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GOVERNOR

STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES
MARINE RESOURCES LABORATORY
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PATRICK C. KELIHER
COMMISSIONER

MEMORANDUM OF UNDERSTANDING DMR BIOTOXIN TESTING AND ANALYSIS

Memorandum made this _____(DATE), by and between_____ (LEASE OR WET STORAGE PERMIT HOLDER) and the Maine Department of Marine Resources (DMR). The purpose of this MOU is to establish an agreement between industry and DMR for regulatory biotoxin testing according to DMR protocols. **See DMR website for biotoxin monitoring guidance document. For testing conducted by a private laboratory, an additional MOU (Private Laboratory Testing and Analysis) must be signed.**

Biotoxin sampling will begin May 1st or at DMR's discretion and will include a weekly shellfish sample and a two liter surface water sample when requested. Sampling from _____ (LEASE/WET STORAGE SITE) will continue weekly and may be requested two times a week. The following shellfish species _____ (SPECIES) may be collected and transferred to DMR according to sampling protocols and chain of custody requirements.

At DMR's discretion, all shellfish samples will be used for regulatory action. Samples may be analyzed for paralytic shellfish poisoning (PSP), for amnesic shellfish poisoning (ASP), and for diarrhetic shellfish poisoning (DSP) on request by DMR.

Aquaculture lease or wet storage permit holder or those employed by the lease or permit 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 and transport. Samples will be transported directly to a DMR laboratory unless a routine drop-off location, day, and time is pre-established with DMR for assistance in transporting to the laboratory. This transportation assistance is not available for all areas. If the pre-established DMR drop-off schedule as defined in this MOU is missed, it is the responsibility of the aquaculture lease or wet storage permit holder to transport the sample directly to the DMR laboratory. Failure to provide a sample may result in the closure of the wet storage or lease site.

Once results are received, DMR will notify the **LEASE OR WET STORAGE PERMIT HOLDER** to approve harvest or require destruction of product. 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 aquaculture lease or permit holder.

By signing this, the aquaculture lease or wet storage permit holder is acknowledging they have read and understand the biotoxin monitoring guidance document posted on the DMR website.

By: _____
Aquaculture Lease/Wet Storage Permit Holder (sign, print, and date)

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

Sample drop-off location: _____ Day _____ Time _____

(To be completed by DMR)