**Animal Transfer Memorandum of Understanding**

This Animal Transfer Agreement (this “Agreement”) is entered into as of this       day of      , 2019 (the “Effective Date”) and is made by and between      , a/n      organization having an address of       (the “Source Agency”) and      , a/n       organization having an address of       (the “Destination Agency”). The Source Agency and the Destination Agency are sometimes referred to herein individually as a “Party” and collectively herein as the “Parties”.

**WHEREAS**, the Source Agency is the rightful owner of certain dogs and cats as are more fully described in a Transport Manifest (provided electronically to both destination agency and the ASPCA). Such animals having surpassed any applicable State required stray hold period; and

**WHEREAS,** Destination Agency has the desire, as well as the available space and sufficient resources, to take ownership and possession of the Animals with the intent of finding permanent placement for the Animals; and

**WHEREAS,** Destination Agency has arranged for the safe and humane transport of the Animals (“Transport”) through its own means or through the assistance of a reputable third party carrier; and

**WHEREAS**, Source Agency shall transfer, and Destination shall accept, all rights, ownership, control and responsibility of the Animals in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt of which is acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Representations of the Source Agency:

Source Agency represents and warrants the following:

 a. Source Agency is the rightful owner of the Animals and has the lawful authorization to transfer ownership of the Animals to the Destination Agency.

b. Prior to the Animals being transferred to the Source Agency (or its authorized representative) for Transport, the Animals are healthy, are not demonstrating any signs of illness, are of sound temperament and are otherwise in the condition that is described in the attached Exhibit A.

 c. At time of Transport, or prior to if possible, the Source Agency shall provide the Destination Agency (or its authorized representative) with copies of requested medical and behavior records for each Animal including, at a minimum, a Rabies Vaccination Certificate and Health Certificate issued by a licensed veterinary professional.

d. Title and ownership of the Animals shall transfer to the Destination Agency immediately upon physical delivery of the Animals to the Transporter for purposes of Transport to the Destination Agency or its authorized representative (including commercial carrier).

2. Representations by the Destination Agency:

As conditions precedent to accepting ownership of the Animals, the Destination Agency agrees to the following:

a. The Destination Agency shall bear all costs incurs for the subsequent care of the Animals, including without limitation, costs of necessary food, water, shelter and healthcare during Transport and at all times thereafter while the Animals are in the Destination Agency’s custody.

b. The Destination Agency agrees to accept all Animals that are delivered to it in the condition described in this Agreement and shall provide any necessary and reasonable care to the Animals in accordance with the Destination Agency’s standard procedures.

c. No Animal shall be euthanized for reason of lack of space at the Destination Agency’s facility. Any decision for euthanasia shall only be for severe or non-rehabilitatable illness or behaviors.

d. The Destination Agency further agrees that no animal currently in its facility (or otherwise in its possession or custody) will be euthanized to make space for any Animals identified herein.

e. The Destination Agency shall ensure all Animals are spayed/neutered prior to transferring ownership or possession of an Animal to any third party for purposes of adoption.

 f. Upon transfer of the Animals to the Destination Agency (or its authorized representative) for Transport, the Animals cannot be returned to the Source Shelter for any reason whatsoever unless agreed to by the Source Shelter and the Destination Shelter in writing.

3. Future Transports: The Source Agency and Destination Agency may enter into future Transports of animals, each of which shall be governed by the terms of this Agreement (each a “Subsequent Transport”) and the terms outlined in Exhibit A, in the same or similar form as set forth in this Agreement, and having been initialed by an authorized representative of the Parties.

4. Term: This Agreement shall be effective as of the Effective Date written above and binding upon the Parties until the mutual written termination of this Agreement by the Parties.

5. Miscellaneous:

 a. This Agreement shall be deemed to have been negotiated, made and entered into in the States of       (source state) and       (destination state) and any and all performance hereunder, or breach thereof, shall be interpreted, governed and construed pursuant to the laws of the States of       (source state) and       (destination state) without reference to its choice of law provisions.

 b. This Agreement shall be binding upon the parties, their representatives, successors, administrators and assigns.

 c. This Agreement and the rights and obligations herein may not be assigned or delegated in whole or part by either of the parties to any third party without the prior written consent of both of the parties.

 d. This Agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between Destination Agency and Source Agency.

 e. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except on written consent of both parties.

 f. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

 **IN WITNESS WHEREOF**, the Parties have, by their authorized agents, signed and delivered this Agreement as of the Effective Date set forth above.

