

Using Memoranda of Understanding for Community-University Partnerships

Draft: September 2019

Community-University Partnerships Working Group, UBC Migration
The University of British Columbia



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USING MEMORANDA OF UNDERSTANDING FOR COMMUNITY-UNIVERSITY PARTNERSHIPS

What?

A Memorandum of Understanding (MOU) is simply a statement of cooperation or understanding about a specific or general topic between two (or more) collaborators. It is a written agreement, but does not carry the same legal weight as a contract.

An MOU sets ground rules, defining the purpose and structure of a research partnership that benefits all parties. An MOU can contain as little or as much obligation as both parties are willing to sign, and be as specific or general as needed.

Why?

A formal agreement helps build fair, collaborative efforts by providing a shared understanding of the purpose and goals of the partnership. An MOU can be a guide when moving forward with a research partnership. MOUs can encourage smooth collaborations over the long term.

For researchers, a commitment from community partners to collaborate on a research project in an MOU will strengthen research proposals for funding agencies, professional projects or internship-related research, and thesis committees. For community partners, MOUs can show funding agencies and other potential partners the extent of their research collaborations.

MOUs do not carry the same legal protections and assurances as a standard contract with full terms and conditions. In situations that include a substantial financial or service obligations being committed, or when there is distrust or different motivations between the collaborators, an MOU may not be the best option.

When?

Formalizing a partnership should take place in the early development stages of any research project. For instance, an MOU should be completed before submitting a proposal to a funding agency or a PhD supervisory committee. Including a signed MOU with proposals is often required by funders, and if not mandatory, can strengthen the proposal as a supplementary document.

The Template

In order to facilitate the formalization of partnerships, UBC Migration constructed a MOU template in consultation with community partners to be adapted for research projects. There are four key areas of the UBC Migration MOU template:

Purpose and Mutual Interests

At the outset of any collaboration there are always mutual and unique interests among collaborators. It is important to make these interests clear from the beginning in order to avoid misunderstandings, and to strive for balanced power as the research moves forward. For researchers, it is essential to ensure the project is relevant to the interests of community partners.

Key questions in this stage: What are our shared values, purposes, desired outcomes and overarching vision of the partnership? What are the unique interests of collaborators in terms of purposes or outcomes of the research? What are the values that guide the collaboration and research?

Decision Making and Governance

When partners understand one another's needs for communication and decision making, each partner can strive to meet one another's needs and develop a plan to accomplish shared goals. A partnership needs a structure for collaboration that clarifies decision making around finances, physical space, human resource allocation and sharing, research roles and responsibilities, communication, and conflict resolution. This can be summed up as the governance structure of the collaboration.

Each project is unique and one governance structure will not fit all. It can, in fact, be beneficial to have a structure that is open and adaptable as projects move forward. Still, it is useful to discuss governance early and to have structures in place for handling decision making, communication, etc. that reflect the values and purpose of the collaboration.

Key questions in this stage: What areas of decision-making within the partnership will be covered in the MOU? How will updates to the MOU be made? What are the appropriate domains in which collaborators should contribute to decision making? How can we assure partners share in decision making when appropriate? How will conflicts be addressed? What communication strategies will assure the sharing of progress, and outcomes of the research? How often will updates be shared and in-person meetings occur?

Data Collection, Ownership, and Knowledge Mobilization

Data are at the core of any research project – from collection, through analysis, interpretation and the mobilization of findings. Data may take many different forms (e.g., audiovisual recordings, fieldnotes, photographs, survey responses, print materials, archives, oral histories, etc.), which requires consideration for how data will be managed and used appropriately. It is essential to discuss the shared nature of data collection, ownership and mobilization. Both community and university partners will have an interest in the treatment of research subjects – academics will need to adhere to their institutional review board guidelines around confidentiality and informed consent, while community partners will have their own ethical guidelines that aim protect the interests of research subjects. University partners often intend to mobilize findings through academic publications and lectures in academic settings. Community partners often intend to promote research findings in ways that best reach their important audiences outside of academia, and for proposals for future funding.

