

### **GUIDE TO THE MODEL MEMORANDUM OF UNDERSTANDING:**

Under Educ. L. Art. 129-B, colleges may enter into agreements with sexual assault services organizations to provide prevention and response services related to sexual assault, domestic violence, dating violence, and stalking. The Model MOU may be used by colleges and Enough is Enough-funded (EiE) sexual assault services organizations to formalize these agreements, and Colleges and EiE organizations should feel free to modify the MOU according to their specific needs and partnership.

#### **A few important notes on the Model MOU to consider at the outset:**

Types of Conduct: The MOU covers prevention and response to sexual assault, domestic violence, dating violence and stalking, as those are the specific categories of conduct covered by Educ. L. Art.129-B. Colleges and organizations should determine whether the activities in the agreement are ones they are intending to cover with respect to all four types of conduct, and tailor accordingly.

Employees: The MOU includes an option to cover services for employees. While employees are not covered by Educ. L. Art. 129-B, they are protected by other state and federal laws, and student employees are also covered as students. Colleges and EiE organizations should determine if they would like to cover employees within their agreement and adjust accordingly.

Timeline: No specific timeline or expiration date is included, but Colleges and EiE organizations should consider revisiting the agreement and considering any revisions every few years.

#### **Explanations of each section of the Model MOU for your reference:**

##### 1. Description of Partner Agencies

Outlines pertinent information about each partner to provide guiding context for the agreement.

##### 2. History of Previous Collaboration

Partnerships between colleges and local organizations to provide sexual assault prevention and response services have existed since before the enactment of Educ. L. Art.129-B. This section allows partners to outline any previous partnership before detailing the prospective agreement.

##### 3. Role of Organization

Outlines Services that Will Be Provided by the EiE Organization.

- Subsection A-3 is required by Educ. L. Art. 129-B (in § 6444(3)). The rest of subsection A is not specifically required to be created or provided by colleges under Educ. L. 129-B, but that we recommend including to ensure the best provision of services to students.
- Subsection B-1 includes activities (a)-(f) that are recommended to ensure best provision of services to survivors and have traditionally been provided by EiE organizations under these agreements, and activities (g) – (m) that would enable an EiE Organization to assist a College with Educ. L. Art. 129-B compliance itself. Finally, it includes activity (n) to allow the partners to agree to other activities as appropriate in their specific situation.

#### 4. Role of College

Outlines expectations for the level of coordination between the college and the organization, as well as the role of the college in providing prevention and response services to students.

- Subsection A includes 6 commitments activities that are recommended to ensure the best partnership between the college and the organization.
- Subsection B includes two activities that are required of colleges by Educ. L. Art. 129-B (in § 6444).

#### 5. Confidentiality

Confirms that the organization's employees or volunteers who are considered confidential resources will not share student (or employee, if the agreement covers employees) contacts unless the individual wishes for the information to be shared or it is otherwise required. This allows the organization's confidential resources to serve as options for confidential disclosure under Educ. L. Art. 129-B (referenced in § 6446).

#### 6. Termination

Prescribes a 30-day notification to terminate the agreement.

#### 7. General Provisions:

This section includes other mandatory/boilerplate language that should be included in an MOU as a legal agreement. In addition to the provided subsections, colleges and organizations should consider adding any other important legal provisions that you would like to or need to include in the agreement per your legal counsel.

#### 8. Signatory

This section includes space for each partner to sign the agreement to effectuate it. The signatory should be someone with authority to sign on behalf of the organization.