Memorandum of Understanding Between

[**Organization**] and [**College**]

This Memorandum of Understanding (“MOU”) is entered into by [**Organization**] and [**College**]. The parties share the goals of (1) preventing sexual assault, domestic violence, dating violence, and stalking on [**College**]’s campus and in the community, and (2) responding appropriately to students and employees who have been victimized. The MOU formalizes the commitment of the parties to work together to provide trauma-informed and culturally-responsive services to student [and employee] victims and survivors of sexual assault and to improve the overall response to sexual and interpersonal violence at [**College**].

1. **Description of Partner Agencies**

[**Description of the Organization**: Include (1) the Organization’s mission; (2) a list of services offered by Organization, (3) the population served by the Organization, and (4) the number of individuals served by the Organization. Description may also include New York state Enough is Enough funding received by program for the purpose of providing the services described in this Memorandum of Understanding.].

[**Description of the College**: Include the (1) College’s mission; (2) date founded, and (3) the number of students enrolled].

1. **History of Previous Collaboration**

[**Describe the existing relationship between the Organization and the College.** For example: *“College and Rape Crisis Center have collaborated for the [insert # of years collaborating] on programs to prevent sexual violence on campus. Rape Crisis Center has conducted [insert #] on-campus educational programs for students of College and provided professional training for health center staff. This MOU builds on the previous collaboration to provide services to victims and training to additional school officials.”*].

1. **The Role of [Organization]:**

**The [Organization] agrees to:**

1. **{Coordination}** facilitate coordination with [**College**] in order to provide victim services and prevention programming and trainings by**:**
   1. appointing a qualified Coordinator of Services to focus on making services accessible to and appropriate for students and employees referred by [**College**];
   2. meeting regularly with [**College**]’s Title IX Coordinator or designee to share information about (1) victims’ needs, (2) trends in sexual assault, domestic violence, dating violence, and stalking services provided, (3) additional services needed by the students [or employees], and (4) the effectiveness of [**College**]’s sexual assault, domestic violence, dating violence, and stalking prevention and response program;
   3. participating in [**College**]’s sexual assault response team or other coordinated team effort.
   4. informing students or employees about all resources available, including intervention, mental health counseling, medical services, sexual assault forensic examinations, and resources available through the [**Organization**], [**College**], the New York State Office of Victim Services (OVS), or other applicable entities;
   5. offering to assist students [and employees] with filing a complaint or report; and
   6. using appropriate trauma-informed methods to assess the effectiveness of the services provided to students [and employees].
2. **ACTIVITIES**
   1. Based on the agreement between [**College**] and [**Organization**], the following activities will be conducted for, or in partnership with, [**College**]
      1. Provide information to victims about available resources including but not limited to advocacy, counseling, medical services, information about Sexually Transmitted Infections (STIs), human immunodeficiency virus (HIV), emergency contraception, sexual assault forensic examinations and OVS resources;
      2. Provide 24-hour access to crisis intervention services, accompaniment of victims to medical facilities for sexual assault forensic examinations, in-person and telephone crisis counseling, advocacy on behalf of the victims, counseling, support groups and referrals to other needed services;
      3. Provide information about methods to anonymously disclose an incident including information on relevant confidential hotlines provided by NYS agencies and not-for-profit entities;
      4. Accompany, assist and advise victims throughout the judicial or conduct process including during all meetings and hearings related to the process;
      5. Undertake training or awareness efforts to combat domestic violence, dating violence, stalking and/or sexual assault in a general way that does not identify those who disclose or the information that was disclosed;
      6. Assist [**College**] in accessing sexual assault forensic examinations conducted by a sexual assault forensic examiner in a local hospital emergency room;
      7. Assist with required campus climate assessments;

(For all of the following, assistance can be direct to population or in the form of train-the-trainer):

