**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**[REQUESTING AGENCY]**

**AND**

 **[AGENCY]**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the { agency name] , whose address is , and the [agency name] , whose address is .

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the SART (sexual assault response team) will meet and function. [Include a general description of the geographical boundaries of the territory covered by the MOU.]

**3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than [time frame] This MOU may be terminated, without cause, by either party upon [time frame] written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

**4. Responsibilities of [agencies].** [Delineate all obligations of the first party listed above. Include the agency’s responsibilities for costs and expenses related to the SART, including the cost of wages, salaries, benefits use of equipment belonging to other agencies while acting pursuant to this MOU.]

**6. Responsibilities of [other agencies].** [Delineate all obligations of the other agencies listed above. Identify the agency covered by this MOU, and include the agency’s responsibilities for costs and expenses related to the SART, including the cost of wages, salaries, benefits and use of equipment belonging to an agency while acting pursuant to this MOU.]

**7. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of [insert State name] . The courts of the State of [insert State name] shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the [insert the Judicial District and County] , [insert State name] .

**D. Entirety of Agreement.** This MOU, consisting of [insert number], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Sovereign Immunity.** The [requesting law enforcement agency] and the [assigning law enforcement agency] and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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**8.Signatures.**In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

 The effective date of this MOU is the date of the signature last affixed to this page.

**[AGENCY]**

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Name and Title Date

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Name and Title Date

**[AGENCY]**

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Name and Title Date

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Name and Title Date