Key questions in this stage: What forms of data will be collected, reused or shared? What roles in data collection will partners play? How will protection of research subjects be handled? Who will have access to the data and be responsible for analysis? How can co-thinking inform the research design and interpretation of the findings? How will attribution be handled? How will findings be communicated? Who will own the data?

Commitments of Labour and Time, and Other Deliverables

Depending on the stage of the research project, it may be possible to establish a timeline and budget in order to specify certain contributions from partners in order for the project to meet its goals. If the project is not yet at the stage of a timeline, it may still be possible to outline the contributions of partners. If funding has not been secured, partners can have a discussion of current in-kind contributions and future funding needs. There may be other expectations that follow from research collaborations. For example: University collaborators may commit to running workshops for the community partners on key topics or research training; Community partners may commit to serving on student thesis committees or participating on panel discussions at the University.

Key questions at this stage: What are the timeline and key milestones for this project? What time commitments will academic partners give to the project? Will the community partners contribute staff time? What financial needs are necessary for this research? Will future funding be sought? If so, who will manage the finances? What on-site access will be required for the project's implementation? Will university partners make contributions to research training or supervision in the community? Will community partners contribute to capacity development at the university?

MEMORANDUM OF UNDERSTANDING (TEMPLATE)

This Memorandum of Understanding for [PROJECT NAME] dated [DATE] by and between:

THE UNIVERSITY OF BRITISH COLUMBIA, having offices at 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3 (“**UBC**”);

AND

[COMMUNITY PARTNER NAME AND ADDRESS]

This MoU is a non-binding agreement of the basis upon which the Parties will conduct a research partnership.

Purpose and Mutual Interests

What are our shared values, purposes, desired outcomes and overarching vision of the partnership? What are the unique interests of collaborators in terms of purposes or outcomes of the research? What are the values that guide the collaboration and research?

Decision Making and Governance

What areas of decision-making within the partnership will be covered in the MOU? How will updates to the MOU be made? What are the appropriate domains in which collaborators should contribute to decision making? How can we assure partners share in decision making when appropriate? How will conflicts be addressed? What communication strategies will assure the sharing of progress, and outcomes of the research? How often will updates be shared and in-person meetings occur?

Data Collection, Ownership, and Knowledge Mobilization

What forms of data will be collected, reused or shared? What roles in data collection will partners play? How will protection of research subjects be handled? Who will have access to the data and be responsible for analysis? How can co-thinking inform the research design and interpretation of the findings? How will attribution be handled? How will findings be communicated? Who will own the data?

Commitments of Labour and Time, and Other Deliverables

What are the timeline and key milestones for this project? What time commitments will academic partners give to the project? Will the community partners contribute staff time? What financial needs are necessary for this research? Will future funding be sought? If so, who will manage the finances? What on-site access will be required for the project’s implementation? Will university partners make contributions to research training or supervision in the community? Will community partners contribute to capacity development at the university?

Signed for and on behalf of
[COMMUNITY PARTNER NAME]
by its duly authorized officer:

Name:
Title:
Date:

Signed for and on behalf of
**THE UNIVERSITY OF BRITISH
COLUMBIA**
by its duly authorized officer:

Name: Dr. J.P. Heale, PhD, MBA
Title: Associate Director, UILO
Date:

MEMORANDUM OF UNDERSTANDING (EXAMPLE)

This Memorandum of Understanding for the *Ageing and Social Infrastructure* project is dated March 31, 2019 by and between:

THE UNIVERSITY OF BRITISH COLUMBIA, having offices at 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3 (“**UBC**”);

AND

A Place On the Corner, P.O. Box 123 Vancouver British Columbia (APOC)

(UBC, APOC may be referred to individually as a “**Party**”, or collectively as the “**Parties**”)

WHEREAS:

Dr. Erin Forschung (Department of Sociology, UBC) (the “**Researcher**”) wishes to partner in an effort to collaboratively understand how newcomer seniors in a metropolitan neighbourhood use community-based organizations to maintain local social connections.

APOC is a neighbourhood based, multiservice organization operating in Metro Vancouver for over 40 years. With a mission of place making, APOC aims to build social connections and develop social capacity among local residents. APOC services a wide range of local residents, including seniors who are newcomers to Canada.

The Parties are organizations located within the Province of British Columbia who include research as part of their mandate. Whenever possible the research conducted at or among the Parties should be translated into innovation that positively impacts the population of Canada.

This Memorandum of Understanding is a non-binding summary of the basis upon which the Parties will conduct the research partnership.

Purpose and Mutual Interests

APOC and Dr. Forschung share an interest in learning how local social connections can be maintained and supported for newcomer seniors. Newcomer seniors are a hard group to engage, and therefore more knowledge is needed about how they prefer to connect with peers and organizations.

APOC has a particular interest in learning about the effectiveness of their practices in outreach to and relationship building among newcomers and seniors. APOC is also interested in where they can improve in building local connections.

Dr. Forschung is interested in APOC's success, but also holds a broader interest in improving the social life of newcomer seniors beyond APOC's scope and contributing to the broader research community on newcomers, seniors, and local isolation.

APOC and Dr. Forschung agree to uphold APOC's core values in their partnership:

- a. Inclusive approaches grounded in respect for the diversity of local residents and parties engaged in the research partnership.
- b. Fair compensation and recognition of respondents' contributions.
- c. Mutual learning of partners and participants involved in the research.
- d. An attention to all parties' and respondents' linguistic and cultural diversity when disseminating information.
- e. Flexible and responsive methods of research and engagement.
- f. Strengths-based framings of local residents and APOC, with an orientation to enhancing future services and outcomes.

Decision Making and Governance

1. The parties will form a research advisory committee including Dr. Forschung and a member of his research team and two members of APOC who are engaged in supporting the research.
 - a. The advisory committee will meet a minimum of three times per year, and occasionally when necessary.
 - b. The meetings will be scheduled by Dr. Forschung, and held in-person at the APOC offices.
 - c. The purpose of these meetings will be to collaborate on research instruments and processes, share updates on progress, discuss the interpretation of findings and other outcomes of the research.
 - d. The parties agree to recognize their collective areas of expertise – the researcher expertise in adhering to the requirements of research standards, and APOC expertise on working with local residents.
 - e. The parties agree that all decisions will be based on the consensus of the advisory committee.
 - f. When consensus is not achievable, or other conflicts arise on the advisory committee, decisions will be made by vote through a simple majority.
2. In consultation with the research advisory committee, Dr. Forschung will submit funding applications in order to finance the parties' needs for research materials, compensation of respondents, and compensation for research assistants' labour.

Data Collection, Ownership, and Knowledge Mobilization

3. The project will primarily use survey data collected at three points in time over a one-year time period.
4. APOC will assist with the data collection including recruitment of respondents.
 - a. This recruitment will follow research standards identified by the researcher and in accordance with the APOC ethical guidelines for working with the local community.
5. Both parties agree to adhere to the standards of the UBC Behavioural Research Ethics Board (BREB), including establishing informed consent and assuring the confidentiality of respondents.
6. All parties share ownership of the data. All parties have the right but no obligation to use the research instruments developed during the course of the research.
 - a. The data will be housed at UBC under the supervision of the researcher.
7. Data management and analysis will take place at UBC and will be managed by the researcher. All findings will be presented to the advisory committee at a regular or special meeting, and interpretation of the findings will take place collaboratively at that meeting.
8. The researchers will present their findings in traditional academic outlets, including refereed journal articles, academic books, conference presentations, and public lectures.
 - a. APOC individuals will be recognized as co-authors in research publications when their research contributions are substantial and warrant that recognition.
9. APOC will use the research findings to promote their work among the audiences they deem appropriate, and in their applications for funding.
 - a. The researcher agrees to work with APOC to develop media to present the research findings in ways that are accessible to non-academic audiences and create impact outside of academic contexts.

