

# MEMORANDUM OF UNDERSTANDING

between OJJDP, U.S. Attorney and ICAC Task Force

## PARTIES

The grantee, \_\_\_\_\_, is the recipient of a United States Department of Justice (**DOJ**), Office of Justice Program (**OJP**), Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) grant to enforce laws regarding Internet crimes against children (**ICAC**), and the grantee utilizes this grant for the sole purpose of administering and operating an ICAC Task Force. The grantee agrees to work with the Office of the United State Attorney for the District of \_\_\_\_\_ (if more than one USAO is part of the ICAC's jurisdiction, all should be named) to support and advance the goals of Project Safe Childhood, a DOJ initiative.

The parties to this Memorandum of Understanding (MOU) are the grantee, OJJDP, and the United States Attorney's Office for the District of \_\_\_\_\_.

## OVERVIEW / MISSION STATEMENT

OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement Investigative units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to child pornography cases and the sexual assault and abuse of children facilitated by technology. Financial assistance from OJJDP provides monies for the investigative and forensic work of the grantee, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. The grantee acknowledges that all ICAC Task Forces act as partners in a nationwide effort to combat child exploitation facilitated through the use of technology.

ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses. The national policy objectives for ICACs are: (1) increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of ICAC-qualifying (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to ICAC offenses; (4) enhance the

nationwide response to ICAC offenses; and (5) develop and deliver ICAC public awareness and prevention programs.

The primary purpose of the ICAC Task Force program is to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims.

## **PURPOSE**

The purpose of this MOU is to define the responsibilities of the grantee, an ICAC Task Force, and the U.S. Department of Justice.

## **INVESTIGATIONS**

ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

It is the mission of the grantee is to identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography. As part of the primary mission, the ICAC Task Force must be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or child pornography offenses. The grantee must also sponsor community education efforts regarding the prevention of internet crimes against children and provide ICAC training to other state and local law enforcement officials.

As part of its primary mission, each ICAC Task Force will:

1. Conduct undercover ICAC investigations; and
2. Conduct reactive investigations for which venue lies within the ICAC Task Force's jurisdiction(s), including investigations of child pornography, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

The grantee will ensure that:

(1) only sworn law enforcement personnel will conduct undercover ICAC investigations, (2) each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations, and (3) ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached).

Violation of the ICAC operational standards is cause for cancellation of your grant with OJJDP.

Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The grantee agrees to use the guidelines in the ICAC Investigatives Standards to prioritize cases:

An additional role of ICAC Task Forces is to educate both children and parents regarding online dangers, and empower them with information so they may surf the Internet in safety. Task force personnel will conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business community, and other individuals concerned about Internet child safety issues.

## **GOALS FOR CASES PROSECUTED**

Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The grantee agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent, (a) reflect the seriousness of the offense, (b) promote respect for the law, (c) provide just punishment for the offense, (d) afford adequate deterrence to criminal conduct, (e) protect the public from further crimes of the defendant, and (f) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner. Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

The United States Attorney's Office for the District of \_\_\_\_\_ will provide federal prosecution support for the Task Force and has committed to prosecute cases investigated by the ICAC Task Force Agencies.

## **LIABILITY**

The grantee is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.

## **REPORTING STATISTICS**

The grantee will provide quarterly reports to the Department of Justice on the ICAC Case Tracking Form. The grantee is responsible for reporting data of its subgrantees as part of this unified report.

## **TRAINING**

The grantee shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

## **MEDIA**

Media outreach on cases must be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules.

## **CONFIDENTIALITY**

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

## **CONSISTENCY**

No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

## **EFFECTIVE DATE**

This agreement shall be effective on \_\_\_\_\_, 2007 and continue until such time as federal funding for the Grant ends or the agreement is canceled by either party upon written notice delivered to both agency directors.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2007.

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For the Office of Juvenile Justice and Delinquency Prevention

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For the ICAC Task Force (“grantee”)

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For the United States Attorney’s Office