



The Research Advisory Committee of the National Collaborative on Gun Violence Research: Governance Plan

Members of the Research Advisory Committee (RAC) to the National Collaborative on Gun Violence Research (NCGVR) acknowledge and agree that the operations of the RAC shall be conducted pursuant to this Governance Plan as set forth below.

1. *Operating Principles of the Research Advisory Committee.*

- 1.1 *National Collaborative on Gun Violence Research (NCGVR).* The mission of the National Collaborative on Gun Violence Research is to fund and disseminate non-partisan scientific research that offers the public and policymakers a factual basis for developing fair and effective gun policies. Funding to accomplish this mission is provided by Arnold Ventures (AV) and other funders (jointly the Funders) to a donor advised fund (the Donor Advised Fund or DAF Sponsor).
- 1.2 *Research Themes.* The research funded by the NCGVR shall focus on one or more of the following Research Themes, as determined by the RAC, subject to the requirements of this Section 1.2.
 - 1.2.1 *Current Research Themes.* The research conducted under the NCGVR shall focus on the following four Research Themes, subject to any amendment pursuant to Section 1.2.2.
 - 1.2.1.1 Characterizing the ownership, use, benefits and harms of firearms in the United States.
 - 1.2.1.2 Identifying the beneficial and harmful causes and consequences of firearms use in the United States.
 - 1.2.1.3 Evaluating interventions designed to reduce harms or increase the benefits of firearms use in the United States.
 - 1.2.1.4 Evaluate technology innovations designed to reduce harms or increase the benefits of firearms use in the United States.
 - 1.2.2 *Amended Research Themes.* The RAC may review the Research Themes in the context of results from NCGVR research and other information relevant to potential subjects of investigation. Based upon this review, and with the

concurrence of the Funders, the RAC may amend the Research Themes or select alternate themes in addition to, or as a replacement for, the Research Themes currently set forth in Section 1.2.1.

- 1.3 *Research Activities and Expenditures*. Research institutions awarded funding (Awardee Institutions) by the RAC to conduct proposed research (Approved Research Projects) shall conduct independent research in accordance with and subject to the terms of a grant agreement (the Grant Agreements) developed by the Administrative Entity, as defined in Section 3.8, below and subject to review and revision by the RAC; such research shall be conducted independently from the Funders, and Funders shall have no right or authority to review or approve research prior to publication. The NCGVR funds received by Awardee Institutions shall be used for the active conduct of such research, and shall not be used for the acquisition or construction of infrastructure (collectively, Capital

Expenditures), except where specifically authorized by an initial budget pursuant to an Approved Research Project or a budget approved in a Continuation Funding Authorization pursuant to an Approved Research Project.

2. *NCGVR Funding and Its Uses by the RAC*

2.1 *NCGVR Funding Period.* Funders have agreed to support to NCGVR for a period beginning on July 1, 2018 and having a current end date of June 30, 2027 (the “Funding Period”). The NCGVR budget year begins on July 1 and ends June 30 (each such year a “Program Year”).

2.2 *Funds Allocated to Each Program Year.* It is intended that all contributed funds be spent by the end of the Funding Period to cover both funding for Approved Research Projects and for administrative and management costs of the Administrative Entity.

2.3 *Payments to Awardee Institutions Pursuant to Approved Research Project Budget.* NCGVR shall reimburse each Awardee Institution for verifiable research expenses incurred in accordance with the approved budget for the Program Year, according to the procedures set forth in approved Grant Agreements. Funds for these purposes will be recommended by the DAF Account Holder after receiving approval by the RAC and subject to the review and approval by the DAF Sponsor.

2.3.1 The Chief Financial Officer of the RAND Corporation will serve as the DAF Account Holder and will have advisory privileges (including naming Successors) to recommend grant funds upon receipt of approval from the Chair and Treasurer of the RAC following a vote by the RAC of selected Awardee Institutions. In the event that the Administrative Entity is replaced or removed, or that the DAF Account Holder becomes unable to serve in this capacity, advisory privileges will reside with the Successor of the account, General Counsel of the RAND Corporation.