Commitments of Labour and Time, and Other Deliverables

10. The parties expect this to be a three-year project, commencing at the first meeting of the advisory committee. There will be three stages of the research:
 - a. Research preparation (6 months). The advisory committee will meet at least two times during this period. Research instruments and protocols will be set during this period.
 - b. Data collection (12 months). The advisory committee will meet three times during this period – between wave one and two of data collection, between wave two and three, and shortly after wave three of data collection.
 - c. Data analysis and interpretation (18 months). The advisory committee will meet at least four times during this period. Analysis, discussion of

interpretations of the data, sharing of findings, and preparation of academic and non-academic outputs will take place during this period.

11. The researcher makes the following commitments of time and labour to the project:
 - a. The researcher will commit 10 hours per week during the period of this project.
 - b. The researcher will commit a graduate research assistant to work for 20 hours per week during the course of this project.
12. APOC make the following commitments of time and labour to the project:
 - a. The APOC members of the research advisory committee will commit a total of 100 hours each to the preparation and participation in the advisory committee meetings.
 - b. An APOC staff member will commit 100 hours to assistance with the research project and coordinating with the graduate research assistant. (This person may also be a member of the advisory committee, and therefore contributing additional time to the project.)
 - i. If appropriate, the researcher will provide additional training for this staff person in order to develop the research capacity of staff at APOC.
13. APOC agrees to make other in-kind contributions to the project:
 - a. Meeting space for advisory committee meetings.
 - b. Access to administrative materials that will assist with implementing the research.
14. The term of this Memorandum of Understanding will begin on notice of the first meeting of the research advisory committee (anticipated July 1, 2019) and end three (3) years thereafter. Any partner may propose changes to the MoU at a regular meeting of the Advisory Committee and adopted after approval by a majority of the Advisory Committee members. Any Party may remove themselves from the Memorandum of Understanding upon five (5) days prior written notice to the other Parties. The Memorandum of Understanding may be renewed for subsequent terms upon the mutual consent of the Parties.
15. All Parties are entitled to publicly acknowledge the existence of this Memorandum of Understanding. Without prior written consent, none of the Parties have the right to use the other Parties' trademarks in any promotional or advertising material. Press releases will be made only in accordance with the text mutually agreed upon by all of the Parties.

The matters recorded in this Memorandum of Understanding represent the expression of sincere intention by the parties. Until such intention is embodied in a binding agreement, such expression of intention will not be legally binding upon the Parties.

Signed for and on behalf of
A PLACE ON THE CORNER
by its duly authorized officer:

Name: Ernest Engageiren
Title: Executive Director
Date: March 31, 2019

Signed for and on behalf of
**THE UNIVERSITY OF BRITISH
COLUMBIA**
by its duly authorized officer:

Name: Dr. J.P. Heale, PhD, MBA
Title: Associate Director, UILO
Date: March 31, 2019

DEVELOPMENT OF THE MEMORANDA OF UNDERSTANDING APPROACH FOR COMMUNITY-UNIVERSITY PARTNERSHIPS

Background

The memoranda of understanding (MoU) approach is a resource designed to support more equitable research partnerships between community partners and university partners. This document explains how the MoU toolkit was designed through an iterative process of consultation, reflection, and research. With a specific focus on research related to migration and settlement, the MoU approach was initiated by UBC Migration's Community-University Partnership Working Group and its partners in 2019. The group's consultation process suggested that memoranda of understanding (MoU) can serve partnerships by encouraging diverse stakeholders to communicate their interests, values, and constraints more clearly when forming and engaging in a research project.

The MoU approach is a toolkit that encompasses the following resources:

1. *Memoranda of Understanding Template*, an outline of the MoU approach;
2. *Using Memoranda of Understanding for Community-University Partnerships*, a guiding document on how to use the MoU template;
3. *Example Memorandum of Understanding*, an example of an MoU applied to a specific research project; and,
4. *Development of the Memoranda of Understanding Approach*, a history of how the MoU approach was developed in consultation with stakeholders.

