

# Memorandum of Understanding Between Des Moines University and Drake University

## Scope and Purpose

This Memorandum of Understanding (MOU) sets the terms and understanding between Des Moines University and Drake University, for Laboratory Animal care and housing assistance, in the case of an emergency.

It may become necessary that the resources of the Institutional Animal Care and Use Committee (IACUC) and the laboratory Animal Care Facility (ACF) be made available to a Requesting Institution to prevent and combat the effect of natural, man-made or technological disasters or other emergencies.

Each Institution will voluntarily aid and/or assist each other, when possible, in the event of disaster, by the exchange of IACUC and ACF services and facilities, including, but not limited to care, shelter, veterinary medical, life and safety needs that could arise in the event of a disaster that impacts laboratory animal care and wellbeing.

This agreement applies only to laboratory animal care matters and does not impact or cover any other aspect of the Institutions' operations or any other animals.

This MOU outlines the general manner of requesting such aid and assistance.

## Definitions

***Requesting Institution*** - the Institution requesting aid.

***Providing Institution*** - the Institution providing aid and assistance.

***Disaster or other emergency*** - the occurrence or imminent threat of widespread or severe damage, injury, loss of laboratory animal life, or laboratory animal suffering resulting from, natural incidents, explosions, fires, collapses, riot, or any other incident which directly affects laboratory animal health or safety.

***Aid and Assistance*** - includes, but it not be limited to, personnel, equipment, facilities, services, supplies, laboratory animal housing, transportation, and other resources.

***Authorized Official*** - the Institutional Official, or other individual, designated by and authorized in writing by the President or Vice President for Research, to request, offer, or provide aid under the terms of this MOU, or who has either apparent or ex-officio authority to so act.

***Animal Care Facilities*** - the centralized laboratory animal care and housing location for each Institution.

***Emergency Response Plan*** - the systems and procedures described in the *Animal Care and Use Emergency Response Plan* adopted by each Institution.

## **Mutual Aid**

The ACF of each Institution mutually agree to provide aid and contingency service to each other on a voluntary basis when reasonably possible.

## **Requesting Assistance**

An Institution may request assistance from the other Institution when the Requesting Institution has concluded that such assistance is essential to protect laboratory animal wellbeing or animal life. The Requesting Institution shall include in its request for assistance:

- the type of aid or assistance or resources needed,
- essential equipment needed,
- type of housing and number of animals if relocation is required,
- inventory, transportation requirements and other special considerations; and
- reporting instructions upon arrival at the Requesting Institution.

Requests for assistance shall be made by the Requesting Institution's Authorized Official. Such requests may be made in person, by telephone or other electronic means, followed by a written confirmation of the request.

## **Assistance Provided**

The Institutions shall attempt to provide each other with aid and/or assistance in the event of a local disaster or emergency. No party shall be required to unreasonably deplete its own resources, facilities, and services in furnishing assistance. An Institution may decline to assist due to its own laboratory animal care requirements or for any other reason. Refusal to assist is at the sole discretion of the Providing Institution. However, if an Institution determines it is unable to provide aid and assistance, it will promptly inform the Requesting Institution. Both Institutions will develop a plan providing for the effective mobilization/demobilization and utilization of all its ACF resources to cope with disasters or emergencies.

When assistance or resources are provided, the Providing Institution will inform the Requesting Institution about the resources it can supply. The Requesting Institution will supply stockpiled resources for animal care, as described in their Emergency Response plan, if animals are moved to the Providing Institution.

Any animal transferred pursuant to this MOU will be subject to quarantine requirements and procedures of the Providing Institution.

The duration of assistance shall be determined in advance, prior to mobilization of resources and agreed upon by both Institutions. Thereafter, assistance may be extended in increments agreed upon by the Authorized Officials. Personnel, equipment, and other resources may be recalled by the Providing Institution for its own Laboratory Animal Care needs if circumstances so warrant. The Providing Institution will make a good faith effort to provide at least twenty-four (24) hours' notice of any intent to terminate such assistance, if possible.

The emergency response plans of each Institution will be followed within their respective facilities, regardless of their role in requesting or providing aid. Animal Care Facility supervisors/directors shall retain control of their respective Institution's resources.

### **Reporting and Record Keeping**

The Requesting Institution will maintain records regarding the aid requested and received under this MOU. Each Institution will maintain Laboratory Animal Care records.

### **Reimbursement for Costs**

The Providing Institution will be reimbursed for aid and assistance per their standard per diem rates for staff, supplies, housing and related laboratory animal services. Costs associated with any employees' travel to the Requesting Institution to assist with transport of the animals/equipment, plus other costs, including overtime pay to Providing Institution's employees, incurred as a direct result of providing services, will also be reimbursed.

The Providing Institution will document all incurred cost for providing aid and assistance, including but not limited to, staff time sheets, mileage, and accounting of all damaged or expended resources, etc.

**Non-Reimbursable Costs:** The Requesting Institution will not be responsible for reimbursing costs or expenses associated with benefits to the Providing Institutions' employees, due to personal injury or death, occurring during the periods of time such employees are engaged in the rendering of aid and/or assistance. It is mutually understood that each Institution will be responsible for payment of such workers' compensation benefits to their own employees. The Requesting Institution will not be responsible for reimbursing costs or expenses associated with damage to the Providing Institutions' equipment or facility.

Likewise, the Providing Institution will not be responsible for reimbursing the Requesting Institution for costs or expenses associated with damage to the Requesting Institution's equipment or animals during emergency aid or assistance.

## Resolution of Implementation Questions

Any questions about the implementation of the MOU should be directed to that Institution's Authorized Officials. The Authorized Officials from each institution (or their designated representative(s)) will consult with one another to achieve mutually agreeable ways to address any issues that may arise.

## Duration

This MOU is at-will and may be modified by mutual written consent of the Authorized Officials from Des Moines University and Drake University. This MOU shall become effective when signed by the Authorized Officials from Des Moines University and Drake University. It will remain in effect, until modified or terminated by either institution by mutual consent.

## Acceptance and Approval of Authorizing Officials

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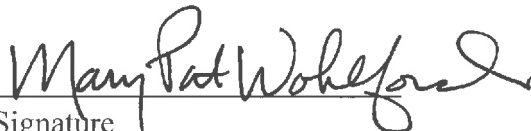
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