. Effective Date and Duration

The parties will endeavor to review this MOU within five years following the date of the last signature below to ensure that the MOU accurately reflects the parties' understandings regarding the forensic accounting class guidelines and procedures.

V. Termination

Prior to terminating this MOU, the terminating party will endeavor to provide 30 days written notice to the other party.

VI. Nonbinding Effect

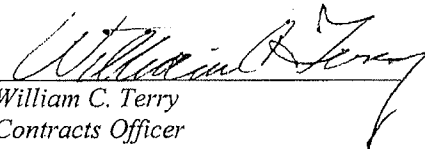
This MOU is a statement of the current understandings of the parties and is not a binding or legally enforceable agreement. This MOU does not grant any rights to or impose any duties or obligations upon either party. This MOU may not be relied upon as a basis for contract by estoppel or serve as the basis for a claim based on detrimental reliance or any other theory.

VII. Signatures

City of Portland

*State Board of Higher Education
Education acting by and through Portland
State University*

Name
Title

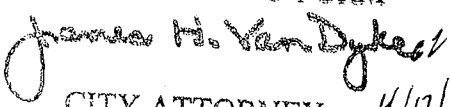


William C. Terry
Contracts Officer

Date

4-9-13

Date

APPROVED AS TO FORM

CITY ATTORNEY *4/12/13*