

**MEMORANDUM OF UNDERSTANDING
FOR REPORTING PROGRAM FOR CONTROLLED SUBSTANCES
PRECURSORS AND EQUIPMENT
USED IN EDUCATION AND RESEARCH**

I. PARTIES and PURPOSE

The Department of Public Safety (DPS) and the Texas Higher Education Coordinating Board (THECB) enter into this Memorandum of Understanding (MOU) to establish and maintain guidelines for a reporting program for controlled substances and related analogues, chemical precursors, and laboratory apparatus, used in applicable education or research institutions. THECB will implement the below recording measures in Institutions of Higher Education (IHE) to the extent of its statutory and regulatory authority and the availability of staffing in conjunction with DPS.

II. BACKGROUND and AUTHORITY

Many of the chemicals, analogues, and precursors, as well as equipment used in laboratories of IHE and research in the State of Texas can be misused to aid in the production of harmful controlled substances. A robust reporting program and inventory of these chemicals and equipment can reduce and prevent harmful and criminal activities. Accordingly, DPS and THECB agree to these guidelines to allow the beneficial research and education programs while minimizing potential for harm to public safety and health.

The principles of this MOU, and the definitions of chemical Precursors, chemical laboratory apparatus, controlled substance, and controlled substance analogue are governed by the Texas Health and Safety Code Chapter 481 (Texas Controlled Substances Act). While the MOU is required by the Texas Controlled Substances Act, ultimate responsibility for compliance with Texas Controlled Substances Act remains with the individual IHEs, not the THECB.

III. AGREED REQUIREMENTS OF THE PROGRAM

A. Record and Report Requirements

1. Subject to the limitations of its statutory and regulatory authority and the availability of staffing, THECB will cooperate with DPS to ensure that IHE subject to this MOU will maintain all purchase and transfer records relating to controlled substances, controlled substance analogues, precursor chemicals and laboratory apparatus.
2. Subject to the limitations of its statutory and regulatory authority and the availability of staffing, THECB will cooperate to ensure that an IHE subject to this MOU that discovers a loss, pilferage, theft, or an inventory discrepancy that cannot reasonably be explained by accidental or normal loss, of a controlled substance, controlled substance analogue, precursor chemical, or laboratory apparatus will report the incident to the appropriate law enforcement agency and submit a written RSD-905 form to the DPS no later than three business days after the date of discovery.

B. Audits and Inspection

Subject to the limitations of its statutory and regulatory authority and the availability of staffing, THECB will cooperate to ensure that the IHE subject to this MOU will permit any DPS representative to conduct audits and inspections of all records made in accordance with the MOU at any reasonable time and will not interfere with the discharge of the representative's duties.

C. Security and Storage

Subject to the limitations of its statutory and regulatory authority and the availability of staffing, THECB will cooperate to ensure that the IHE subject to this MOU maintain security of the controlled items by means that afford a reasonable sense of safety and accountability, such as electronic records keeping and physical security. In addition, the institution will require that the controlled substances and precursor chemicals be stored in accordance with recommendations of the manufacturer.

D. Contact Information from Institutions of Higher Education

Subject to the limitations of its statutory and regulatory authority and the availability of staffing, THECB will cooperate to ensure that each IHE subject to this MOU will appoint one or more individuals, as needed, to be responsible for implementing the security measures established by the institution. The institution will annually provide a list of these individuals to DPS and will ensure that these individuals serve as the contact between the institution and DPS.

IV. TERM AND TERMINATION

This MOU is effective on its execution date, and will terminate in five years, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This MOU may only be amended by mutual written agreement of the parties.

V. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Jason D. Hester, Assistant Chief
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If to THECB: Dr. Stacey Silverman, Assistant Commissioner
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The undersigned signatories have full authority to enter into this MOU on behalf of the respective parties.

Department of Public Safety

Wayne A. Mueller
Chief, Regulatory Services Division

06/04/2020
Date

Texas Higher Education Coordinating Board

Raymundo Martinez
Deputy Commissioner, Academic Affairs and
Workforce Education

May 21, 2020
Date



OGC Reviewed