The development of the MoU toolkit was guided by the goals of the Community-University Partnerships Working Group and UBC Migration, which aim to strengthen ties between community and university partners to better support newcomers, and to deepen understandings of immigrants', refugees', and others relevant stakeholders' experiences by engaging in research and evidence-based practice.

Motivations

The imagined value of research between community and academic researchers often informs the decision to form a partnership (Mendes, Gingras, Robinson, & Waddell, 2014). Hopes for community-university partnerships go beyond the creation of knowledge and its dissemination in scholarly publications. Community partners and academics may want to strengthen policies, practices, and services, and some partners may envision shared learning experiences and strong accountability for the ways that knowledge is documented and shared. In practice, however, engagements between community and university partners can come with assumptions, biases, or power imbalances that can

become barriers (Boilevin, et al., 2019; Nathan, Kaczmarek, Castor, Cheng, & Mann, 2017; Su, 2018).

Problems may arise because of different perspectives on the processes of ethical conduct, participation, and knowledge creation. In addition to different ways of seeing these issues, the varying roles, responsibilities, and resources of each of the stakeholders can lead to problems. Traditionally, academics have access to larger sources of funding, work within longer time frames, and exercise a great degree of intellectual freedom in choosing their research interests and goals. In terms of their work practices, academics are often expected to obtain grant funding and publish in particular scholarly venues, working within the structures of their employer's or university's expectations. Community partners, on the other hand, have their own unique measures of success in research and in the ongoing work that it is part of. Communities may also have limited levels of access to the resources and freedoms that academics may draw upon. Differences between partners can contribute to tensions, and if left unaddressed these tensions may lead to frayed relations.

A number of problems were raised by community partners and researchers during the consultation process, including parachute or drive by research, fatigue with growing requests for newcomer communities' participation in research, and deficit- or damage-oriented attitudes towards newcomer communities. These problems have been echoed in the literature on community-based and participatory research (e.g., Su, 2018; Tuck, 2009).

During the consultation process, community partners noted that problems can also arise because of different ideas about ethical practices and how to enact them. Ethical protocols mandated by institutional research ethics boards often serve academics' and universities' interests, and call for academics to be accountable for research that may be shared with partners beyond the university (Elwood, 2007). Institutional ethics protect the interests of academics and universities, and aim to prevent harm, yet can be insufficient to achieve what community partners consider to be ethical, mutually beneficial research.

Collectively, these issues can make it difficult for both community organizations and for academics to communicate, build trust, and to exercise their different capacities in collaborative work. Motivated to examine these problems, a consultation was carried out, focusing on how to better support community-university partnerships. A first step in this process is the development of the MoU toolkit as a way in which to attempt to help shift some of the problematic dynamics and histories of community-university research partnerships.

Consultation Process

The decision to develop this MoU approach was informed by a consultation process. The MoU approach aims to address issues in research between community organizations and academics, taking aim at the problems which were reported by community partners and researchers during the consultation process. Community organizations and academics agreed that greater support was needed to help mediate relationships and advance

communication about the respective expectations, roles, and responsibilities of partners during their research.

As part of the consultation process, several MoU or research agreement frameworks were reviewed in a search of the formally published and grey literature (e.g., Gordon & Racine, 2016; Heiltsuk Language & Culture Mobilization Partnership, 2019; Su, 2018; Urban Indian Health Institute, 2011). The literature indicates the MOUs have been used to successfully navigate projects between partners, especially in the context of research in which the voice and participation of specific groups and community organizations are critical (Su, 2018; Urban Indian Health Institute, 2011). These existing MoU frameworks were drawn upon during the design of this MoU toolkit, in communication with some of their authors. However, no frameworks specifically oriented towards the development of partnerships between community and university stakeholders in relation to migration and settlement were found in the literature. While MoUs or research agreements for migration-oriented research have certainly been developed and used successfully (although perhaps not made widely accessible), an existing template and guidance for partnerships in this specific context was not found. This provided further motivation for the development of an MoU approach in the context of migration and settlement.