* + 1. Deliver, or assist in the delivery of a comprehensive student onboarding and ongoing education campaign to educate members of the [**College**] community about domestic violence, dating violence, stalking and sexual assault;
    2. Assist [**College**] with providing education to all new first-year and transfer students on a range of relevant topics, using a method and manner appropriate to the culture of [**College**];
    3. Assist [**College**] to develop and implement multiple methods to educate students about violence prevention and share information on domestic violence, dating violence, stalking and sexual assault with parents/guardians of enrolling students;
    4. Assist [**College**] with providing to all students general and specific training in domestic violence, dating violence, stalking and sexual assault prevention;
    5. Assist [**College**] with providing training to such groups as international students, students who are also employees, leaders and officers of registered or recognized student organizations, and online and distance education students. Assist [**College**] with providing training to groups identified by [**College**] as high-risk populations;
    6. Assist [**College**] with providing education to student-athletes and student organization leaders regarding domestic violence, dating violence, stalking and sexual assault; and
    7. Other activities agreed upon by [**College**] and [**Organization**].

1. **The Role of [College]**

[**College**] agrees to:

1. **{Coordination}** facilitate coordination with [**Organization**] in order to provide victim services and sexual assault prevention and trainings by:
   1. identifying a central point of contact for [**Organization**] staff to facilitate referrals for confidential services;
   2. providing training to [**Organization**] staff about : (1) on-campus resources that are available to student [and employees] victims of sexual assault, domestic violence, dating violence, and stalking; and (2) the federal and state legal requirements for [**College**];
   3. informing [**Organization**] about [**College**]’s reporting obligations and identifying those [**College**] employees with whom students can speak confidentially (and any exceptions to that confidentiality);
   4. informing [**Organization**] about [**College**]’s prohibition on retaliation, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation;
   5. ensuring availability of the Title IX Coordinator or designee to meet regularly with [**Organization**]; and
   6. collaborating with [**Organization**] to create and administer prevention programming.
2. **{Services and Information}** provide employees and students with the following:
   1. print and/or online materials that explain the elements of the Bill of Rights pursuant to Education Law 6443 as well as (1) what reporting options are available, including internal and external confidential resources (2) how to file a complaint with [**College**], (3) how to report a crime to campus or local law enforcement, and amnesty from drug and alcohol use charges for victims and bystanders pursuant to Education Law 6442; and
   2. Pursuant to Education Law 6444, a Title IX coordinator or other appropriate official trained in interviewing victims of sexual assault upon the first instance of disclosure by a reporting individual will provide the student or employee with information regarding (1) the student’s or employee’s right to file a report with the Title IX coordinator or appropriate official, (2) the importance of preserving evidence; (3) whether the official may keep the student’s or employee’s contact and statements confidential; and (4) the criminal justice system’s heightened standards of proof and dissimilar process and direct the student or employee to address any questions regarding the penal law to law enforcement or the district attorney.
3. **Confidentiality**

Student[/employee] contact with any of [**Organization**]’s confidential resources will remain confidential and will not be shared with [**College**] unless:

1. the student [or employee] wishes for such information to be shared with [**College**]; or
2. state or federal laws require that such information be shared with [**College**].
3. **Termination**

Either party may terminate this agreement by a 30-day notification in writing to the other party.

1. **General Provisions**
2. [**Optional**: Insert any relevant provisions required or desired in Memoranda of Understanding by the school or organization].
3. Agents and Agency. The parties agree that their relationship to each other shall be that of independent contractors. Employees supplied by either party to the performance of this MOU shall not for any purpose be considered employees or agents of the other party. Each party shall be solely responsible for supervision, daily direction and control of its employees in the performance of this MOU.
4. Choice of Law. This agreement shall be governed and construed in accordance with the laws of New York, without regard to choice-of-law principles, and all claims relating to or arising out of this agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State.
5. Merger Clause [Required for SUNY campuses] This Agreement, including State University of New York Exhibit A attached, contains the entire agreement between the parties. In the event of a conflict between this Agreement and Exhibit A, Exhibit A shall control.

in Witness thereof to this MemorandUm of Understanding has been executed on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

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| [**College**] | [**Organization**] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [*College*] | [*Organization*] |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |