

**MEMORANDUM OF UNDERSTANDING**

**Standard Response Protocol (SRP)**

**Memorandum of Understanding (“MOU”) with**

**The “I Love U Guys” Foundation (The Foundation)**

This Memorandum of Understanding (“MOU”) between The Foundation (“Foundation”) and the undersigned Business (“Business”) is effective as of the date it is signed by Business.

**Standard Response Protocol Program Description:** The Foundation created its *proprietary* Standard Response Protocol (“SRP”) for all-hazards response based on five actions. When communicating these actions, the action is labeled with a “**Term of Art**” and is then followed by a **Directive**. Execution of the action is performed by active participants, including employers, employees and first responders.

**Purpose of Using Terms of Art:** By standardizing vocabulary, all stakeholders can understand the response and status of the event. For employees, this provides continuity of expectations and actions throughout their career. For employees and visitors this provides continuity of expectations and actions, and becomes a simpler process to train and drill. For first responders, the common vocabulary and protocols establish a greater predictability that persists through the duration of an incident. Additionally, this protocol enables rapid response determination when an unforeseen event occurs.

**Terms of Art:**

* The “Term of Art” **Hold** is followed by the Directive **“In your room or area”** (or announce a location). The action is for the purpose of keeping halls and/or common areas clear until an incident is resolved.
* The “Term of Art” **Secure** is followed by the Directive **“Get Inside. Lock Outside Doors.”** The action associated with Secureis to bring participants into the Building, and secures the building’s outside perimeter by locking appropriate windows, doors or other access points.
* The “Term of Art” **Lockdown** is followed by the Directive **“Locks, Lights, Out of Sight”** The action associated with Lockdown is to secure people in rooms, move away from inside corridor line of sight and maintain silence until first responders release the room. It also includes the options to self-evacuate, or evade or defend as appropriate.
* The “Term of Art” **Evacuate** is followed by the Directive **“To a Location”** (Where Location is announced.) The action associated with Evacuate is to move employees and visitors from one location to another.
* The “Term of Art” **Shelter** is followed by the Directive **“Type and Method”** (Where Type is dictated by weather and other hazards which can be present in the region, and Method is an appropriate shelter method for those weather and other hazards.) The action associated with Shelter is dependent on the stated Type and Method.

Agreement by Organization:

1. Business agrees to incorporate SRP in the official, existing, written safety plans either in the body or as an addendum or amendment.
2. Business agrees to appoint an SRP Liaison who will act as the primary contact regarding communication with Foundation.
3. Business agrees to incorporate the SRP using the terms of art and the associated directives as defined in the Program Description.
4. Business agrees to provide Law Enforcement Agencies having jurisdiction in the area with notice of compliance with SRP terms of art and directives.
5. Business agrees to provide Fire Departments having jurisdiction with notice of compliance with SRP terms of art and directives.
6. Business agrees to provide Emergency Medical Services having jurisdiction with notice of compliance with SRP terms of art and directives.
7. Business agrees to provide County and/or City Emergency Managers having jurisdiction with notice of compliance with SRP terms of art and directives.
8. Business agrees to provide employees with training on the SRP at least once per year.
9. Business agrees to drill each action.
10. Business agrees to provide employees with either printed material or notice of online availability of material at http://www.iloveuguys.org.
11. Business is responsible for physical material production of any online resources provided by Foundation. Business is not required to utilize printing services provided by Foundation for production of support materials.

**Agreement by The “I Love U Guys” Foundation:**

1. The Foundation agrees to host training materials on the website available publicly at the Uniform Resource Locator http://iloveuguys.org. Such training materials may be updated from time to time by Foundation.
2. The Foundation agrees to provide training materials and support materials online at no charge to Business.
3. The Foundation agrees to provide training materials and support materials online to Law Enforcement Agencies at no charge.
4. The Foundation agrees to provide training materials and support materials online to Fire Departments at no charge.
5. The Foundation agrees to provide training materials and support materials online to Emergency Medical Services at no charge.
6. The Foundation agrees to provide training materials and support materials online to County and/or City Emergency Managers at no charge.
7. The Foundation offers brokered printing services for production of printed support materials. Business is not required to use The Foundation’s brokered printing services for production of printed support materials.
8. The Foundation provides hands-on training sessions on request for a charge in locations around the United States. Business is under no obligation to host or attend these training sessions.
9. The Foundation will notify the SRP Liaison via Written or Electronic communications in the event of new or updated materials available on the Website.
10. The Foundation will maintain a record of all Written or Electronic communication with Business.

**Updates to SRP:** The Foundation may update its SRPs and its Terms of Art from time to time and will notify Businessof any such updates. Business agrees to implement any such changes in a reasonable time frame.

**Term/Termination:** This MOU is effective as of the date it is signed by Business and shall continue in effect for two (2) years (“Term”). Business and Foundation may agree to extend the upon mutual written agreement. Business may terminate this MOU via Written or Electronic notification at any time. Upon termination, Business will cease using any Standard Response Protocol materials provided by The Foundation. The Foundation may terminate this MOU upon notice if it determines that Business is not performing its obligations under this MOU, including using the Terms of Art as they may change from time to time.

**Notices:** All notices and other communications required or permitted under this MOU shall either be sent by certified mail, return receipt requested, by reputable overnight courier service with confirmation of delivery and addressed to the Parties at their addresses first set forth below or to the email addresses set forth below. The parties shall notify each other if such contact information changes.

**No Partnership.** Nothing contained in this MOU shall create or be deemed to create a partnership or agency between the Business and The Foundation.

**Counterparts/Electronic Execution.** This MOU may be executed in counterparts and digital copies, each of which shall be deemed an original and all of which shall constitute a single instrument.

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**Name of Business**:

Address/City/State/ZIP:

**Authorized Representative** Name:

Signature

Title:       Email:

Date:

**Authorized Liaison** Name:

Title:

Phone:       Email Address:

**The I Love U Guys Foundation**

**Authorized Representative:** Ellen Stoddard-Keyes

Signature:

Title: Operations Director

Date:

Email to: MOU@iloveuguys.org
or Mail to: The “I Love U Guys” Foundation, PO Box 489, Placitas, NM 87043