

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) dated 20<sup>th</sup> May 2020 is made between:

The Fellowship of Animal Behaviour Clinicians (hereafter referred to as FABC)  
and

The Association for the Study of Animal Behaviour, Certificated Clinical Animal Behaviourist  
Accreditation (hereafter referred to as ASAB-Acc)

### **1. Purpose**

The purpose of this MOU is to outline how FABC and ASAB-Acc will work together to maximise industry, welfare and practitioner benefits from our mutual interests in ensuring that individuals are independently assessed, monitored and certificated as meeting and maintaining the standards of education, experience and ethics required by the Animal Behaviour and Training Council (ABTC) for clinical animal behaviourists.

- This MOU is not a legally binding document, besides where it concerns intellectual property, confidentiality, freedom of information or brand protection legislation. It is a statement, agreed voluntarily by equal partners, of their commitment to work together for the benefit of independently certificated clinical animal behaviourists, those working towards certification and other industry stakeholders.
- This MOU can be amended only in writing and subject to agreement by both FABC and ASAB-Acc.

### **2. Scope**

The scope of this MOU covers the areas of mutual interest to FABC and ASAB-Acc, namely independent assessment, certification and monitoring of clinical animal behaviourists to ensure that they meet and maintain related ABTC standards.

### **3. Expectations and Benefits**

Under the terms of this MOU, FABC and ASAB-Acc seek, within the scope of this agreement, to:

- Create a mutual understanding of the interests of both organisations to enable a broad understanding of practitioner and industry benefits that can be gained with collaboration, and to identify and implement policies and procedures to protect ASAB-Acc's certification and complaints-process independence integrity throughout.
- Identify synergies between FABC and ASAB-Acc in relation to professional development opportunities and support of certificated and non-certificated practitioners, in order to maximise practitioner and industry benefits.

- Identify synergies between FABC and ASAB-Acc in relation to promotion of clinical animal behaviourists meeting and maintaining related ABTC standards, including independent assessment and certification, to veterinarians, the public and animal insurance companies.
- Measure the effect of FABC and ASAB-Acc's collaboration in areas which does not compromise independence integrity.
- Act mutually as advocates for upholding of ABTC clinical animal behaviourist standards to include independent assessment and certification, and each other, when interacting with industry stakeholders.

#### **4. Partnership Objectives and Activities**

Specific objectives and activities developed through this working relationship will be detailed in Annex A, which is appended to this MOU and may be amended as and when the FABC and ASAB-Acc committees agree to modify their joint objectives or activities. The management and evaluation methods for each activity will be defined in Annex A.

Activities may include, but are not limited to:

- Sharing or development of resources aimed at supporting certificated and non-certificated members in relation to their professional development and wellbeing;
- Sharing or development of resources in relation to promotion of clinical animal behaviourists meeting and maintaining related ABTC standards, including independent assessment and certification, to veterinarians, the public and animal insurance companies;
- Implementation of policies and procedures to protect the independence integrity of ASAB-Acc in relation to their certification and CCAB complaints processes: thereby ensuring that FABC and ASAB-Acc can collaborate with certain activities without risk to this independence which is of utmost importance to both organisations;
- To act mutually as advocates for upholding of ABTC clinical animal behaviourist standards to include independent assessment and certification, and each other, when interacting with industry stakeholders;
- To facilitate introductions to third parties that can assist in defining and developing areas of interest to either FABC or ASAB-Acc;
- Evaluating the benefit of collaboration between FABC and ASAB-Acc.

#### **5. Management of the Partnership**

The FABC and ASAB-Acc committees are separate entities, with each having a single representative to the other organisation. To maintain independence integrity between the organisations, where this is necessary, potential conflicts of interests will be declared and/or judged, and representatives to the other organisation may be excluded from specific discussions. The FABC/ASAB-Acc partnership will be reviewed and managed by the FABC and ASAB-Acc committees or by representatives of these. Additional sub-committee

representatives may be selected as appropriate, to cover emerging areas of interest or activities. The committees or representatives will review the collaborative interests and activities of both organisations, and may agree on further activities according to mutual benefits and ongoing engagement or commitment between the parties.

## **6. Intellectual Property and Data**

As part of any collaboration, intellectual property will be handled on a case-by-case basis, with the following basic governing principles:

- Both parties agree that any intellectual property developed as a result of the collaborative activity under the MOU will be dealt with by appropriate written agreements at the relevant time;
- If no specific written agreement is instigated in respect of jointly developed intellectual property, this MOU acts as a presumption of equally shared intellectual property rights;
- Neither party shall use or refer to the name, logo or other designation of the other party without prior written consent of that party.

## **7. Confidentiality**

Both parties agree and acknowledge that the terms of this MOU and discussions concerning collaborative activity are confidential and no party will disclose them without the prior written consent of the other party.

Each party undertakes that it shall not disclose to any person or organisation any confidential information concerning the activities or affairs of the other party except as permitted below.

Each party may disclose the other party's confidential information:

- a. To its committee members or sub-committee representatives who need to know such information for the purposes of carrying out this MOU. Each party shall ensure its committee members or sub-committee representatives to whom it discloses the other party's confidential information comply with this confidentiality clause;
- b. As may be required by law, court order or any regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its MOU obligations.

## **8. Brand Protection**

FABC and ASAB-Acc requires that any MOU should protect both organisations brand and its use. Neither party to this MOU shall use or refer to the name, logo or any other designation of the other party without prior written consent from the other party (such consent not to be unreasonably withheld or delayed). The parties shall immediately cease to use

thematerials, logos, trademarks or other intellectual property of the other party upon expiry or termination of the MOU for any reason.

### **9. Commencement, Duration and Termination**


The working relationship between FABC and ASAB-Acc will commence with the signing of this MOU. This working relationship shall remain in force for a period of 18 months from the commencement date; after which time its continuation, benefits, terms and objectives will be reviewed by both parties. The FABC/ASAB-Acc working relationship can be terminated at any time by either party following a consultation period of 30 days or such period as otherwise agreed between the parties, and thereafter giving 30 days written notice of termination or such period as otherwise agreed by both parties.

### **10. Points of Contact**

FABC, Claire Hargrave, erwwastad@aol.com

ASAB-Acc, Julie Bedford, julie.bedford61@gmail.com

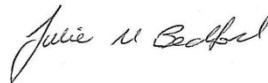
### **11. Signatures**

Signed for and on behalf of FABC by: 

Name / Title: Claire Hargrave

Date: 16/6/2020

Signed for and on behalf of ASAB-Acc by:



Name / Title: Julie Bedford

Date: 6/6/2020