2.4 *Funds for costs associated with the RAC.* The Administrative Entity will be responsible for RAC administrative expenditures, including but not limited to costs of holding RAC meetings, directly arranging and paying for or reimbursing RAC member travel expenses up to and consistent with the Federal Travel Regulations (FTR), which prescribe standard per diem rates for lodging, meals and incidental expenses, paying RAC member honoraria, and associated costs of conducting the business of the RAC.

2.4.1 AV has agreed to directly support RAND for some administrative costs. The DAF can be used for administrative costs over and above those costs funded by AV. Approval for any such payments to RAND will, in the first program year, be made jointly and in writing by AV and the Chair of the RAC. In subsequent years approval will rest with the Chair and Treasurer of the RAC and are subject to the review and approval by the DAF Sponsor.

3. *Research Advisory Committee Responsibilities and Organization*

3.1 *Generally.* The role of the RAC shall be to ensure the intellectual quality, research effectiveness and academic independence of the NCGVR program, select Approved Research Projects pursuant to merit review performed by the Administrative Entity, and perform an annual review and approval for continuation funding of Approved Research Projects. The RAC shall serve as the decision-making and oversight body regarding the

research approved by the RAC pursuant to this Agreement. The RAC's operations shall be supported by the Administrative Entity, as described in this agreement.

3.2 *Responsibilities*. The RAC has the responsibility and authority, consistent with the purposes of the NCGVR and this Agreement, to conduct the following activities, in addition to such other activities as are set forth in this Agreement:

- 3.2.1 *General Oversight*. The RAC shall oversee the conduct of Approved Research Projects at the Awardee Institutions necessary to ensure the intellectual quality, research effectiveness and academic independence of the NCGVR programs, including, but not limited to, review of the financial statements and reports submitted by the Awardee Institutions. As part of these oversight responsibilities, the RAC shall oversee any conflict of interest policy or procedure administered by the Administrative Entity; in the event that the Administrative Entity is unable to satisfactorily manage a conflict of interest pursuant to any such policy or procedure, the Administrative Entity shall submit such conflict or potential conflict to the RAC, which shall determine how to proceed. Should the RAC determine that the research conducted by an Awardee Institution does not demonstrate appropriate progress or quality, the research undertaken by the Awardee Institution fails to conform to the intent of the Approved Research Project, or if there is any misappropriation of funds by the Awardee Institution, the RAC shall promptly provide the Awardee Institution with written notice, and may, if the Awardee Institution does not resolve the issues, terminate the award.
- 3.2.2 *Strategic Planning*. With the support of the Administrative Entity, the RAC shall participate in the development and periodic updating of a strategic plan for effectively accomplishing the mission of the NCGVR through its research funding activities.
- 3.2.3 *RFP Development and Distribution*. With the support of the Administrative Entity, the RAC shall participate in the development of Request for Proposals (RFP) and distribute such RFPs to solicit proposals from eligible researchers to receive funding from, and conduct research under, the NCGVR.
- 3.2.4 *Review of Proposals in Response to RFPs*. The RAC shall review research proposals in response to the RFPs, pursuant to merit review by evaluation managed by the Administrative Entity. The Administrative Entity shall verify that all proposals submitted to the RAC for review meet minimum requirements and criteria specified in the RFP.
- 3.2.5 *Selection of Proposals as Approved Research Projects*. With the support of the Administrative Entity, the RAC shall review and select proposals as Approved Research Projects, that together with any authorized Continuation Funding Requests or amendments to Approved Research Projects, do not exceed the maximum amount of available Program Year funding.
 - 3.2.5.1 Proposed research projects, Continuation Funding and Amendments to Approved Research Projects will not be approved by the RAC if they extend the performance period of the project beyond the last day of Program Year 8.
 - 3.2.5.2 The RAC shall (a) direct the Administrative Entity to notify the researchers that have been selected to conduct Approved Research Projects of their selection for award, and (b) direct the Administrative Entity to enter into

Grant Agreements with the Awardee Institutions for the Approved Research Projects.

