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GOVERNOR

STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES
MARINE RESOURCES LABORATORY
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CARL J. WILSON
COMMISSIONER

MEMORANDUM OF UNDERSTANDING PRIVATE LABORATORY BIOTOXIN TESTING AND ANALYSIS

Memorandum made this _____ (DATE), by and between

_____ (LEASE HOLDER),

_____ (PRIVATE LABORATORY) and the

Maine Department of Marine Resources (DMR). The purpose of this MOU is to establish an agreement between industry, an approved private laboratory, and DMR for regulatory biotoxin testing according to DMR protocols. **See DMR website for biotoxin monitoring guidance document and list of approved private lab testing facilities.**

The following species may be collected, analyzed and results sent to DMR by an approved laboratory:

_____ (SPECIES)

from the following lease site(s) _____.

At DMR's direction, all shellfish samples analyzed by an approved private laboratory running a certified method will be considered by the DMR for regulatory action. Sample results for paralytic shellfish poisoning (PSP), amnesic shellfish poisoning (ASP), and diarrhetic shellfish poisoning (DSP) will be accepted.

Results from private laboratories will need to be sent directly to DMR and received between 8am and 5pm, Monday through Friday unless DMR has agreed to an alternative schedule.

Samples shall be transported by industry directly to the private laboratory unless a routine drop-off location, day, and time is pre-established with DMR for assistance in transporting to the private laboratory. This transportation assistance is not available for all areas. If the pre-established DMR drop-off schedule is missed, it is the responsibility of the aquaculture lease holder to transport the sample directly to the private laboratory. Failure to provide a sample may result in the immediate closure of the lease site.

Aquaculture lease holders or those employed by the lease holders will be required to follow sample collection protocols and chain of custody requirements to ensure all quality control measures have been met for sample collection, transport and analysis. All copies of field sheets must accompany sample results sent to DMR by private laboratories. Failure to follow sampling protocols or chain of custody requirements will result in the rejection of the sample.

This agreement shall be in effect from the date signed by DMR until December 31st of the same year or until nullified at the discretion of DMR and notification of the other parties.

This MOU is only in effect if there is also a signed DMR biotoxin testing MOU.

By: _____
Aquaculture Lease Holder (sign, print, and date)

By: _____
Private Laboratory Representative (sign, print, and date)

By: _____
DMR Representative (sign, print, and date)

Sample drop-off location: _____ Day _____ Time _____

(To be completed by DMR)