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## Memorandum of Understanding

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Between **Guns 4 Good** and **[Law Enforcement Agency Name]**

This Memorandum of Understanding ("MOU") is entered into by and between **Guns 4 Good**, a Minnesota-based nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code ("G4G"), and **[Law Enforcement Agency Name]**, a governmental law enforcement agency organized under the laws of [State] ("Agency").

### **1 - PURPOSE**

The purpose of this MOU is to establish a cooperative framework under which the Agency may participate as a **Guns 4 Good - Law Enforcement Certified Intake Partner**, facilitating the lawful intake, temporary custody, and transfer of firearms to Guns 4 Good's designated Federal Firearms Licensee ("FFL Partner") for lawful processing and disposition.

This MOU does **not** create any agency, partnership, or joint venture between the Parties.

### **2 - SCOPE OF PARTICIPATION**

The Agency may participate in one or both of the following intake roles, subject to applicable law and internal policy:

#### **A. Voluntary Public Firearm Intake (Temporary Custody)**

The Agency may:

- Accept firearms voluntarily surrendered by members of the public
- Hold such firearms temporarily for safekeeping
- Transfer firearms to G4G's designated FFL Partner when lawful and authorized

#### **B. Confiscated or Court-Authorized Firearm Intake**

The Agency may:

- Hold firearms confiscated through lawful enforcement activity
- Hold firearms released through forfeiture, court order, or administrative authorization
- Transfer firearms to G4G's designated FFL Partner when legally permitted

Participation in either role is voluntary and non-exclusive.

### **3 - LIMITATIONS OF AUTHORITY**

The Agency acknowledges and agrees that:

- The Agency does not act as a firearms dealer
- The Agency does not sell, refurbish, or distribute firearms
- The Agency does not appraise firearm value
- The Agency does not determine final disposition
- All resale, refurbishment, and distribution activities are conducted exclusively by licensed FFL partners

Nothing in this MOU alters the Agency's statutory authority or evidence-handling responsibilities.

### **4 - CUSTODY & CHAIN OF CONTROL**

- The Agency retains custody and responsibility for firearms until lawful transfer to the FFL Partner is completed
- Firearms shall be stored in secure evidence or property facilities in accordance with Agency policy
- Internal chain-of-custody records shall be maintained by the Agency
- G4G does not assume custody, ownership, or liability until transfer to an FFL Partner occurs

### **5 - TRANSFER PROCEDURE**

Transfers shall:

- Occur only when legally authorized
- Be conducted directly between the Agency and G4G's designated FFL Partner
- Be documented in accordance with federal, state, and local law
- Include any required court orders, releases, or administrative approvals

### **6 - COMPLIANCE WITH LAW**

Transfers shall:

- Occur only when legally authorized
- Be conducted directly between the Agency and G4G's designated FFL Partner
- Be documented in accordance with federal, state, and local law
- Include any required court orders, releases, or administrative approvals

### **7 - FINANCIAL TERMS**

- No funds are exchanged between the Agency and Guns 4 Good under this MOU
- The Agency does not receive proceeds from firearm sales unless separately authorized by law or agreement
- Guns 4 Good directs net proceeds to approved charitable purposes

## **8 - USE OF NAME & PUBLIC REPRESENTATION**

- The Agency may be identified publicly as a **Guns 4 Good Law Enforcement Certified Intake Partner**
- This MOU constitutes mutual consent for each Party to use the other's name and logo solely in connection with participation in the Guns 4 Good Certified Intake Partner program and related public communications. Any other use requires prior written consent
- This MOU does not imply endorsement beyond intake participation

## **9 - INDEMNIFICATION & LIABILITY**

Each Party remains responsible for its own acts and omissions.

Nothing in this MOU constitutes a waiver of sovereign immunity, statutory protections, or defenses available under law.

## **10 - TERM & TERMINATION**

- This MOU becomes effective upon execution by both Parties
- Either Party may terminate this MOU at any time with written notice
- Termination does not affect obligations incurred prior to termination

## **11 - AMENDMENT**

This MOU may be amended only by written agreement signed by both Parties.

## **12 - Governing Law**

This MOU shall be governed by the laws of the State of Minnesota, unless preempted by federal law.

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## **SIGNATURES**

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### **Guns 4 Good**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **[Law Enforcement Agency Name]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_