Memorandum of Understanding
Between
OKLAHOMA MUNICIPAL ASSURANCE GROUP AND [INSERT LE AGENCY]

This Memorandum of Understanding (“MOU”) memorializes the agreement between the Oklahoma Municipal Assurance Group (“OMAG”), as the in-state executive sponsor of **ABLE Oklahoma**, and [INSERT LE AGENCY] (“Partner Training Agency”) (collectively “the Parties”) regarding Partner Training Agency’s cooperation with OMAG in facilitating the success of Georgetown Law Center’s Active Bystandership for Law Enforcement (“ABLE”)® Project program in Oklahoma.

To help bring ABLE’s transformational training to more Oklahoma law enforcement agencies, OMAG funded and worked in cooperation with the ABLE Project® to create “ABLE Oklahoma.” ABLE Oklahoma permits Oklahoma law enforcement agencies *accepted into the ABLE program* to receive their required 8-hours of ABLE training and 2-hour annual refresher training for free by certified ABLE instructors working at the direction OMAG. The free ABLE Oklahoma training is available only to Oklahoma law enforcement agencies (i) already accepted into the ABLE Program by the Georgetown Law Center, (ii) in good standing with Oklahoma Council on Law Enforcement Education and Training (CLEET) and (iii) in continued compliance with all applicable ABLE Standards.

To ensure the integrity of the ABLE program and ABLE Oklahoma, the Parties agree as follows:

1. Responsibilities of the Parties
	1. OMAG Will:
		1. In cooperation with Georgetown Center for Innovation and Community Safety (Georgetown CICS), host two ABLE TrainThe- Trainer events to certify up to 50 Oklahoma law enforcement officers as ABLE Instructors.
		2. Select ABLE Oklahoma instructors thoughtfully and in a manner that ensures all ABLE Oklahoma instructors will be knowledgeable and credible advocates for the ABLE Project and for active bystandership generally.
		3. Host the two ABLE Oklahoma Train-The-Trainer events at the OMAG offices in Edmond, Oklahoma, or another suitable location.
		4. Provide breakfast, lunch, and all necessary materials to all ABLE Oklahoma Train the Trainer attendees.
		5. Provide reasonable technical support for ABLE Oklahoma trainers in coordination with Georgetown CICS.
		6. Conduct periodic outreach to ABLE Oklahoma trainers to ensure they are abiding by the ABLE teaching standards.
		7. Will obtain the CLEET class number for the ABLE eight-hour core class and will provide it to the partner training agencies.
		8. Ensure CLEET training hours are recorded with CLEET for officers who attend the ABLE Oklahoma Train-The-Trainer course and for all OMAG organized ABLE training.
	2. Partner Training Agency Will:
		1. Submit an application to join the ABLE Project.
		2. Abide by all applicable ABLE standards once admitted to the program. (Attached)
		3. Ensure officers abide by all applicable ABLE Instructor standards. (Attached)
		4. Send qualified officers in good standing to participate in the 2024 ABLE Oklahoma Train The Trainer event.
		5. Make each certified ABLE Oklahoma instructor available to support OMAG’s ABLE Oklahoma training program up to one full day per month at no cost to OMAG.
		6. Provide each certified ABLE Oklahoma instructor reasonable time to prepare for each ABLE training session.
		7. Designate a high-ranking Partner Training Agency official to actively participate in the ABLE Oklahoma Board of Advisors. (Meetings are expected to occur no more than three times per year, and out-of-town participants may join virtually.)
		8. Not conduct ABLE training on their own except as expressly permitted by Georgetown Law Center and OMAG and using only certified ABLE instructors when permitted.
		9. Not share ABLE materials outside Partner Training Agency except with the permission of the Georgetown Law Center.
		10. Notify OMAG of any material change in circumstances regarding Partner Training Agency (*e.g.*, de-certification, a Consent Decree, etc.).
		11. Notify OMAG of any material change in circumstances regarding any ABLE instructor (*e.g.*, de-certification, serious discipline, lawsuit, etc.).
		12. Ensure the participation of ABLE instructors in ABLE Oklahoma refresher training as reasonably required.
		13. At the Partner Training Agency’s discretion, cooperate in reasonable research projects conducted by OMAG and/or Georgetown.
		14. Ensure CLEET training hours are recorded with CLEET for officers who received ABLE training.
		15. Provide OMAG with a copy of the training record for all ABLE training conducted.
		16. Communicate the need for additional Oklahoma ABLE trainers to OMAG.
2. Exclusivity. Partner Training Agency 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 CICS. Partner Training Agency shall not create derivatives of ABLE without the express written permission of Georgetown Law CICS. Partner Training Agency shall not otherwise commercially exploit ABLE or any material derived from or based upon the ABLE Project at Georgetown Law CICS.
3. Withdrawal; Termination
	1. 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.
	2. Termination For Cause: If, in the opinion of Georgetown Law CICS or OMAG, Partner Training Agency fails to fulfill its obligations under this MOU, Georgetown Law CICS or OMAG may terminate this Agreement by giving written notice to Partner Training Agency at least thirty (30) calendar days before the effective date of termination.
	3. Upon termination of this Agreement, Partner Training Agency must cease using and destroy or return all ABLE materials to OMAG.
4. Disclaimer / Miscellaneous
	1. The relationship of the Parties under this MOU shall be that of independent contractors. Neither Party shall be deemed to be, or shall hold itself out as being, a partner, broker, employee, servant, agent or legal representative of the other Party for any purpose. Neither Party shall have any right, power or authority to enter into any agreement or create any obligation or responsibility on behalf of the other Party, and neither Party shall be liable for the acts of the other Party. Each Party shall avoid any and all actions or words that would create the false impression that it is an employee or agent of the other Party.
	2. Partner Training Agency understands and acknowledges that the ABLE Project and all ABLE materials are designed to be used as guides to the subject matter covered. Partner Training Agency represents that the ABLE Project and all ABLE materials have been thoroughly reviewed by themselves and their law enforcement agency partners. This substantive review is to ensure that the material presented or suggested through the ABLE Project conforms to and is consistent with all applicable policies, training, and legal guidelines. Neither OMAG, the ABLE Project, the Georgetown Law CICS, 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 Agency, with respect to any loss or damage caused or alleged to be caused directly or indirectly by Agency’s implementation of the ABLE Project or Georgetown Law CICS’s performance (or lack thereof) of its responsibilities described in this MOU or otherwise in connection with this MOU.
	3. Agency 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 Law CICS may refer to the fact of Agency’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 Law CICS. The provisions of this section IV shall survive the termination of this MOU.

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

**OKLAHOMA MUNICIPAL ASSURANCE GROUP**

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Suzanne Paulson Date

Executive Director
Oklahoma Municipal Assurance Group

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Kevin J. Katz Date

Chair of ABLE Oklahoma Project

**[CITY/TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

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[NAME], POLICE CHIEF Date