

**UNIVERSITY OF CALIFORNIA
MEMORANDUM OF UNDERSTANDING FOR THE
CARE OF LABORATORY ANIMALS IN
THE EVENT OF EMERGENCY OR DISASTER**

Scope and Purpose:

This Memorandum of Understanding (MOU) is made and entered into by and between the UCOP; the IACUCs and the Laboratory Animal Care Units of University of California campuses listed below and the Lawrence Berkeley National Laboratory (collectively referred to as "Campuses"). This MOU is intended to document the intention of the participating University of California Campuses to render Laboratory Animal Care and housing assistance in case of an emergency. This MOU is intended to meet the requirements for Mutual Aid Agreements as described in FEMA Public Assistance policy 9523.6, the California Disaster and Civil Defense Master Mutual Aid Agreement and the University of California Office of the President Facilities Manual Volume 6.

Applicability:

It may become necessary that the resources and facilities of the IACUCs and Laboratory Animal Care Units of University of California be made available to a Requesting Campus to prevent and combat the effect of natural, man-made or technological disasters or other emergencies; and

It is desirable that each of the Campuses should voluntarily aid and/or assist each other when possible in the event of disaster, by the exchange of IACUC and Laboratory Animal Care Units 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 only applies to laboratory animal care matters and does not impact or cover any other aspect of Campuses' operations or any animals other than laboratory animals.

It is necessary and desirable that this cooperative MOU be executed for the interchange of such mutual aid among the Campuses, on a campus to campus basis;

This MOU outlines the general manner of requesting such aid and assistance before the actual need for the same should arise.

AGREEMENT:

SECTION 1. Definitions:

As used herein:

"Requesting Campus," shall mean the Campus requesting aid.

"Providing Campus," shall mean the Campus or Campuses affording or responding to a call for aid.

"Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, or 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" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, laboratory animal housing, transportation, and other resources. FEMA considers "mutual

aid” to be voluntary and therefore is usually not reimbursable; however “mutual assistance” is reimbursable.

“Authorized Representative” shall mean a campus official, designated by the campus Vice Chancellor for Research, and authorized in writing by the Vice Chancellor for Research, to request, offer, or provide assistance under the terms of this MOU, or has either apparent or ex-officio authority to so act.

“Laboratory Animal Care Unit(s)” shall mean the centralized laboratory animal care and housing for each separate University of California campus.

“Incident Command System and Use Standard Operating Procedures” shall mean those systems and procedures described in the Emergency Management and Continuity Programs adopted by each of the Campuses.

SECTION 2. Mutual Aid

The individual Laboratory Animal Care Units of each of the Campuses mutually agree to provide mutual aid and contingency service to each other on a voluntary basis when reasonably possible. The Requesting Campus shall reimburse the Providing Campus for costs incurred by the Providing Campus in connection with providing such aid, including animal per diems.

SECTION 3. Requesting Assistance

A Campus may request assistance from any other Campus when the Requesting Campus has concluded that such assistance is essential to protect Laboratory Animal well being or laboratory animal life. The Requesting Campus shall include in its request for assistance:

- the type of aid or assistance or resources needed,
- which campus will provide all or part of essential equipment,
- the mission being tasked,
- inventory, transportation requirements and other special considerations, and
- reporting instructions upon arrival at the Requesting Campus.

Requests for assistance shall be made by the Requesting Campus's Authorized Representative. Such request may be made in person by telephone or other electronic means, to be followed as soon as practicable by a written confirmation of that request.

SECTION 4. Assistance Provided

Pursuant to the terms and conditions set forth in this MOU, the Campuses 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 deplete unreasonably its own resources, facilities, and services in furnishing assistance. A campus may decline to provide assistance due to its own laboratory animal care requirements or for any other reason. Refusal to assist is at the sole discretion of the Providing Campus. However when a campus determines it is unable to provide requested aid and assistance, it shall so inform Requesting Campus as soon as reasonably possible. Each party hereto shall develop a plan providing for the effective mobilization/demobilization and utilization of all its Laboratory Animal Care Units resources and facilities to cope with disasters or emergencies.

If the Providing Campus offers aid, assistance or resources to the Requesting Campus, Providing Campus will alert the Requesting Campus about what resources it can supply.

Unless otherwise agreed, this MOU and the operational plans adopted as a result shall not supplant existing agreements between some of the parties providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis.

The duration of the Providing Campus' assistance shall be determined in advance, prior to mobilization of resources and agreed upon by both Campuses. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Providing Campus and the Requesting Campus. Providing Campus personnel, equipment, and other resources shall remain subject to recall by Providing Campus for its own Laboratory Animal Care needs if circumstances so warrant. Providing Campus shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Requesting Campus's intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

Any animal transferred pursuant to this MOU will be subject to quarantine requirements of the Providing Campus, if any, and will also be subject to applicable state and federal regulations as well as the procedures of the Providing Campus.

SECTION 5. Command and Control at the Emergency Scene

During an emergency, all Providing and Requesting Campus personnel shall operate under the Incident Command System and use Standard Operating Procedures when responding to incidents involving Laboratory Animal Care and animal housing aid, pursuant to campus Emergency Operations Plans.

