MEMORANDUM OF UNDERSTANDING

**Between National Animal Rescue and Sheltering Coalition, Inc.**

##### and

**[Full legal name of other party]FOR**

This memorandum of understanding (“**MOU**”) is between National Animal Rescue and Sheltering Coalition, Inc., a registered US 501(c)(6) organization comprised of national nonprofit organizations (“**NARSC**”), and [full legal name of other party], a [jurisdiction of incorporation and corporate status] (“**ABBREVIATION FOR OTHER PARTY**”).

NARSC works collaboratively and cooperatively to assist communities and their animals throughout the United States in their preparations for and response to incidents that place animals in crisis. Established in 2006, the NARSC mission is to identify, prioritize and find collaborative solutions to major human-animal emergency issues. NARSC members are dedicated to professionalism in animal emergency response and management.

NARSC is comprised of the following members at the time of the signing of this MOU:

Voting Members
American Humane
American Society for the Prevention of Cruelty to Animals
Code 3 Associates
International Fund for Animal Welfare
National Alliance of State Animal and Agricultural Emergency Programs

National Animal Care & Control Association

RedRover

General Members
American Red Cross

American Veterinary Medical Association
Association of Zoos and Aquariums

Best Friends Animal Society

PetFinder Foundation
PetSmart Charities
Society of Animal Welfare Administrators

All members of NARSC adhere to a Code of Conduct (Appendix A) that ensures that member agencies are National Incident Management System (“**NIMS**”) compliant and prepared to work within existing command structures.

[ABBREVIATION FOR OTHER PARTY] works to [describe mission/work].

NARSC and [ABBREVIATION FOR OTHER PARTY] strive to coordinate their disaster response activities, and are entering into this nonbinding MOU to memorialize their shared understandings and expectations.

The parties therefore agree as follows:

**Article 1
TERM**

1. **Term**. This Agreement shall be effective as of the Effective Date and shall remain in effect for five years following the Effective Date. This Agreement shall automatically renew for a period of five years, but may be terminated by fifteen (15) days’ written notification from either Party at any time.
2. **Termination.** Either party may terminate this MOU for any reason upon written notice to the point of contact (“**POC**”) designated by the other party.
3. **Periodic Review.** NARSC and [ABBREVIATION FOR OTHER PARTY] shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

**Article 2
PURPOSE**

1. NARSC and [ABBREVIATION FOR OTHER PARTY] strive to coordinate their disaster response efforts in preparing for, responding to, and recovering from major incidents including natural and manmade disasters of significant proportion.
2. The primary goal of this MOU is to maximize the welfare of animals and their owners before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident through mitigation activities, ongoing planning and exercises, and effective and safe responses.
3. The benefits of this MOU may include the provision of available additional resources from various parties to [ABBREVIATION FOR OTHER PARTY], which resources may include small and large animal rescue and sheltering teams, situational and rapid assessment, overhead management teams, evacuation, re-homing, and placement efforts along with equipment, supplies, and transport support.
4. The parties will use their best efforts to meet their roles and responsibilities as outlined in this MOU, which are aspirational goals and are not binding contractual promises. In all circumstances, each party is responsible for the safety and well-being of its employees, representatives, responders, contractors, volunteers, and agents.
5. Each party acknowledges that there are risks associated with participating in disaster response activities, and assumes those risks knowingly on behalf of its employees, representatives, responders, contractors, volunteers, and agents.