- 3.2.5.3 The RAC shall ensure that funded researchers agree to conduct research projects with the highest standards of integrity and reproducibility, including pre-registration of hypothesis-driven studies, sharing of de-identified data to the maximum extent permitted by law, sharing of computer code, and full and transparent reporting on the results.
- 3.2.5.4 The RAC shall require that Approved Research Projects stipulate procedures for ensuring that research results are not publicly released before they have been appropriately reviewed for scientific quality and tone, and shall evaluate compliance with these review procedures as part of any Continuation Funding request.
- 3.2.6 Authorize Continuation Funding or Amendments to Approved Research Projects. With the support of the Administrative Entity, the RAC shall review and authorize Continuation Funding Requests and proposed amendments to Approved Research Projects, provided they do not exceed the maximum amount of Research Project Costs allocated to that or future Program Years. Continuation Funding and Amendments to Approved Research Projects will not be approved if they extend the performance period of the Approved Research Project beyond Program Year 8.
- 3.2.7 Reports. The RAC, and Funders upon request, shall receive an annual report prepared by the Administrative Entity describing NCGVR expenditures, program performance, and research products, including any relevant information related to specially designated funds.
- 3.2.8 Timeline. The RAC shall, in conjunction with the Administrative Entity, establish a timeline (the Timeline) for the conduct of RAC meetings and activities necessary to meet the requirements of this Agreement, including, but not limited to, two in-person or virtual meetings per year. The RAC shall utilize its best efforts to adhere to this Timeline. Any changes to this Timeline by the RAC shall be subject to the approval of the Administrative Entity.
- 3.2.9 Meetings. Hold in-person or virtual business meetings at least twice per year with additional in-person or virtual meetings as necessary to fulfill the responsibilities set out in this section 3.2.
- 3.3 *Composition.* The RAC shall have seven members as determined by the Chair of the RAC. All RAC appointees shall agree to comply with this Agreement, including the RAC responsibilities described herein, and to comply with the terms of the RAC Conflict of Interest Agreement, and the RAC Confidentiality Agreement (see appendices B and C to this RAC Governance Plan).
 - 3.3.1 Qualifications. Committee members will be evaluated based upon the following criteria: mature judgement; balanced perspective; objectivity; ability to work effectively in a group; diversity in relevant expertise, geographic region, ethnicity, gender, ideology, and political party affiliation; and for scientific members, demonstrated competence as independent investigators in a scientific or clinical discipline or research specialty.
- 3.4 *Removal or Resignation; Vacancies.*

- 3.4.1 Removal. A RAC member may be removed from the RAC for failure to satisfy the requirements for Board member participation established by the RAC. Members may be removed by a 2/3 vote of the RAC.
- 3.4.2 Resignation. A RAC member may resign at any time, by written notice to the Administrative Entity and to the Chair.
- 3.4.3 Vacancies. If a vacancy occurs on the RAC for any reason, the vacancy shall be filled by appointment of a new RAC member selected by vote of the RAC.

3.5 *Chair.*

- 3.5.1 Qualification and Election. The Chair shall be a member of the RAC. The first Chair of the RAC was selected by AV and RAND and shall be Frank Clark. Each subsequent Chair shall be elected by the RAC.
- 3.5.2 Term. The term for the Chair shall be four years. remain in that role until he or she voluntarily relinquishes that role, or until he or she becomes no longer able to fulfill the duties of the Chair as
- 3.5.3 Removal. If it is determined by a 2/3 majority vote of the RAC that the Chair is no longer able to fulfill his or her duties as Chair, the Chair will be removed from his or her role as Chair.
- 3.5.4 Resignation. The Chair may resign from his or her position as Chair at any time by written notice to the Administrative Entity.
- 3.5.5 Responsibilities. The Chair has the responsibility and authority, consistent with the purposes of the NCGVR and this Agreement, to undertake the following activities:
 - 3.5.5.1 Preside over meetings of the RAC.
 - 3.5.5.2 Confer with the Administrative Entity regarding the meeting schedule, and the calling of any special meetings.
 - 3.5.5.3 Exercise oversight of RAC member compliance with the Conflict of Interest Agreement and Confidentiality Agreement (included as appendices B and C to this RAC Governance Plan).
 - 3.5.5.4 Prepare and distribute meeting agendas, reports and meeting summaries.
 - 3.5.5.5 Serve as the official source of communication from the RAC to any third party, including any communication with the Administrative Entity or the Awardee Institutions.
 - 3.5.5.6 Provide an agenda for each meeting to the members of the RAC.
 - 3.5.5.7 Prepare draft summaries of all meetings in reasonable detail and distribution of such draft summaries to all members of the RAC within five business days after the meeting.
 - 3.5.5.8 Incorporate timely received comments and distribute of revised meeting summaries to all members of the RAC for final review and approval at the following regularly scheduled meeting.