The Providing Campus personnel shall report with equipment to the incident command post, staging area, or other location as directed by the Requesting Campus. The supervisor of the Providing Campus resources shall meet with the incident commander or appropriate sector officer of the Requesting Campus for a briefing and assignment.

The supervisor of the Providing Campus resources shall retain control of the Providing Campus' resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

It is understood that the purpose of this section is to maintain order, command and control at the emergency scene.

SECTION 6. Reporting and Record keeping

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

SECTION 7. Reimbursement for Costs

Requesting Campus shall reimburse Providing Campus for: the cost of providing the Laboratory Animal Care supplies, staff, resources and housing, and related laboratory animal services at the Providing Campus' standard per diem rates for animal housing and supplies; and Providing Campus employees' travel to the Requesting Campus to assist with transport of the animals/equipment, plus other costs, including overtime pay to Providing Campus employees, incurred as a direct result of providing services under this MOU.

The Requesting Campus shall claim costs reimbursed to the Providing Campus(es) and seek reimbursement from State and Federal emergency agencies under applicable Public Assistance programs. Providing Campus will agree to document all recoverable costs according to the prevailing disaster finance procedures of the Requesting campus, but also shall include staff time sheets for the purposes of cost reimbursement from the Requesting Campus, mileage, and accounting of all damaged or expended resources.

The University maintains two system-wide insurance coverage programs that may respond to this type of issue:

1. Property: Responds to damage to property or equipment owned by University, regardless of the campus (Note: the research animals are not covered under this insurance)
2. General Liability: Responds to any third parties that bring claims against the University for damage of a property owned by a third party.

Non-Reimbursable Costs: Requesting Campus shall not be responsible for reimbursing any amounts paid or due as benefits to Providing Campus' 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 under this MOU. It is mutually understood that Requesting Campus and Providing Campus shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

Requesting Campus shall not be responsible for reimbursing Providing Campus for costs or expenses associated with damage to the Providing Campus' equipment or for claims arising from the injury or death of Providing Campus's personnel when responding or performing under the MOU.

The Providing Campus shall not be responsible for reimbursing the Requesting campus for costs or expenses associated with damage to the Requesting Campus' equipment or animals that occurs in connection with the rendering of aid under this MOU, or for claims filed in connection with any injury or death of Recipient Campus' personnel that occurs in connection with the rendering of aid under this MOU.

In the event that the Campuses' personnel receive claims from third parties in connection with activities conducted under this MOU, those claims shall be referred to the Campus Director of Risk Management who will see that the claim is submitted to the University's Third-Party claims administrator and handled accordingly.

SECTION 8. Resolution of Implementation Questions

Any questions about the implementation of the MOU on a particular campus should be directed to that campus's VCR (or his or her designee). The VCRs of the Requesting and Providing Campuses (or their designated representatives) will consult with one another to achieve mutually agreeable ways to address any issues that arise with respect to the working relationship between the campuses in carrying out the MOU.

SECTION 9. Term of Agreement

This MOU shall be and remain in effect for a period of 2 years starting on June 1, 2013 and shall end on May 30, 2015. Any Campus can terminate its participation in the MOU by giving thirty days written notice to the others. Termination of participation by individual campuses shall not affect the terms of the

agreement for the remaining participating campuses. The MOU may be amended by signed, written agreement of all of the Campuses.

Related Documents:

1. Emergency Management and Continuity Programs: "Event-Ready" Principles & Practices
2. Universitywide Police Policies And Administrative Procedures, Chapter 13: "University Mutual Aid"

IN WITNESS THEREOF, the following Campuses have duly executed this MOU:

By:

Lawrence Berkeley National Laboratory
Deputy Director

 5/16/13

University of California, Berkeley
VCR

University of California, Davis
VCR

University of California, Irvine
VCR

University of California, Los Angeles
VCR

University of California, Merced
VCR

University of California, Riverside
VCR

University of California, San Diego
VCR

University of California, San Francisco
VCR

University of California, Santa Barbara
VCR

University of California, Santa Cruz
VCR

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Lawrence Berkeley National Laboratory
Deputy Director

University of California, Berkeley
VCR

Galvin Fleming

University of California, Davis
VCR

University of California, Irvine
VCR

University of California, Los Angeles
VCR

University of California, Merced
VCR

University of California, Riverside
VCR

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VCR _____

University of California, Davis
VC Administration/I.O. _____


University of California, Irvine
VCR _____

University of California, Los Angeles
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University of California, Merced
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VCR

University of California, Davis
VCR

University of California, Irvine
VCR

John C. Henninger

University of California, Los Angeles
VCR

University of California, Merced
VCR

University of California, Riverside
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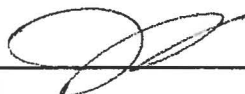
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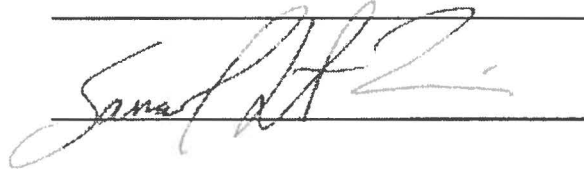
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_____ *Michael Withnell* _____

University of California, Santa Cruz
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