

MEMORANDUM OF UNDERSTANDING

Between:

National Center for Emerging and Zoonotic Infectious Diseases (NCEZID), Centers for Disease Control and Prevention (CDC)

and

Participating PulseNet USA Public Health, State Agricultural, Veterinary and Environmental Laboratories

WHEREAS The Enteric Diseases Laboratory Branch (EDLB), Division of Foodborne, Waterborne and Environmental Diseases (DFWED), National Center for Emerging and Zoonotic Diseases (NCEZID), Centers for Disease Control and Prevention (CDC) relies on the participation of state, county, local public health, state agricultural, veterinary and environmental laboratories in PulseNet USA, a national network dedicated to the laboratory surveillance of enteric bacterial pathogens using standardized molecular subtyping methods; and

WHEREAS state, county, local public health, state agricultural, veterinary and environmental laboratories in the United States rely on the leadership of EDLB for participation in a network dedicated to the laboratory surveillance of enteric pathogens;

NOW THEREFORE NCEZID and participating state, county, local public health, state agricultural, veterinary and environmental PulseNet laboratories agree that it is in each of their interests to develop a joint cooperative program, namely the PulseNet USA network, for surveillance of enteric pathogens.

1. INTRODUCTION

- 1.1 This Memorandum of Understanding (MOU) between selected state, county, local public health, state agricultural, veterinary and environmental laboratories and NCEZID, hereinafter collectively referred to as the "Participating Laboratories," describes an arrangement to be willingly entered into by the Participating Laboratories. "Participants" refers to the individuals at the participating laboratories who perform PulseNet associated functions.
- 1.2 This MOU is not legally binding and places no legal obligation on the Participating Laboratories.

2. OBJECTIVES AND SCOPE

- 2.1 The objective of this MOU is to establish an understanding among the Participating Laboratories concerning their respective roles and responsibilities and to provide general guidelines under which cooperative activities may be implemented.

- 2.2 The purpose of this joint program is to support collaborative activities related to the PulseNet USA enteric pathogens surveillance network.

3. ROLES AND RESPONSIBILITIES

- 3.1 Joint programs and projects will be consistent with the needs, merits, and goals of established programs within PulseNet USA (CDC, NCEZID and/or the state, county, local public health, state agriculture, veterinary and environmental laboratories). In general, the cooperative efforts described herein, and other joint cooperative programs and projects among the Participating Laboratories, may be initiated at any time that a specific agreement can be reached involving content, responsibility, liability, funding, intellectual property and other appropriate provisions, provided that the process is consistent with the administrative regulations and procedures of the Participating Laboratories.
- 3.2 The Participating Laboratories agree to comply, to the best of their ability, with the attached Terms of Reference (TOR), which details the collaborative activities of the Participating Laboratories and Participants.
- 3.3 The following cooperative activity areas have been identified:
- 3.3.1 Exchange information that is not publicly available, to the extent allowed by U.S. law and other Participating Laboratories'/Participants' governing law;
 - 3.3.2 Coordinate and collaborate on public health activities related to foodborne disease surveillance and outbreak investigations;
 - 3.3.3 Share standardized protocols, strains and human resources;
 - 3.3.4 Participate in, coordinate, and implement quality assurance and quality control programs.

4. FINANCIAL ARRANGEMENTS

- 4.1 No funds are authorized or guaranteed under this MOU. Qualified public health laboratories have received and may continue to receive support through the Epidemiology and Laboratory Capacity cooperative agreement mechanism and/or the Emerging Infections Program. It is recognized that all Participating Laboratories will, subject to the availability of appropriations, commit resources to keep PulseNet USA operational.

5. SETTLEMENT OF DISPUTES

- 5.1 Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participating Laboratories and will not be referred to any third party for settlement.

6. AMENDMENT

- 6.1 This MOU may be amended by consent of all Participating Laboratories who have signed the MOU upon receipt of written notice.

7. DURATION AND TERMINATION

- 7.1 This MOU will remain in effect until further notice. It shall be reviewed and renewed at least every five (5) years by NCEZID and the Participating Laboratories.
- 7.2 This MOU may be terminated by any Participating Laboratory at any time provided that a 90 day written notice is given to the other Participating Laboratories and appropriate steps are taken to ensure an orderly termination of joint activities.

8. POINTS OF CONTACT

The National Center for Emerging and Zoonotic Infectious Diseases, Centers for Disease Control and Prevention

Administrative

Name: Dr. Heather Carleton
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Technical (laboratory methods)

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Technical (database)

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Technical (software and database security)

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Participating state, county or local public health or state agricultural laboratory

Administrative

Name:
Title:
Phone:
Fax:
e-mail:

Technical

Name:
Title:
Phone:
Fax:
e-mail:

9. EFFECTIVE DATE AND SIGNATURE

9.1 The effectiveness of this MOU does not depend upon the signature of every PulseNet USA Participating Laboratory. This MOU becomes effective when two of the Participating Laboratories have signed the MOU, upon the date of the later signature. The MOU will be effective only among the Participating Laboratories that have signed the MOU.

Centers for Disease Control and Prevention, National Center for Emerging and Zoonotic Infectious Diseases, Division of Foodborne, Waterborne, and Environmental Diseases

Dr. Robert Tauxe MD, Director, CDC/NCEZID/DFWED

Date

Participating state, county, local public health, state agricultural, veterinary or environmental laboratory

Name of Laboratory

Printed Name

Signature

Date

Reviewed by:

Printed Name of State Epidemiologist

Signature

Date