3.6 *Treasurer.*

- 3.6.1 Qualification and Election. The Treasurer shall be a member of the RAC. Treasurers shall be elected by the RAC to serve such term as is set forth in resolutions or bylaws adopted by the RAC.
- 3.6.2 Responsibilities. The Treasurer has the responsibility and authority, consistent with the purposes of the NCGVR and this Agreement, to undertake the following activities:

- 3.6.2.1 Confer with the Administrative Entity regarding NCGVR and DAF financial statements and expenditures.
- 3.6.2.2 Provide written approval for all DAF distributions pursuant to Sections 2.3 and 2.4 of this Governance Plan.
- 3.6.2.3 Perform other duties as established in resolutions or its bylaws adopted by the RAC.

3.7 Procedural Matters.

- 3.7.1 Bylaws and revisions to the governance plan. The operation of the RAC may be regulated and determined as provided in bylaws (the Bylaws), which shall be adopted or amended in accordance with Section 3.7.3, but subject to the restrictions noted in Section 1.2.2. The Bylaws may be incorporated into this Governance Plan. Such Bylaws will, at a minimum, include standards for acceptable RAC member attendance and participation in RAC activities, including provisions that, if these standards are not met, (a) the RAC recommend to the member that he or she resign, or (b) the RAC vote to remove the member.
- 3.7.2 Notice; Quorum. Regular meetings of the RAC shall be held in accordance with a schedule of meetings set out in the Timeline; no notice of any such regular meeting shall be required unless required by resolution of the RAC. Unless otherwise provided by resolution of or Bylaws adopted by the RAC, special meetings of the RAC may be called by the Chair of the RAC upon not less than ten business days' prior written notice to all RAC members stating the purpose or purposes thereof; provided that any RAC member may waive such notice prior to, at or after the meeting. Two-thirds of the RAC members in office shall constitute a quorum for the transaction of business at any meeting of the RAC, though subcommittees with fewer members can transact business delegated to them by the RAC.
- 3.7.3 Voting. Each member of the RAC shall be entitled to cast one vote on each matter considered by the RAC. The RAC shall exercise its best efforts to make all decisions by consensus. However, in the event that consensus cannot be achieved, all decisions, including amendment of this Agreement, removal of a RAC member, or selection or termination of an award shall require the approval of two-thirds of all members in attendance at the meeting at which a quorum is present (when two-thirds results in a fractional number, the number required for approval will be rounded to the next lowest integer).
- 3.7.4 Telephonic Meetings; Written Consents.
 - 3.7.4.1 Any meeting of the RAC may be attended virtually (by telephone or teleconference) so long as all RAC members participating in the meeting can hear one another, and all RAC members participating virtually shall be deemed to be present in person at the meeting. No RAC member may appoint a proxy to serve on his or her behalf at any meeting of the RAC, whether in person or virtually.
 - 3.7.4.2 Any action to be taken at a meeting of the RAC may be taken without such meeting by the written consent of such of the RAC members as would be required to take such action at a meeting.

