

Building Partnerships among Law Enforcement Agencies, Colleges and Universities: Developing a Memorandum of Understanding to Prevent and Respond Effectively to Sexual Assaults at Colleges and Universities

The White House Task Force to Protect Students from Sexual Assault (the Task Force) is working to assist institutions of higher education (IHE) and law enforcement agencies as they develop strategies and tools to address the serious issue of sexual violence¹ in higher education.

Partnerships between local law enforcement agencies and IHEs, including those with campus police departments, can strengthen, and help sustain, their efforts to prevent and effectively respond to sexual assault using a fair, victim-centered, and trauma-informed approach. IHEs and local law enforcement agencies may have various tools to support communication and collaborative efforts to prevent and respond effectively to sexual violence, including memoranda of understanding (MOUs) and other relationship-enhancing documents. This sample MOU can be used as a guide for IHEs and law enforcement agencies seeking to memorialize such arrangements. MOUs, as referred to in this document, describe the responsibilities of the parties in carrying out an activity or process of mutual interest. They are intended to serve as tools to support collaboration, trust-building and coordination across parties. Formal relationships between IHEs and local law enforcement may, however, take a variety of forms, depending upon the capabilities of the respective parties, and are not limited to MOUs.

This document is meant to provide sample language that may be helpful to IHEs and local law enforcement agencies as they formulate or update an MOU. The Task Force recognizes that each IHE is unique and that there is no “one-size-fits-all” approach in this undertaking. We also understand that state laws vary regarding jurisdiction for campus police departments. IHEs and local law enforcement agencies entering into an MOU might choose to use or adapt certain provisions while leaving out others. The parties also may choose to address additional topics in an MOU or other document. The parties will determine all terms, including how resources are shared and how costs will be distributed.

This sample MOU does not constitute legal advice. Written understandings with local law enforcement authorities should always be reviewed by IHE legal counsel for consistency with applicable laws, including federal and state confidentiality and privacy laws, such as the Family Educational Rights and Privacy Act (FERPA), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), Title IX of the Education Amendments of 1972 (Title IX), Title IV of the 1964 Civil Rights Act (Title IV), the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 (Section

¹ Sexual violence refers to physical sexual acts perpetrated against a person’s will or where a person is incapable of providing consent. Sexual violence includes rape, sexual assault, sexual battery, sexual abuse and sexual coercion. Throughout this document, the term ‘sexual assault’ addresses all sexual violence on campus.

14141), and the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act). Similarly, we expect that local law enforcement agencies may wish to consult legal counsel regarding applicable local, state and federal laws. For more guidance on applicable federal laws and relevant policies, see the following resources:

- Violence Against Women Reauthorization Act of 2013 amendments to the Clery Act, Department of Education Final Rule (2014), <http://www.gpo.gov/fdsys/pkg/FR-2014-10-20/pdf/2014-24284.pdf>
- Handbook for Campus Safety and Security Reporting (2011), <http://www.ed.gov/admins/lead/safety/handbook.pdf>
- Clery Act Training, <http://www.ed.gov/admins/lead/safety/campus.html>
- Clery Act Regulations, <http://www.ecfr.gov/cgi-bin/text-idx?rgn=div8&node=34:3.1.3.1.34.4.39.6>
- Questions and Answers on Title IX and Sexual Violence (2014), <http://www.ed.gov/ocr/docs/qa-201404-title-ix.pdf>
- Family Policy Compliance Office (FPCO), <http://www.ed.gov/fpc>
- Guidance - Addressing Emergencies on Campus (2011), <http://www2.ed.gov/policy/gen/guid/fpc/pdf/emergency-guidance.pdf>
- Title IV of the 1964 Civil Rights Act, <http://www.justice.gov/crt/about/edu/types.php>
- Section 14141 and the Safe Streets Act, <http://www.justice.gov/crt/about/spl/police.php>
- The First Report of the White House Task Force to Protect Students from Sexual Assault (2014), <https://www.notalone.gov/assets/report.pdf>
- Sample Language for Reporting and Confidentially Disclosing Sexual Violence (2014), <https://www.notalone.gov/assets/reporting-confidentiality-policy.pdf>
- Title IX/Clery Act Intersection Chart (2014), <https://www.notalone.gov/assets/ferpa-clerychart.pdf>
- Substance Abuse and Mental Health Administration (SAMHSA)– SAMHSA’s Concept of Trauma and Guidance for a Trauma-Informed Approach (2014), <http://store.samhsa.gov/shin/content/SMA14-4884/SMA14-4884.pdf>

Coordinating sexual assault prevention and response works best as part of an integrated public safety and crime prevention strategy and where there is a concerted effort to develop close working relationships and trust among IHEs and law enforcement partners and community groups. Thus, while this sample document is focused on the elements of an MOU addressing sexual assault prevention and response, local law enforcement agencies and IHEs that have not already done so should consider addressing, in the same or a separate MOU, other related crimes such as domestic violence, dating violence and stalking, and additional areas of campus security related cooperation, such as emergency preparedness and related officer training.

PARTIES TO AN MOU: An MOU should generally include two sets of parties: (1) the IHE (in consultation with its campus police department or campus security office,² its Title IX coordinator and any other offices or employees with an interest in sexual assault prevention and response), and (2) the local law enforcement agency or agencies with jurisdiction on or around the campus. These agencies may include local police departments, county police/sheriff's offices, and/or state police. In many communities, federal and tribal agencies can also be valuable partners and should be considered for inclusion as parties to an MOU. Where an IHE has more than one campus, an MOU should be developed with the local law enforcement agency with jurisdiction over the area where each campus is located.

To foster collaboration and communication between the IHE and local law enforcement agencies, and to ensure the parties have full understanding of the scope of actions necessary to prevent and respond effectively to campus sexual assault, the Task Force strongly encourages members of the IHE's administration, including but not limited to senior management of the campus police department or campus security office and the Title IX coordinator, to be active participants in coordinating work completed under the MOU.

During the development of the MOU, the Task Force strongly encourages the parties to consult with other internal and external partners that are critical in preventing and responding effectively to campus sexual violence, regardless of whether these partners ultimately become parties to the MOU. These critical partners may include but are not limited to: other law enforcement agencies, prosecutors' offices, and federal and tribal agencies (where not a party to the MOU); campus-based sexual assault victim service offices; community sexual assault response teams; community organizations with expertise in sexual assault issues; hospitals and urgent care facilities; social service agencies; and other agencies that serve the public safety needs of the community. Consultation with these groups during the development of an MOU is important because the parties can gain the insights of a broad spectrum of constituents and consider the concerns of these groups from the outset, even if not all of the input provided can be incorporated into the MOU. In addition, IHEs may wish to enter into separate agreements with some or all of these groups.

² In the MOU, "campus police department" refers to a department consisting of sworn campus police officers, while "campus security office" refers to an IHE office consisting of unsworn campus security staff.

SAMPLE MEMORANDUM OF UNDERSTANDING: SEXUAL ASSAULT PROVISIONS

PURPOSE

To ensure a threshold shared understanding of intent, it is useful to memorialize the purpose of the MOU. For example:

To enhance safety for students, employees and visitors, and better serve the residents and students in this community, ensure that investigations are comprehensive, aid in disciplinary proceedings, facilitate the prosecution of offenders, respect the legal rights of those accused of sexual assault, and provide appropriate support to victims³ of sexual assault, this Memorandum of Understanding sets forth the respective roles and responsibilities of the Parties related to the prevention of and response to sexual assault. The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

This MOU meets the requirements of [insert relevant state statute regarding mutual aid here].

COMMUNICATION AND COORDINATION

Given the multiple entities that may need to respond to a reported sexual assault, and the differing responsibilities of each, effective communication and coordination is critical. In the MOU, the Parties should identify the specific individuals in each agency with responsibility for overseeing the MOU's provisions. In addition, law enforcement agencies' communication with sexual assault victims and their families is an important part of a trauma-informed response to sexual assault. The following provisions exemplify elements of an effective communication and coordination system. The Parties must comply with applicable confidentiality and privacy laws and obligations, consistent with federal civil rights requirements.

- 1)** The Parties will keep each other informed about current trends and patterns in sexual assaults both on and off campus by sharing data and analysis. The Parties will meet regularly to share this information.
- 2)** The Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and

³ Although some people prefer to use the term “survivor” to describe an individual who has been sexually assaulted, the term “victim” is widely used in the law enforcement context. This document uses the term “victim” but always with respect for those who have been subjected to sexual assault.

emergency notifications. The Parties acknowledge that IHEs need not obtain the approval of an outside law enforcement agency to issue any warnings/ notifications, nor is the IHE required to seek preclearance of the content of any warning/notification. However, the Parties will create a system to inform each other about such warnings.

- 3) The Parties agree to implement communication and information technology infrastructure to promote interoperability of, among other things, public safety radio and recordkeeping systems, and access to time-sensitive information and to coordinate operations to the extent permitted by law. As part of this infrastructure, the Parties agree to develop a plan for a timely response to all emergency calls for service within the jurisdictions covered by this MOU.
- 4) The Parties agree to provide each other with basic temporary work space as needed for report-writing, interviews, and other basic operational purposes in furtherance of this MOU.
- 5) The Parties agree to share patrol and sector maps to clarify jurisdictional boundaries. Such maps will clearly depict all buildings and properties that are owned or controlled by the IHE, as well as all buildings and properties that are owned or controlled by recognized student organizations. All maps will be reviewed and updated on an annual basis or when a significant change is made to IHE property or local law enforcement reporting sectors. All modified maps will be shared with all law enforcement-related parties to this MOU. In addition, all maps will indicate any federal or tribal lands that are included in the jurisdictional boundaries, and if any such lands are present, all maps and action plans will be shared with those federal and tribal authorities.
- 6) The local law enforcement agency will promptly notify the campus police department or campus security office when students are identified as the victims or suspects of sexual assault that occur off campus, so as to coordinate resources to minimize/prevent further victimization, to trigger appropriate institutional investigative action and disciplinary proceedings against alleged offenders, and to adequately inform the greater campus community of serious ongoing threats to student and employee health and safety. All such notifications to campus authorities will be documented in police incident reports. Except in rare and exigent circumstances, personally identifying information will be shared only with the consent of the victim.⁴

⁴ Prior to obtaining consent from the victim to share personally identifying information, the local law enforcement agency should inform victims of sexual assault that notification to the campus police department or campus security office likely will also result in notice to the campus Title IX coordinator.

- 7) The Parties agree, at the appropriate time and as allowable by federal and state law, to share relevant documentation and other information created and/or maintained during local law enforcement investigations (such as records of interviews) in all cases where a victim of sexual assault consents to this information-sharing, and a victim of sexual assault and/or an alleged suspect are students or employees of an IHE. The purpose of this information-sharing is to ensure the delivery of appropriate services, to facilitate full and fair disciplinary investigations, to prevent acts of retaliation against the victim or witnesses, and to assess special threats posed by offenders within the respective jurisdictions as part of an overall effort to prevent the occurrence of similar crimes.⁵
- 8) The Parties agree to work with internal and external individuals and organizations with expertise in sexual assault prevention and response efforts within their respective jurisdictions, and to hold at least annual meetings to address the effectiveness of their prevention and response policies, procedures and efforts.

SEXUAL ASSAULT PREVENTION

Below are measures the Parties should consider including in the MOU to assist in the prevention of sexual assault. Many of these provisions are generalized in the context of this sample MOU, but many can and should be more specific in an actual MOU.

- 1) The Parties will cooperate in the development and implementation of sexual assault prevention programs and will share relevant crime data in furtherance of crime prevention goals. The local law enforcement agency will include representatives from relevant stakeholder organizations in all regularly-scheduled meetings regarding crime-trend data analysis, threat assessment, and/or other issues affecting the allocation and deployment of public safety resources related to sexual assault. Relevant stakeholder groups may include, for example: law enforcement agencies (federal, state, tribal and local), campus police departments and campus security offices, municipal agencies, state/local prosecutor offices, campus-based providers of victim support services, community-based victim support service agencies, and local hospitals and clinics.

⁵ As noted below on page 8, the local law enforcement agency and the campus police department will develop a plan regarding the jurisdiction of each agency over sexual assault, including but not limited to geographic locations and types of crimes. Such plans also may involve information-sharing to ensure both agencies can promptly and effectively respond to crimes within their jurisdiction and appropriately refer any that fall outside their jurisdiction.

- 2) The Parties agree to develop, implement and measure the effectiveness of research-informed strategies to prevent sexual assault, including those directed at reducing the use, possession and distribution of drugs and alcohol to facilitate sexual assault.
- 3) The Parties agree to engage in outreach and collaborate with the campus community to promote positive working relationships between law enforcement and students, faculty, staff, and other stakeholders. Outreach may include: information made available online through the IHE website and/or social media; discussions of campus safety and crime prevention during student orientations and new employee orientations; the distribution of materials to inform students, staff and parents about public safety resources on campus and in collaboration with the community; and information about how sexual assault victims can get help in both emergency and nonemergency situations. The Parties agree to conduct such outreach in a manner that is accessible to students and parents with disabilities or limited English proficiency.
- 4) The Parties agree to collaborate in the conduct of campus listening sessions and meetings with students, victim advocates, and other stakeholders, to discuss ways in which the Parties can better respond to and prevent crime with special attention to campus sexual assault. The Parties agree to collaborate on educational programs for students and school personnel (e.g., the sexual assault prevention and awareness programs required by the Clery Act and bystander intervention training) and to work with community-based resources and experts, including victim advocates, to provide these programs.
- 5) The Parties agree to implement community and problem-oriented policing programs and community outreach efforts to include residents and members of the business community with special attention to responsible corporate citizenship of businesses that sell alcohol. In addition, the Parties will facilitate the creation of new or the promotion of existing neighborhood watch programs, after-hours student safety escort programs, blue light emergency notification systems, text-a-tip hotlines, electronic notification systems, and similar community safety initiatives, keeping in mind that the majority of sexual assaults are committed by intimate partners and acquaintances.
- 6) The Parties agree to collaborate in the conduct of “campus safety walks” and other safety assessments to identify factors that contribute to or otherwise may facilitate the commission of serious crimes against persons and property on or near the campus, and to address other threats/vulnerabilities that may exist on the campus and in the near-campus community, such as: inadequate lighting, high/poorly maintained hedges, poorly-maintained emergency communications and surveillance equipment, naturally-occurring hazards, man-made hazards, and nuisance

establishments, including bars known to serve underage persons or over-serve guests, as well as the sites of on- and off-campus parties where law violations or disturbances frequently occur. Student groups and other stakeholder groups will be included in the campus safety walk program. At the same time, the Parties agree to raise awareness that most sexual assaults are non-stranger and involve different risk factors.

RESPONSE TO REPORTED SEXUAL ASSAULT

Sensitive treatment of the reporting sexual assault victim, fair treatment of the alleged offender, and a well-coordinated, thorough, and unbiased investigation of the crime are all critical elements of an effective response to sexual assault. Below are key measures that the Parties should consider in developing their policies and procedures for responding to reported sexual assaults. To ensure clarity about each Party's responsibilities under the MOU, the following provisions in an actual MOU would be more specific than is possible to set out here. For example, the MOU should specify which law enforcement agency will conduct the investigation of a sexual assault occurring at a particular location. The Parties must comply with all confidentiality and privacy laws and obligations.

- 1)** The Parties agree that the local law enforcement agency and the campus police department (if any) may request assistance from, and render assistance to, the other to respond to or investigate reports of sexual assault. The Parties will develop policies and procedures that set out the jurisdiction of the local law enforcement agency and provide for cross- or multi-jurisdictional response and/or investigation as appropriate. These policies and procedures will provide for coordination of the response to reports of sexual assault by clarifying roles and responsibilities based on criteria such as location and type of incident (e.g., apparent misdemeanor or felony), whether the IHE employs a campus police department or a campus security office, and whether multiple IHEs may be involved (e.g., alleged perpetrator from one IHE, victim from another). The policies and procedures will address the types of incidents in which concurrent jurisdiction may be appropriate.
- 2)** The Parties agree to develop policies and procedures regarding when a report of sexual assault can be shared between the campus police department or campus security office and the local law enforcement agency, including when aggregate reporting data must be shared under the Clery Act. The victim's interest in maintaining the confidentiality of personally identifying information will be respected. The Parties will identify the rare and exigent circumstances when personally identifying information will be shared without the victim's consent.
- 3)** The Parties will comply with the IHE's policy and applicable law and guidance regarding anonymous and confidential reporting, including regarding when, how

and what information can or must be disclosed to law enforcement agencies.⁶ The Parties acknowledge that staff and volunteers of rape crisis and domestic violence centers and others whose communications with victims are privileged generally cannot share case-specific information without the victim's consent and will partner with these agencies in a manner that is mindful of these limitations.

- 4) The IHE will ensure victims know of the right to report the sexual assault to law enforcement and will assist victims who wish to report to do so promptly, in order to facilitate preservation of evidence and an effective response by trained criminal investigators. The Parties agree that where the sexual assault is reported to an IHE agent or employee, the IHE agent or employee will notify the victim of his or her reporting options, including the right to file a Title IX complaint with the IHE and his or her right to file a criminal complaint. The IHE will provide the victim with information about how to file Title IX and criminal complaints and in no circumstances will the IHE either dissuade or require the victim to make a criminal complaint.
- 5) The Parties recognize that regardless of which agency ultimately takes the lead investigative role in responding to a sexual assault, the other Party may be the first responder to the report of the sexual assault. Thus each of the Parties has a responsibility to respond in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault. This includes ensuring the appropriate preservation of evidence.
- 6) The Parties agree, with the victim's consent, to coordinate referrals for support services for sexual assault victims that are made available by municipal and other governmental agencies, law enforcement agencies, IHEs, and community organizations. The sexual assault investigation will also identify whether there were co-occurring crimes of domestic/dating violence, stalking, strangulation and/or witness intimidation, with services provided to all victims. The Parties agree to develop and share policies setting out their respective responsibilities related to victim support from the time of the report through resolution of the investigation, including prosecution or disciplinary proceedings, as applicable.
- 7) The Parties agree to support and participate in the existing interdisciplinary Sexual Assault Response Team (SART) or help support the development of a SART that includes IHE representatives, the Title IX Coordinator or designee, advocates, counselors, medical providers (ideally to include a Sexual Assault Forensic

⁶ To the extent that the Clery Act or other federal law requires reporting, this would take precedence over any conflicting local or state law.

Examiner or a Sexual Assault Nurse Examiner), law enforcement support, and other competencies that may be needed to adequately deliver essential support services. The Parties agree to be part of the SART's system-wide review and discussion of the community's response to sexual assault. The Parties also agree to publicize information about SART resources to the campus community and to train SART members on all applicable confidentiality and victim privacy safeguards as outlined in the Training section of this document.⁷

- 8)** To ensure that proficient investigations are conducted, the Parties agree that all or part of a sexual assault criminal case may be transferred to another agency (e.g., an agency covered by this MOU such as campus or local police or outside of this MOU such as a federal or tribal agency) if it is agreed that another agency has significantly more experience, training and available resources to effectively investigate such offenses. The Parties further agree that all such transfers will be carried out in a manner that does not interfere with or otherwise delay the conduct of any separate investigation conducted by the IHE for the purposes of complying with Title IX requirements and that all incident reports and other documentation developed by the law enforcement investigating agency that may be needed to comply with the Clery Act will be provided to the IHE.
- 9)** The Parties agree to use the expertise and resources of the cooperating agencies to ensure timely and proper evidence collection, maintenance and preservation. The Parties agree to preserve evidence, regardless of whether the investigation is carried out by local law enforcement or is handled by the IHE.
- 10)** The Parties agree that law enforcement agencies subject to this MOU will ensure the proper administration of sexual assault forensic evidence (SAFE) exams and proper custody and control of all collected evidence, with particular attention paid to collecting evidence regarding drug-facilitated assaults. The Parties agree to determine which agency will be responsible for transporting victims for medical services including SAFE exams. The Parties also agree that, if a law enforcement agency pays for an exam, the agency will not pressure the victim to report the offense in order to get the exam.
- 11)** The Parties agree that any law enforcement officer or responding individual will not make statements or act in any manner that directly or indirectly discourages the victim from pursuing criminal charges at the time that the officer responds to an

⁷ In the context of this MOU, the term "SART" refers to an interdisciplinary team responsible for reviewing and assessing the community's response to sexual assault in general but not for discussing individual cases. If a similar interdisciplinary team is used to review specific cases, the IHE should consider whether it is appropriate for the Title IX coordinator and law enforcement to be involved in such reviews where a victim seeks confidentiality and does not wish to have the IHE investigate the sexual assault.

incident or during the initial interview, such as by stating that it is likely that the prosecutor would not seek an indictment or that a jury would not convict. Officers will receive trauma-informed sexual assault training that teaches officers to encourage reporting, while also empowering victims to make their own choices about what course of action to pursue. In keeping with trauma-informed investigative practices, the Parties agree to accommodate victim requests regarding how victim interviews are conducted as much as possible.

- 12)** The Parties agree that in the immediate aftermath of a sexual assault, a victim should be directed to, and receive assistance (including transportation where appropriate) to access, services, including SAFE examinations, and encouraged to provide whatever time-sensitive, case-related information the victim is able to provide. Victims should be advised of how the investigation and charging process will proceed generally and informed of their options with respect to their participation in that process. However, consistent with trauma-informed interview and investigatory practices, victims should not be encouraged to make any immediate decisions with respect to future participation in that process. A victim who decides not to participate in the investigation or prosecution should not be required to sign a waiver form, as this decision can be documented in police reports and case files. The Parties will not use waivers regardless of whether they are permanent, as victims may interpret them as such, and may feel pressured into signing them. Victims who decide not to participate will be informed that their case can be reopened at their request, and will be given appropriate information about the timing and process for doing so.
- 13)** The Parties agree to develop a written document, to be provided to victims at the time of report, that will contain information on available services (including contact information such as specific contacts, addresses, phone numbers and websites), options for pursuing an investigation or prosecution, and the extent to which and with whom information (including personally identifying information) provided by the victim will be shared. Copies of this document will be provided to each victim at the time of report and maintained in the case file.
- 14)** The Parties agree to share resources to ensure adequate and appropriately designed facilities are made available to conduct interviews of victims and witnesses in incidents of sexual assault. The Parties will ensure that printed materials about advocacy, counseling, health care, legal services and other campus and community resources are available at the interview facility and that such materials are offered in a manner accessible to individuals with disabilities and limited English proficiency.

TRAINING

Training is essential to ensuring that the Parties to the MOU, and their employees and agents, are able to fulfill their responsibilities under the MOU and federal law. Below are examples of the elements of training the Parties should consider. Additional topics for training, beyond those set out below, should be considered by the Parties to the MOU to address any other public safety issues facing the campus community. The Parties also should ensure that the trainer has the skills, qualifications, and experience needed to conduct the particular type of training.

- 1) The Parties agree that any individual who may be required to conduct an investigation in response to a reported sexual assault will be given specialized, trauma-informed training, and periodic follow-up instruction, in responding to and investigating sexual assault in an effective and bias-free manner, including forensic interviewing and evidence gathering techniques, as well as trauma-informed and bias-free investigative skills that emphasize avoiding questions and behaviors that may contribute to the re-victimization of a victim or witness. Such training must also address how to identify an individual who may require immediate assistance or other services such as suicide counseling, protective custody placement or emergency medical/mental health treatment. The Parties will develop training in a manner that recognizes the unique needs and concerns of their diverse communities, including international or undocumented students.
- 2) The Parties agree to provide ongoing cross-training about the policies, procedures, and resources of all participants. In partnership with prosecutors, advocates, and sexual assault nurse examiners, the local law enforcement agency will develop and deliver regular trauma-informed training on sexual assault for the campus police department or campus security office, the heads of student organizations, residence life personnel, athletic department officials, and other IHE officials and student leaders with responsibility for safety-related matters, including the prevention, intervention, investigation, and response to sexual assaults and other crimes of violence. In reciprocity, the campus police department or campus security office and other IHE officials will provide regular trainings on the federal and state requirements regarding sexual assault prevention and response with which they must comply, including the Clery Act, Title IX, Title IV, the Safe Streets Act, Section 14141, FERPA, and other confidentiality and privacy statutes and policies. This training will highlight campus-based resources, reporting options for victims, the investigation process used in sexual assault cases, and the accommodations that schools can provide to sexual assault victims.

- 3) The Parties agree to develop and deliver job-specific, trauma-informed training for 911 dispatchers and first responders on how to handle reported incidents of campus sexual assault and other crimes of violence.
- 4) The Parties agree to jointly develop and deliver, on at least an annual basis, trauma-informed sexual assault response training for campus police or campus security and non-campus law enforcement officers who are employed by the Parties. Such training will include information on reporting requirements including anonymous or confidential reporting options that may be available to victims of sexual assault as well as pertinent information about all applicable confidentiality and privacy statutes, regulations, and policies that may pertain to such reporting. Such training should also include: interviewing techniques that factor in the dynamics of sexual assault, investigation guidelines, a discussion about consent, the role of drugs and alcohol in campus sexual assault, the prevalence of bias in campus sexual assault investigation and disciplinary proceedings, responding to reported assaults of or by lesbian, gay, bisexual, or transgender individuals, the differences between offenses committed by strangers vs. non-stranger assailants, state and federal laws governing disclosure of information about sexual assault involving students, and unique needs and concerns of victims from the IHE's diverse communities, including international or undocumented students.

MISCELLANEOUS

- 1) Each Party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.
- 2) No provision of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.
- 3) This MOU is effective upon signature by each Party.
- 4) This MOU may be terminated upon 30 days' notice by any Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination should be done in writing.
- 5) This MOU may be executed in counterparts.
- 6) The Parties agree that costs associated with this MOU will be covered as follows [insert appropriate language].