MINORS AND/OR NON-EMPLOYEES WORKING WITH ANIMALS

PERFORMANCE STANDARD:  Duke will provide a legal, defined, and safe working environment for all minors and/or non-employees who may be working and/or volunteering on animal care or use protocols/SOPs.

BACKGROUND: Minors and/or non-employees may have justifiable reasons for working with animals at Duke, including education as a prospective scientist or collaborative activities with educational or other organizations. The following guidelines are necessary to address potential concerns related to the exposure to physical, chemical, radioactive, and biological hazards that may occur in animal facilities or research laboratories. Duke university also has a ‘inter-personnel behavior expectations policy’ available at the Duke HR web site.

APPLICABILITY: This policy applies to all persons who work with animals for research, testing, or teaching at Duke, as a member of the Duke University community, or in a Duke IACUC-approved study. This policy does not apply to Duke undergraduate students.

DEFINITION:
- Minor 14: An individual who has reached their 14th birthday.
- Minor 16: An individual who has reached their 16th birthday.
- Adult: An individual who has reached their 18th birthday. Adults may perform any work under the direct authority of the principal investigator.
- Student: An undergraduate or graduate student of Duke University. This policy does not apply to students.
- Non-Employee: A person who performs or observes work without compensation from the Duke Entity.
- Volunteer: Any non-employee who performs services at Duke. For the purposes of this policy, this does not include a minor volunteer who is a subject in a medical treatment or research protocol.

POLICY:
1. **Principal Investigators** must (for all minors or non-employees):
   - A. Assure that the School of Medicine Consent Form and the Animal Program Consent Form have been completed and that copies have been provided to the Office of Animal Welfare Assurance.
   - B. Notify the Duke Coordinator of Volunteer Services before allowing the volunteer to perform services;
   - C. Ensure that all minors are assigned tasks for which there is continuous adult supervision from a member of the laboratory with the necessary training, qualifications, and skills to assure a safe and healthful workplace. Employees
who escort or supervise the activities of minors and other non-employees shall assess the potential risk of exposure to hazards and direct the non-employee's access accordingly.

D. Assure that employees who escort or supervise the activities of minors abide by the Duke Policy “Minors in Duke University Programs”.

E. Assure that employees who escort or supervise the activities of Non-Physician Visiting Observers will also abide by the Duke Policy “Visiting Observer Policy (Non-Physician)” and the “Observation and Shadow Experience Policy”.

2. **Prohibitions:**
   A. No minor below the age of 14 shall work or volunteer at any Duke Entity.
   B. No minor shall enter laboratory, patient care, or industrial areas without written approval from the OESO. For confirmation, the sponsor and/or supervisor must submit and receive approval using the “Workplace Safety Statement for Minors and Non-employees”.
   C. No minor shall work or volunteer in a capacity that is determined to be hazardous or potentially detrimental to the minor’s health or well-being, including but not limited to the following:
      1) Where it is determined that there is an increased risk of exposure to infectious diseases transmitted via the aerosol route, including the following areas of the Duke Entity: Emergency Department, 8100, 8200, 8300, Clinical and Research Microbiology Laboratories, Infectious Disease Clinics, Medical Specialties Clinic, and Autopsy Suite.
      2) A task that would potentially expose the minor to blood or body fluids, infectious diseases, or hazardous chemicals which are included on The Duke “Particularly Hazardous Substance” list distributed by the Occupational and Environmental Safety Office (OESO).
   3) Any area where there is potential exposure to radiation in excess of 0.1 rem (0.001 sievert) total effective dose equivalent or in excess of 10% of the limits for general employees specified by regulatory authority. Furthermore, no minor is permitted to work directly with or handle radioactive materials. Authorized Users of radioactive materials or lasers exceeding Class 3a (3R) who plan to involve minors in activities in their laboratories shall notify the Radiation Safety Office prior to beginning work in the laboratory.
   4) Any area under construction or renovation.

3. **Defining Age and Activity Levels:**
   A. **Minor 14:** As long as they are listed on the approved protocol as a protocol participant (Section A-3), an individual who has reached their 14th birthday may observe animal care and animal use, but may not handle any animals, animal tissues, or research agents or products.
   B. **Minor 16:** As long as they are listed on the approved protocol as a protocol participant (Section A-3), an individual who has reached their 16th birthday may handle animals (other than non-human primates or livestock), animal tissues,
research agents or products, but may not handle any hazardous agents or materials having hazardous potential.

C. Adult: Non-Employees:
   1) A non-employee who has reached their 18th birthday (i.e. is an adult) may perform any IACUC-approved activity, as long as they are listed on the approved protocol as a protocol participant (Section A-3).
   2) Written approval from the OESO is required to allow non-Employees to be added to an IACUC protocol or to perform services in laboratory, animal care, patient care, or industrial areas. For approval, the sponsor and/or supervisor must submit and receive approval for the work using the “Workplace Safety Statement for Minors and Non-Employees”.
   3) Under no circumstance shall a non-employee be allowed in any work area where (s)he presents a distraction to the area employees. Distractions may be due to the activities of the non-employee or due to the level of supervision they may require.
   4) Non-employees with approval to work in laboratory or animal care must be supervised by a responsible employee of that area.
   5) The supervisor may place additional restrictions on the presence of non-employees.

4. OESO Workplace Safety Statement for Minors and Non-employees
   B. Email OESO at: safety@mc.duke.edu and include the following information:

   - Primary Mentor / Sponsor(s): (Supervisor and Primary Investigator Name(s), if applicable
   - Location of Work: (Department, Building, Room Number(s))
   - Describe expected duties: List the biological material and chemicals. (NOTE: Minors and Non-employees cannot work with or be exposed to human blood or body fluids or other potentially infectious material to include primary human cells. Certain hazardous chemicals and radiologicals are also restricted.)