- 3.7.5 RAC Agenda; Meeting Summaries. The RAC shall provide copies of any draft or final meeting summaries to the Funders, excluding only confidential matters, within three business days of distribution to the members of the RAC.
- 3.7.6 Standards of Conduct. The RAC shall conduct all meetings, discussions and reports in accordance with the following requirements, in all aspects of its operations:
- 3.7.6.1 Conflicts of interest issues shall be managed in compliance with practices specified in the RAC Conflict of Interest Agreement (included as Appendix C of this RAC Governance Plan). In compliance with the RAC Conflict of Interest Agreement, a RAC member cannot (i) submit or be involved in any aspect, whether in fact or in appearance, of a Proposal to the NCGVR; (ii) be involved in any aspect, whether in fact or in appearance, of activities conducted pursuant to an Approved Research Project; or (iii) be in a position to benefit financially from any RAC decision. However, the RAC may award funding to the home academic or research institutions or research collaborators of RAC members, provided that such decisions follow the standards set forth in the RAC Conflict of Interest Agreement and Confidentiality Agreement (included as appendices B and C of this RAC Governance Plan).
- 3.8 *Administrative Support.* A third-party not-for-profit entity shall, subject to an agreement with AV, provide administrative support for NCGVR (the Administrative Entity). The RAND Corporation will serve as the Administrative Entity under the direction of Andrew Morral, Ph.D., who will hold the title Director of the NCGVR.
- 3.8.1 Meetings. The Administrative Entity shall provide administrative support for the scheduling, conduct and other tasks associated with RAC meetings. Specifically, it shall a) establish and maintain a schedule of regular meetings, with at least twelve (12) months advance notice of meetings (except in program year 1), take reasonable steps to ensure that all meetings have a quorum, and avoid any major scheduling conflicts with RAC members, without giving any RAC member sole power to prevent a meeting; (b) arrange for special meetings of the RAC upon request of the RAC chair and provide notice to the RAC of special meetings; (c) provide staff support to the RAC for meetings (*e.g.*, preparing and distributing meeting notices, agendas, reports, minutes, and summaries); and (d) ensure that RAC meeting schedule meets the Timeline described in section 3.7.3.
- 3.8.2 Finances. The Administrative Entity shall manage and pay all RAC expenditures.
- 3.8.3 Timeline of RAC Activities. The Administrative Entity shall assist the RAC in scheduling its activities necessary to meet the requirements of the Timeline.
- 3.8.4 Compliance with this Agreement. The Administrative Entity shall ensure that RAC meetings, discussions and reports are handled in accordance with this Agreement.
- 3.8.5 Establish Grant Agreements and issue grant funds. The Administrative Entity will negotiate grant agreements with Awardee Institutions and authorize the DAF to issue funds upon direction to do so by vote of the RAC.
- 3.8.6 Monitor grant performance. The Administrative Entity will collect and review regular progress and spending reports, and other information needed to evaluate the performance of Awardee Institutions.

- 3.8.7 Research Reports. The Administrative Entity shall provide written annual research reports (Research Reports) to the RAC and funders for each Program Year. Such Research Reports shall adhere to standards established by the RAC and shall include, but shall not be limited to, a comprehensive summary of all work done and research results or other accomplishments achieved as is appropriate to adequately and substantially report the progress pursuant to an Approved Research Project during the Program Year.
- 3.8.8 Distribution of RFPs. The Administrative Entity shall be responsible for appropriately advertising and distributing the RFPs with such advertisement and distribution coordinated with the RAC when necessary.
- 3.8.9 Proposal review. The Administrative Entity shall support the RAC's review of Proposals submitted in response to RFPs, including (a) receiving and responding to letters of intent and proposals, (b) arranging and managing the timely review of proposals pursuant to the evaluation process in the RAC Merit Review Procedures (included as Appendix A to this RAC Governance Plan); (c) compiling summary descriptions of proposals, summary and full copies of proposal reviews and evaluations, and RAND funding recommendations for the RAC; (d) providing the RAC with any additional information it requests during the review process; and (e) ensuring that all proposals are handled appropriately and in compliance with applicable legal requirements and other procedures (*e.g.*, confidentiality).
- 3.8.10 Debriefing. If requested, provide the Funders with a briefing of RAC meetings, deliberations and decisions, excluding only confidential matters.

Appendix A: Scientific merit-review process for proposals submitted to the National Collaborative on Gun Violence Research

This scientific merit review plan is a supporting document for the “The Research Advisory Committee of the National Collaborative on Gun Violence Research: Governance Plan.”

Through its merit review process, the National Collaborative ensures that the scientific merit of proposals submitted are evaluated in a fair, competitive, transparent, and in-depth manner. Terms in this document are used as they are defined in the Agreement and Governance Plan. Several sections below draw on the language and procedures used by the National Science Foundation.