SOURCE AGENCY

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESTINATION AGENCY

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

MUTUAL SHELTER GUIDELINES AND REQUIRED CONDITIONS PRIOR TO TRANSPORT

***Please initial each section indicating that you have read and agree to the conditions within.***

**Key Veterinary Medical Contacts**

(Name, Phone, Email)

**Source:**

 **Destination:**

**Animal Transport Guidelines**

* **Health exam and status: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
	+ Animals will receive a documented intake health examination at the source shelter.
	+ Animals will receive a documented exit health examination at source shelter.
* **Documentation: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
	+ Medical records will be provided in a hard copy at time of transport
	+ When possible, medical records will be electronically sent prior to transport
	+ Rabies certificates will be provided by source
	+ Health certificates will be provided by source
	+ Summary of behavior issues will be provided by source prior to transport
	+ Behavior records/evaluation sheets will be provided in a hard copy at time of transport
	+ Records of post transport medical problems will be provided to the ASPCA within 10 days of transport (see tab 2 Manifest)
	+ Records of post transport medical problems will be provided to the source within 10 days of transport (see tab 2 Manifest)
* **Age: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***

Animals being transported in our program will be no less than 8 weeks and no more than       years.

*(Destination to fill in and then initialed by both parties).*

* **Vaccine status: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
* Animals must have received appropriate core vaccinations on entry in keeping with shelter medicine standards. The only exception would be an animal with documented veterinary vaccination records. These would require review with key veterinary medical contacts.
* This means the following:



\*Animals that have not had vaccines within 24 hours of entry are high risk and may be declined due to lack of vaccination.

\*\*Note that initial vaccination of puppies and kittens should continue as directed until at least one vaccination has been given upon or after reaching 20 weeks of age.

* **Parasite prevention: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
	+ Animals should be dewormed for hookworms and roundworms at minimum
	+ All dogs and puppies ≥ 8 weeks of age will be current on heartworm preventive treatment (e.g., monthly oral or topical, or bi-annual parenteral macrocyclic lactone administration)
	+ Additional internal and external parasite prevention includes *(to be filled in by source and initialed by both parties)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* **Reproductive status: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
* It is the position of the ASPCA that spay/neuter should be performed at the organization with the most surgical resources available. Any animals that are altered prior to transport may not be transported for a minimum of 48 hours following surgery. Spay/neuter will be performed at the (select):
	+ Source
	+ Destination
	+ A mix of both – TBD case by case for each transport
* **Required testing prior to transport: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
	+ Heartworm in dogs >6 months
		- If dogs test negative for microfilariae and positive for antigen, treatment with (i) a macrocyclic lactone heartworm preventive, and (ii) doxycycline must be initiated.
		- If dogs test positive for microfilariae, or microfilarial testing is not conducted, treatment with (i) a topical moxidectin heartworm preventive OR treatment with a macrocyclic lactone heartworm preventive AND a topical canine insecticide, and (ii) doxycycline must be initiated.
		- *Note: Importation of heartworm positive dogs may not be permissible in all states; individual state requirements must be followed.*
	+ Other (please explain): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*\*\*The ASPCA does not require the routine testing of healthy animals prior to transport (e.g., canine parvovirus, feline leukemia virus, feline immunodeficiency virus).\*\*\**

* **Quarantine: \_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
* The ASPCA does not require routine quarantine of healthy animals prior to transport. The need for quarantine should be determined based on legal requirements, health status, source, and infectious disease risk, with due attention to incubation periods of pathogens of concern and detrimental effects of increasing length of stay in the shelter.

If quarantine of animals being transported in our program is expected, please explain:

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* **Assistance with Transport:**  **\_\_\_\_\_*Source Initial* \_\_\_\_\_*Destination Initial***
	+ Destination Agency \_\_\_\_\_ CAN OFFER \_\_\_\_\_ CAN NOT OFFER (initial one option)

assistance to Source Agency.  If yes, in what form can assistance be provided? Please describe below (if applicable, please indicate total dollar amount, resources provided (tests, vaccinations, etc.), or other assistance):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*(If revisited, please note date and any changes that have*