**Article 3
NARSC’s ROLE**

1. NARSC will use its reasonable best efforts within its sole discretion to meet its responsibilities as outlined in this article 3.
2. NARSC will provide a NARSC Primary Contact List to [ABBREVIATION FOR OTHER PARTY] (see Appendix B).
3. NARSC will provide a NARSC Executive Committee Contact List to [ABBREVIATION FOR OTHER PARTY] (see Appendix C). This contact list will be structured “three-deep” and is to be used to activate the MOU by notifying the NARSC Chair.
4. NARSC will designate a NARSC representative (“**NR**”) to serve as a liaison between NARSC members and [ABBREVIATION FOR OTHER PARTY]. The NR may serve remotely or in-person depending on availability and needs assessment.
	1. The NR may provide guidance based on training and experience to [ABBREVIATION FOR OTHER PARTY] to include best practices for preparing for, responding to, and recovering from disasters.
	2. The NR may recruit and document available NARSC member response teams. The NR may provide [ABBREVIATION FOR OTHER PARTY] a briefing of available member response teams to include resources, contact information and estimated time of arrival.
	3. The NR may support [ABBREVIATION FOR OTHER PARTY] in identifying a member(s) with whom to collaborate. Member response teams will be organized under a Team Leader (“**TL**”) and each member will work directly with [ABBREVIATION FOR OTHER PARTY]; the NR will remain the point of contact for NARSC agencies
	4. Any involved NARSC member response teams will require from the requesting agency a formal letter of request. If the response team utilizes additional NARSC resources to fill the request, those incoming resources will be under NARSC’s command but will require a formal invitation form the requesting agency.
	5. If issues arise that cannot be resolved between the requesting agency and the NARSC response agency, the requesting agency may contact the NR for additional assistance.

**Article 4
[ABBREVIATION FOR OTHER PARTY]’s ROLE**

1. [ABBREVIATION FOR OTHER PARTY] will use its reasonable best efforts within its sole discretion to meet its responsibilities as outlined in this article 4.
2. [Describe other party’s responsibilities and role].

**Article 5
TEAMWORK & COMMUNICATION**

1. **Teamwork.** The parties intend to share information openly and honestly, communicate with each other in a timely manner, keep each other current on developments, and use their best efforts to fulfill their responsibilities in relation to the Project.
2. **Communication.** The parties’ staff will be in contact via telephone or electronic communication on a monthly or more frequent basis to coordinate, provide assistance, and mutually assess the progress of the Project. The primary method of communication will be email but both parties are encouraged to telephone if immediate attention is required.
3. **NARSC Contact.** The primary NARSC contact is [name, title, mailing address, email address, phone and fax number].
4. **[ABBREVIATION FOR OTHER PARTY]** **Contact.** The primary [ABBREVIATION FOR OTHER PARTY] contact is [name, title, mailing address, email address, phone and fax number].
5. **Public Announcements.** Each party will notify the other party of any public announcement regarding the Project in advance of its release, or of any media coverage of the Project, including but not limited to print, broadcast, and electronic media. Each party will acknowledge the collaborative implementation of the Project in any public announcements and statements to media. Where possible, such acknowledgment will include: placement of the NARSC and [ABBREVIATION FOR OTHER PARTY] logos and web addresses; and/or inclusion of the statement “this Project is a collaborative effort by NARSC and [ABBREVIATION FOR OTHER PARTY],” or similar.
6. **Research Studies.** In the spirit of professional conduct and institutional collaboration, the parties will include and acknowledge the other party in research studies and other scientific or educational efforts, giving credit where it is due. Each party will give the other party access to the results of any such efforts.
7. **Images.** [ABBREVIATION FOR OTHER PARTY] will use its reasonable best efforts to cooperate with NARSC requests to produce or use photographic and/or video images and other information depicting NARSC’s support to [ABBREVIATION FOR OTHER PARTY]. Such images and information may be used in fundraising appeals by NARSC members, the proceeds of which will be utilized by NARSC members without restriction.
8. **Equipment.** Equipment purchased by each party in relation to this MOU will remain the property of that party, unless otherwise agreed.

**Article 6
CONFIDENTIALITY**

1. Both during and after the term of this MOU, the parties will keep, and will ensure that their respective employees, servants, and agents keep, confidential all materials and information provided by the other party in relation to this MOU that are not available to the general public.

**Article 7
NONBINDING NATURE OF MOU; NONPARTNERSHIP**

1. **Nonbinding.** This MOU is not binding or legally enforceable, imposes no enforceable obligations upon the parties and does not grant any rights.
2. **Nonpartnership.** This MOU does not constitute and shall not be construed as constituting any of the relationships of agency, partnership, or joint venture between the parties. Neither party shall have the right to bind the other party in any manner whatsoever. The parties are separate and independent organizations. Each is responsible for establishing its own policies and financing its own activities.

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| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Eric ThompsonTitle: ChairNational Animal Rescue and Sheltering Coalition, Inc. | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: [Full legal name of other party] |