A workshop to discuss the potential of an MoU approach was led by Dr. Sean Lauer on March 15, 2019, *Using Memos of Understanding (MOUs) in Community-University Partnerships*. Participants in the workshop contributed their expertise in navigating community-university research partnerships across disciplines and methodologies, connecting their experiences with the possible benefits and challenges offered by the MoU. Workshop participants expressed concern for the ways in which the MoU would fit into their existing partnerships and practices, emphasizing that the MoU approach would need to strike a balance between its structure and flexibility. Participants were in agreement about their goals with the MoU: They identified a need for research partnerships to be further supported, and came to a consensus that the MoU approach could address these needs if it met certain criteria for its design and use. During the workshop, participants found that guidance and examples would be helpful in implementing the MoU approach, rather than offering an MoU template alone, contributing the need to design a toolkit of resources.

Design Process

During the workshop in March 2019, key parts of the MoU were established as important topics for community and university partners to communicate about: Purpose and Mutual Interests; Decision Making and Governance; Data Collection, Ownership, and Knowledge Mobilization; and Commitments of Labour and Time, and Other Deliverables. A small group, representing community and university members, volunteered to work together to draft the MoU toolkit based on these four foundations. This small group drew upon existing MoU frameworks in order to draft the MoU toolkit, communicating with one another as they created and revised these documents.

The design of the MoU approach was also strongly informed by *AMSSA's Community-University Research Principles (CURPs)*. AMSSA's CURPs (2018) were endorsed by UBC Migration in coordination with the development of the MoU approach. AMSSA's CURPs

highlight the need for culturally and linguistically appropriate communication, and call for actions in line with the values for diversity, equity, inclusion, privacy, respect, responsiveness, and wellbeing. The MoU approach is complementary to AMSSA's CURPs, the latter of which has a focus on the ethical principles and values central to community-based research with newcomer communities. The MoU approach focused on outlining research practices that would align with AMSSA's CURPs. Since ethical issues and values often play out in concrete situations, an example MoU was developed and points towards values that may inform a community–university research partnership.

Once the MoU toolkit was drafted, community and university stakeholders were identified and consulted. Several rounds of requests for stakeholders' feedback were circulated, which were effective in strengthening the MoU documents. Revisions were made to the documents, and key decisions were made to keep the MoU approach broad enough to encompass a diversity of perspectives on research processes, methods, and theory based on stakeholders' feedback. Community and university partners reported that the MoU approach would support their current practices, while providing greater clarity about their expectations, roles, and responsibilities.

Intended Outcomes of the MoU Approach

Contributors and supporters of the MoU toolkit aim for it to provide a structure for community partners to define and shape their relationships with university partners, so that the unique goals of partners can be achieved within community–university research partnerships. Working on an MoU may help to surface similar and different interests and constraints of partners, who may not be familiar with one another's work practices. A completed MoU can serve as an agreement between partners that can be adapted and referred to over time throughout the lifetime of a partnership, supporting partners' accountability, responsibility, communication, and learning with one another in their collective engagements. MoUs may also serve as evidence of a working relationship between partners when applying for funding or recognition of collaborative engagements.

It is hoped that the MoU approach will encourage proactive communication and anticipation of partners' goals, ethical considerations, and intended outcomes. Continuing adaptation of the MoU approach in the context of specific research initiatives will be important, as well as ongoing communication about the implementation and outcomes of using MoUs in practice.

Acknowledgements

The development of the MoU toolkit would not have been possible without the many individuals and organizations who were involved. Authors and contributors include members of UBC Migration's Community–University Partnerships Working Group and Graduate Assistant Saguna Shankar, as well as representatives of AMSSA, the ISS of BC, ANHBC, and S.U.C.C.E.S.S.

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