1. *Two-stage review.* Each request for proposals (RFP) will require interested researchers (Proposers) to first submit a letter of intent (LOI) summarizing, at a minimum, their proposal idea and its significance, how they would pursue the idea, their staffing plan and a budget estimate. Proposers of LOI selected by the Administrative Entity using the procedures described below will then be invited to submit a full proposal in response to the RFP.
2. *Review of letters of interest.*
 - 2.1. The Administrative Entity will assemble an internal review panel consisting of scientists with diverse policy and methodological expertise.
 - 2.2. Upon receipt of letters of interest, the Administrative Entity conducts a preliminary review to ensure completeness and conformance with the RFP’s LOI requirements. The Program Officer will assign conforming LOI to at least two members of the panel for review.
 - 2.3. Reviewers will evaluate the LOI in terms of their intellectual merit and broader impacts, as discussed in section 3.3, below, and will make a recommendation as to whether a full proposal should be requested.
 - 2.4. The Program Officer, in consultation with the Director of the Administrative Entity will make the final recommendations on which Proposers to request full proposals from. The Director of the Administrative Entity will work with the RAC to determine its review and approval procedures for which LOI to seek full proposals on. The Program Officer will then notify Proposers of the decision on their LOI. Reviews of LOI will not be shared with Proposers.
3. *Review of proposals.*
 - 3.1. Upon receipt of a full proposal, the Administrative Entity conducts a preliminary review to ensure completeness and conformance with RFP requirements. Adherence to these requirements is strictly enforced. If the proposal does not adhere to the RFP requirements, the Administrative Entity may return the proposal without review.
 - 3.2. If the proposal is complete and conforms to RFP requirements, the Administrative Entity Program Officer will identify at least two scientific reviewers to review the proposal. The Program Officer is responsible for identifying potentially disqualifying conflicts of interest among reviewers. Drawing on National Science Foundation (NSF) guidelines, reviewers should optimally have:

- 3.2.1. Special knowledge of the scientific fields involved in the proposals to be reviewed to evaluate competence, intellectual merit, and utility of the proposed activity. Within reasonable limits, reviewers' fields of specialty should be complementary within a reviewer group.
- 3.2.2. Broader or more generalized knowledge of the scientific fields involved in the proposals to be reviewed to evaluate the broader impacts of the proposed activity. Reviewers with broad expertise are required for proposals involving substantial size or complexity, broad disciplinary or multidisciplinary content, or significant national or international implications.
- 3.2.3. To the extent possible, diverse representation within the group of reviewers selected for each round of proposal reviews. The goal is to achieve a balance among various characteristics. Important factors to consider include: type of organization represented, reviewer diversity, age distribution and geographic balance.
- 3.3. When evaluating proposals, reviewers shall consider what the researchers want to do, why they want to do it, how they plan to do it, how they will know if they succeed, and what benefits would accrue if the project is successful. These issues apply both to the technical aspects of the proposal and the way in which the project may make broader contributions. Therefore, reviewers are asked to evaluate all proposals using the two National Science Board approved merit review criteria: Intellectual Merit and Broader Impacts. The following elements should be considered in the review for both criteria:
 - 3.3.1. What is the potential for the proposed activity to:
 - 3.3.1.1. Advance knowledge and understanding of gun policy or associated science (Intellectual Merit); and
 - 3.3.1.2. Benefit society or advance desired societal outcomes (Broader Impacts)?
 - 3.3.2. To what extent do the proposed activities suggest and explore creative, original, or potentially transformative concepts for improving gun policy or science?
 - 3.3.3. Is the plan for carrying out the proposed activities well-reasoned, well-organized, and based on a sound rationale? Does the plan incorporate a mechanism to assess success?
 - 3.3.4. How well qualified is the individual, team, or organization to conduct the proposed activities?
 - 3.3.5. Are there adequate resources available to the PI (either at the home organization or through collaborations) to carry out the proposed activities?
- 3.4. The Program Officer reviews the proposal and analyzes the input received from the scientific reviewers. In addition to the external reviews, Program Officers may consider other factors in developing recommendations for a portfolio of funded projects. For example, the RAC is expected to generate a set of research funding priorities, which the Program Officer will consider. In addition, decisions on a given proposal are made considering both other current proposals and previously funded projects. After scientific, technical and programmatic review and consideration of appropriate factors, the Program Officer makes an award/decline recommendation to the Research Advisory Committee (RAC).
4. *Award decisions and communications.*
 - 4.1. Final approval for a proposal is made by the RAC. The RAC receives a summary of the proposal, the scientific reviews, and the Program Officer recommendations. At their

