

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated the fifteenth (15th) day of September, 2005, is entered into between The Heart of the Catskills Humane Society (HCHS) located at Route 10, Bloomville Road, Delhi, New York and the State University of New York College of Technology at Delhi (SUNY Delhi) located at 2 Main Street, Delhi, New York.

WHEREAS, HCHS and SUNY Delhi want to enter into an agreement whereby HCHS will provide dogs and cats (hereinafter “animals”) for instructional use in SUNY Delhi’s Veterinary Science Technology Program (hereinafter “Program”); and,

WHEREAS, this agreement is designed to memorialize the understanding of the parties as to the basic terms and conditions of the proposed provision of animals for instructional use in the Program;

NOW, the parties hereto hereby set forth their mutual understanding as follows:

1. HCHS will provide animals to the Program for instructional use. The ownership of the animals shall remain with HCHS, or towns with which HCHS has contracted, as applicable.
2. On or before the delivery of any animal to SUNY Delhi, HCHS will advise the Program, in writing, of any behavioral problems associated with such animal of which HCHS is aware. The parties acknowledge that animal behavior is inherently unpredictable and therefore, HCHS may not be aware of behavioral problems that arise subsequent to the Program taking custody of the animals. The Program may return any animal to HCHS at any time and for any reason. The reason for returning an animal will be provided in writing.
3. The Program agrees to defend, indemnify and hold harmless the HCHS from any claims resulting from injury to person or property caused by the animals provided by the HCHS while the animals are in the care and custody of the Program, except for injuries resulting from acts of willful or gross negligence on the part of the HCHS as determined by a court of appropriate jurisdiction.
4. The Program shall assume financial responsibility for the physical welfare of the animals during the time that the animals are in the Program’s care and custody. This care shall include food, veterinary services (including, without limitation, vaccinations, heartworm testing, feline leukemia screening, dentistry, spaying/neutering), and other forms of care, as required.
5. The Program shall perform its activities in accordance with the regulations set forth by the United States Department of Agriculture Animal Welfare Act; New York Codes Rules and Regulations, Title 10 (Department of Health), Chapter II,

Subchapter D Part 55; and the Office for the Protection from Research Risks of the National Institutes of Health.

6. A Program staff member shall act as coordinator between HCHS and the Program (hereinafter, the "Coordinator").
7. The selection of animals to be made available to the Program shall be mutually agreed upon by the Coordinator, and any of HCHS's Director of Shelter Operations, its Animal and Health Care Supervisor, and/or its Supervisor of Administration.
8. Program staff shall maintain records to assure that each animal provided by HCHS is accounted for and returned to HCHS, unless plans have been made for euthanasia of the animal in accordance with this Agreement.
9. Access to all animals provided by HCHS and their records shall be available at any time to HCHS during the normal operational hours of the Program or at a mutually arranged time.
10. Euthanasia of any animal shall be subject to the consent of any of HCHS's Director of Shelter Operations, its Animal and Health Care Supervisor, or its Supervisor of Administration.
11. The Program will house animals (i) during breaks within each semester, (ii) up to two weeks prior to the beginning of each semester, and (iii) up to one week after the end of each semester (hereinafter, collectively, "Breaks"). HCHS and the Program will be responsible for the scheduling of animal caretakers for both weekends and weekdays during the Breaks. Such animal caretakers (i) shall be employed by HCHS or the Program, (ii) will be responsible for only dog and cat care, and (iii) shall comply with the Program's Standard Operating Procedures entitled, "General Procedures and Guidelines for Dog and Cat Rooms," as such procedures may be amended from time to time (See Attachment A: "Procedures"). The Program will provide HCHS with prompt written notice of any amendments thereof. The Coordinator will issue any keys necessary for HCHS personnel to care for animals during the Breaks.
12. This Agreement will become effective as of September 15, 2005 and shall continue in full force and effect until terminated as set forth in this paragraph. This Agreement may be terminated by either party giving at least 90 days written notice to the other, provided, however, that no such termination shall take effect until the students involved in the program have completed their scheduled training.

13. For purposes of written notification:

To the Program:

Brian Hutzley
Vice President for Business & Finance
174 Bush Hall
State University of New York
College of Technology
Delhi, NY 137533

To the HCHS:

Deb Crute
Director of Shelter Operations
Route 10, Bloomville Road
Delhi, New York 13753

14. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified in any way except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

STATE UNIVERSITY OF NEW YORK
COLLEGE OF TECHNOLOGY AT DELHI,

By: _____
Name: Candace S. Vancko
Title: President

THE HEART OF THE CATSKILLS HUMANE SOCIETY,

By: _____
Name: Ann Lukin
Title: President

HCHS MOU