



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Oklahoma Bureau of Narcotics, hereinafter referred to as OBN, and _____, (agency or task force). The purpose of this Memorandum is to allow the parties named above to set forth the terms of a cooperative arrangement between them, whereby OBN may provide certain training and/or equipment to said agency or task force who in consideration of that training and/or equipment agrees to abide by the following requirements.

1. Prior to receiving training pursuant to this MOU, an individual trainee must complete an application for admission into the class and pass a physical examination evidencing the individual's physical fitness for such training and resulting job duties pursuant to 29CFR1910.134 for respirator use.
2. All individuals attending such training are considered to be on duty in the employ and in the scope of employment of their respective agencies. Individuals receiving training from the OBN are not employees of the OBN, nor are they independent contractors of the OBN. This cooperative arrangement does not create any new legal entities, nor in any way increase the liability of any participating agency for employees other than its own. It is expressly understood by the parties that no individuals on leave status may attend such training sessions.
3. It is expressly understood by the parties that, inasmuch as the individuals are on duty with their respective agencies during the training, any injuries are to be compensated and dealt with as if they had happened during the performance of any official duty by that individual. This means the non-OBN employees may not hold OBN or its insurers liable for work related injuries, but must instead look to their own normal work coverage.
4. As a condition for receiving training and/or equipment, an applicant's task force or agency head agrees to:
 - a. Use the equipment and/or training primarily for the purpose of detecting, removing and disposing of clandestine drug laboratories;
 - b. Utilize the employees trained and/or equipped by the OBN in the detection, removal, and disposal of clandestine drug laboratories for a period of at least two (2) years following the completion of such training;
 - c. Maintain clandestine laboratory certification (8 hour annual recertification) necessary to participate in the removal and disposal of clandestine drug laboratories for the employees attending such training for a minimum of two (2) years following such training;
 - d. Maintain, calibrate, and keep any equipment provided by the OBN until it is no longer serviceable and can no longer be safely used. Equipment and/or supplies are not personal property of the student. Any equipment and/or supplies that are provided by the OBN are to be the property of the agency or task force named above, not an individual or employee of the agency or task force.
 - e. Participate in multi-jurisdictional clandestine laboratory operations when feasible at the direction of the Oklahoma Bureau of Narcotics.

5. Should the OBN provide equipment pursuant to this MOU, the OBN makes no guarantee or warranty as to the fitness or suitability of that equipment beyond that provided by the manufacturer.
6. Should the OBN at any time pay or provide the medical evaluation to determine an individual's physical fitness for such training and resulting job duties through grant monies, the OBN neither guarantees nor warrants the correctness or accuracy of the findings of such medical evaluation.
7. If the agency entering into this MOU with the OBN fails to comply with any of the terms of this agreement, it agrees to immediately return any equipment provided by the OBN to the agency pursuant to this MOU regardless of whether title to such equipment has previously passed from the OBN to the agency.
8. It is understood that the applicant's agency or task force, not the OBN, is responsible for subsequent annual recertification training, annual fit testing of respirators, and respirator medical evaluations (29CFR1910.134).

Student Name (Print Name)

Agency or Task Force Head (Print name)

Signature of Agency or Task Force Head

Date

Print agency or task force name

R. Darrrell Weaver
Oklahoma Bureau of Narcotics Director

Signature: OBN Director

Date