REFERENCES:
1. Minors policy: HR Link http://www.hr.duke.edu/policies/expectations/minors.php
3. Code of Federal Regulations, Title 29, Part 570 (OSHA), Child Labor Regulations
PARTICIPATION AGREEMENT FOR MINORS IN DUKE LABORATORIES

In return for Duke University allowing me ______________________________ (“Participant”) to participate in activities in a Duke University laboratory, I/we understand and agree to the following:

1. **Inherent Risks of Workplace:** I/we understand that as the Participant I am entering a professional laboratory workplace and appreciate that risk and dangers are inherent to laboratory work. I/we agree to accept and assume all risks associated with the activities whether present or future, known or unknown, arising from or as a result of, voluntary participation in the activity. Understanding all of the risks involved, I/we hereby elect to voluntarily participate. I/we understand that the Participant is encouraged to discuss with the faculty supervisor any specific hazards in his/her workplace.

2. **Behavior Expectations of Supervisors and Co-workers:** I/we understand that the Participant’s supervisors and co-workers at Duke University are expected to act in a professional, appropriate and responsible manner. I/we understand that this means it is not appropriate for those in the Duke workplace to attempt to engage in any romantic or sexual activity, make romantic or sexual comments, tell sexual jokes or share sexually explicit materials with the Participant. If, at any time, I/we believe the Participant has been abused or engaged in inappropriate interactions, I/we will report it to Duke University Police and the faculty supervisor.

3. **Behavior Expectations of the Participant:** I/we understand that as a participant I also have the responsibility to make the activities a safe experience for myself and others through appropriate behavior and conduct. I/we also understand the danger associated with deviating from directions or procedures. I/we understand and agree not to deviate from any directions or procedures as stipulated by my supervisors at Duke University.

4. **Health Condition of the Participant:** I/we understand and agree that I/we will bear all financial responsibility for any medical treatment arising from participation in activities at Duke University. I/we will obtain and maintain throughout participation coverage under a policy of comprehensive health and accident insurance. Such policy shall provide coverage for injuries and illnesses that the Participant may sustain or experience while participating in activities in any Duke laboratory. Duke shall not provide medical insurance for, or assume financial responsibility for, any injury or illness I may incur while participating in activities in any Duke laboratory.

5. **ASSUMPTION OF RISK, AND PARENTAL CONSENT:**

In return for Duke University permitting my child to participate in activities in a Duke laboratory, and having read and understood this Agreement, I/we hereby agree to the following:

- I/we understand and agree that by participating in activities in any Duke laboratory, I/we will assume the risk of injury and damage from risks and dangers that are inherent in any activity.
- I/we acknowledge and represent that I/we have informed myself fully of the contents of this Agreement by reading it before I/we sign it, and that I/we have reviewed it and understand what it means and that I/we sign this document freely. I/we further state that there are no health-related reasons or problems which preclude or restrict the Participant’s participation in activities in any Duke laboratory.

Participants Signature: ___________________________________________ Date: _____________________

I am the parent or guardian of the above-named Participant. I have reviewed this Agreement and have discussed it with the Participant and concur with the Participant’s participation in activities at the School of Medicine under the terms of this Agreement.

Parent/Guardian’s Signature: ___________________________________________ Date: _____________________
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY
AND PARENTAL CONSENT AGREEMENT

IN CONSIDERATION of being permitted to participate in research activities associated with Duke University ("ACTIVITIES" as described on Page 3), for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of ACTIVITIES and that I am qualified and in proper physical condition to participate in such ACTIVITIES. I further acknowledge that the ACTIVITIES will involve collecting data from untamed animals and I further agree that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the ACTIVITIES.

2. Fully understand that (a) ACTIVITIES may involve risks and dangers of serious bodily injury, including permanent disability and death ("RISKS"); (b) these RISKS and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the ACTIVITIES, or the negligence of the "RELEASEES" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, cost and damages I incur as a result of my participation or that of the minor in the Activity.

3. Hereby release and discharge Duke University, its administrators, directors, agents, officers, members, volunteers, and employees, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "RELEASEES" or otherwise, including negligent rescue operations and I further agree that if despite this release and waiver of liability, assumption of risk and indemnity agreement, I, or anyone on my behalf makes a claim against any of the RELEASEES, I will indemnify, save and hold harmless each of the RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant: __________________________
Address: ____________________________
Date: ________________________________

Participant Acknowledgment Signature: ____________________________________

Witness Signature: ___________________________________
MINOR RELEASE

We, the minor’s parents, understand the nature of the ACTIVITIES and the minor’s experience and capabilities and believe the minor to be qualified and in proper physical condition to participate in such ACTIVITIES. Therefore, for myself, spouse and child I hereby release, discharge, and agree to indemnify and save harmless each of the RELEASEES from all liability, claims, demands, losses, or damages incurred on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations and further agree that if, despite this release, I, my spouse, my child, or anyone on my child’s behalf makes a claim against any of the RELEASEES named above, we will indemnify, save and hold harmless each of the RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost that may incur as the result of any such claim.

Minor’s Name: ______________________________
Parent: ________________________________
Address: _______________________________
Date: _________________________________
Signature: ______________________________

Parent: ________________________________
Address: _______________________________
Date: _________________________________
Signature: ______________________________

North Carolina
_______________ County

I, _____________________________, a Notary Public for said County and State, do hereby certify that ______________________________ and ________________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ______ day of ______________, 20 ___.

__________________________________________
(Official Seal)
Notary Public

Printed Name of Notary: _________________________

My commission expires: ___________________________
ACTIVITIES DESCRIPTION

Name of Participant: __________________________
Address of Participant: ________________________

Description of activities:

Species of animal working with:

Location of work: