

Model 610 CMR 14.00 MOU for use by a Massachusetts College or University and a Local Law Enforcement Agency

This Memorandum of Understanding (MOU) is entered into by and between
[redacted] (Institute of Higher Education or IHE) and
[redacted] (Local Law Enforcement Agency or LLEA).

I. Purpose

The purpose of this MOU is to comply with M.G.L. c.6 §168E (c) and 610 CMR 14.00 by facilitating opportunities for communication between the IHE and LLEA and establishing the respective roles and responsibilities of both the IHE and the LLEA regarding the prevention of and response to sexual misconduct.

II. Primary Points of Contact

The primary points of contact between the IHE and the LLEA on matters involving the interpretation and enforcement of this MOU shall be:

[redacted]
For IHE

[include contact information]

[redacted]
For LLA

[include contact information]

III. Jurisdiction

The IHE's campus security department, [be specific, and name which department/division is responsible], generally has primary jurisdiction for any criminal investigation of an incident of alleged sexual misconduct¹ occurring on the IHE's campus or in facilities in [city/town] that are owned, used or occupied by such IHE, together "campus".² The LLEA generally has primary jurisdiction for any criminal investigation of an incident of alleged sexual misconduct in all other locations in [city/town], together "off-campus", but the parties recognize that circumstances may require a cross-jurisdictional or multi-jurisdictional response. [Optional: Please see attached map of "campus" and "off-campus".]

IV. Agreed Upon Protocols

- A. The LLEA will contact the IHE's campus security department as promptly as practical under the circumstances, regarding any report(s) it receives of alleged criminal sexual misconduct involving IHE's students, employees, or community members [consider institution-specific definition of "community members"], regardless of location within LLEA's city/town;
- B. Depending on the location of the alleged incident, either the IHE campus security department or the LLEA will have primary responsibility for any criminal investigation of the incident as set forth in Section III above. The IHE's campus security department and LLEA shall provide investigative support to each other upon request and as appropriate, (subject to the information sharing provisions in Section IV.D. below);

¹ For purposes of this MOU, the term "sexual misconduct" has the same meaning as set forth in 610 CMR 14.02.

² Per M.G.L. c. 22C, § 63, if IHE's campus security department has designated "special state police officers" or "SSPOs," such SSPOs have jurisdiction over criminal incidents "committed in or upon lands or structures owned, used or occupied by such college [or] university. . . ."

- C. IHE will respond to any IHE student, employee, or community member who reports an incident of sexual misconduct in accordance with the IHE’s policies and procedures for addressing incidents of sexual misconduct **[insert link or appendix to any and all applicable policies or procedures]**;
- D. For cases involving a cross- or multi-jurisdictional response and/or a transfer of authority, relevant documentation and information generated or acquired during LLEA or IHE campus security department investigation may be shared between the IHE campus security department and the LLEA as permitted by federal and state law and where the victim/complainant consents to the release of such documentation and information; **[Optional: List or describe any protocols or agreements for sharing information.]**
- E. To the extent such notification is appropriate, the IHE and the LLEA agree that notification of an incident of alleged sexual misconduct to the **_____ County District Attorney’s Office**, will be made by the party (IHE campus security department or the LLEA) with primary responsibility for any criminal investigation of the incident (as set forth in Section III above);
- F. The IHE and LLEA agree to identify any opportunities for sharing best practices and training resources regarding the prevention of and response to sexual misconduct. **[Optional: List or describe any identified and implemented opportunities for sharing best practices or training resources]**
- G. The IHE and the LLEA shall review this MOU no less than every three years in accordance with M.G.L. c.6 §168E (c) and 610 CMR 14.00.

V. Effective Date

This agreement is entered into and effective as of the date last signed below and shall remain in effect until terminated by either the IHE or the LLEA upon not less than thirty (30) days’ prior written notice by one party to the other.

VI. Signature

This MOU is executed as a document under seal governed by the laws of The Commonwealth of Massachusetts.

[Insert Name] _____
[Insert Title] **[Insert Date]**
[Insert IHE]

[Insert Name] _____
[Insert Title] **[Insert Date]**
[Insert LLA]