- request, they may receive copies of the proposal and the scientific reviews. Selection of one or more Approved Research Projects is made by a two-thirds vote of the RAC.
- 4.2. When a decision has been made (whether an award or a declination), the following information is released electronically to the Proposer (PI):
 - 4.2.1. the award decision;
 - 4.2.2. copies of all reviews used in the decision (with any reviewer-identifying information redacted).
 5. *Recordkeeping and auditing.*
 - 5.1. Records of all correspondence, review analysis, and recommendations and decisions, will be kept in a secure online repository available for review by members of the RAC for their audit of the grantmaking activities of the Administrative Entity.

Appendix B: Research Advisory Committee Confidentiality Agreement

The Research Advisory Committee of the National Collaborative on Gun Violence Research: CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (“AGREEMENT”) is effective this [REDACTED] day of [REDACTED], and is executed by and between

[REDACTED] (“MEMBER”), who has been appointed to the Research Advisory Committee (“RAC”) of the National Collaborative on Gun Violence Research (“NCGVR”) and The RAND Corporation, a California non-profit organization located in Santa Monica, California.

The RAND Corporation has entered into an agreement with Arnold Ventures to administer and manage the NCGVR.

This Agreement shall describe the process governing restriction and access to, and disclosure of, confidential information, including, but not limited to: (a) identification of grant applicants and reviewers; (b) content of applications; (c) oral and written information associated with closed meetings of the RAC NCGVR or its subcommittees; and (d) meetings and discussions specifically identified as being confidential; items (a) through (d) are hereinafter referred to collectively as “CONFIDENTIAL INFORMATION.”

CONFIDENTIAL INFORMATION consists of information that is either oral or written or both. With regard to CONFIDENTIAL INFORMATION, MEMBER hereby understands and agrees to the following during and after the term of his/her appointment:

1. To maintain the confidentiality of the identity of any applicants applying for NCGVR funding, including investigators and/or applicant institutions and all RAC discussions, deliberations and other information generated by or for the RAC regarding CONFIDENTIAL INFORMATION.
2. To use the information contained in the CONFIDENTIAL INFORMATION for the sole purpose of evaluating it and for no other purpose whatsoever.
3. To safeguard CONFIDENTIAL INFORMATION against disclosure to others with the same degree of care he/she exercises with his/her own data of a similar nature.
4. To not disclose CONFIDENTIAL INFORMATION to others (except to other MEMBERS who have a like obligation of confidentiality or to The RAND Corporation (“RAND”) employees who work with the RAC); provided, however, that MEMBER shall not be required to maintain as confidential any CONFIDENTIAL INFORMATION which:

- a. MEMBER can demonstrate by written records was previously known to him/her.
- b. Is now, or becomes in the future, public knowledge other than through acts or omissions of MEMBER.
- c. Is lawfully obtained by MEMBER from a source(s) independent of RAC or RAND.

All allegations of a breach of confidentiality shall be referred to the Chair of the RAC; however, if the allegation of a breach is made against the Chair, the matter shall be referred only to Dr. Andrew Morral, Director of the NCGVR, who shall conduct fact finding with RAND employees or independent investigators as needed. In all other instances, the Chair shall decide on a case-by-case basis how best to conduct fact finding. That process may, but need not, include consultation with other RAC Members, RAND employees or independent investigators. If it appears that the allegation(s) of a breach are substantiated, the Chair and the NCGVR Director shall meet with the MEMBER so charged, and they will be notified of the allegation and given an opportunity to respond. After hearing the response, the Chair and the NCGVR Director shall make a final decision about whether a breach did occur, what the appropriate remedy is and whether the MEMBER should be terminated from membership on the RAC.

It is further agreed that the furnishing of CONFIDENTIAL INFORMATION to MEMBER shall not constitute any grant or license to MEMBER under any legal rights now or hereinafter held by the RAC.

The confidentiality obligations of MEMBER under the terms of this Agreement shall remain in effect for three (3) years after the dissolution of the NCGVR.

I agree to maintain the confidentiality of the CONFIDENTIAL INFORMATION described above by abiding by the terms and conditions set forth above.

By:		(signature)
Name of Member:		(please print)
Date:		

The RAND Corporation

By:		(signature)
Name:		(please print)
Title:		
Date:		

Appendix C: Research Advisory Committee Conflict of Interest Agreement

The Research Advisory Committee of the National Collaborative on Gun Violence Research: CONFLICT OF INTEREST AGREEMENT

THIS CONFLICT OF INTEREST (“AGREEMENT”) is effective this [REDACTED] day of [REDACTED], and is executed by and between [REDACTED] (“MEMBER”), who has been appointed to the Research Advisory Committee (“RAC”) of the National Collaborative on Gun Violence Research (“NCGVR”) and The RAND Corporation, a California non-profit organization located in Santa Monica, California.

The RAND Corporation has entered into an agreement with Arnold Ventures to administer and manage the NCGVR.

This Agreement shall: (1) define what constitutes a conflict of interest by a Member; and (2) describe what actions shall be taken if a conflict exists.

CONFLICT OF INTEREST

During the term of their appointment, and for one cycle immediately following their term, if the member helped plan that cycle, MEMBERS are prohibited from: (1) submitting, in whole or in part, in the capacity of principal investigator, key personnel or subcontractor, any applications for grants to the NCGVR; and/or (2) participating, in the capacity of principal investigator, key personnel, consultant (paid or unpaid) or subcontractor, or receiving any remuneration from any grants awarded by the RAC NCGVR. Personal communication with potential applicants is encouraged to the extent that such communication is limited to explanation/elaboration of publicly available information.

For the purposes of this Agreement, the term “partner” is defined to include close professional associates, i.e., close coworkers or other colleagues with whom MEMBER has had regular co-authorship of papers or consultation, or with whom a business relationship exists.

MEMBERS shall declare a conflict of interest and shall absent themselves from the room when the RAC reviews any application when any of the following conditions exist: (1) the MEMBER or MEMBER’S spouse, registered domestic partner, children or “partner” holds an ownership in the most recent year in an entity whom the RAC is considering for an award; (2) the MEMBER’S spouse, registered domestic partner, children or “partner” is a principal investigator, key personnel member or consultant named in the grant application; (3) the MEMBER serves as an officer, director, owner or trustee (with or without compensation) of

the individual(s) or entities submitting a grant application; or (4) the MEMBER is an employee, member, expert, advisor, or consultant (with or without compensation) of the individual(s) or entities submitting a grant or contract application; provided, however, that the MEMBER may request an exception to this requirement if the MEMBER can demonstrate to the satisfaction of the RAC that no conflict exists despite this relationship; or (5) the MEMBER or the MEMBER’S spouse, registered domestic partner, children, or “partner” is in the process of negotiating or has an arrangement for prospective employment with the individual(s) or entities submitting the grant application.

Failure to comply with any of the conflict of interest requirements shall result in the immediate termination of MEMBER’S appointment to the RAC, in addition to any other remedies that may be available to the other MEMBERS of the RAC.

MEMBERS shall avoid any actions that might give the appearance that a conflict of interest exists or could be viewed as affecting the MEMBERS’ objectivity to evaluate. Examples of this behavior include, but are not limited to, participation in the deliberations and actions on any grant application submitted by a recent student, a recent teacher, a professional collaborator with whom the MEMBER has worked closely, a close personal friend or a scientist with whom the MEMBER has had a long-standing scientific or personal difference.

I agree to disclose any conflicts of interest described above by abiding by the terms and conditions set forth above.

By:		(signature)
Name of Member:		(please print)
Date:		

The RAND Corporation

By:		(signature)
Name:		(please print)
Title:		
Date:		