

UNIVERSITY OF TOLEDO

SUBJECT: MINORS IN RESEARCH LABORATORIES

Procedure No: HM-08-015

PROCEDURE STATEMENT

In keeping with the institution's mission of education and outreach, The University of Toledo provides opportunities to individuals under the age of 18 years old to gain experience in research laboratories for educational purposes. This procedure applies to all laboratories and groups and describes the requirements that must be fulfilled before Minors participate in different levels of laboratory activities. This procedure shall be followed by all Minors working in a research lab on any University of Toledo Campus.

PURPOSE OF PROCEDURE

The purpose of this document is to define and clarify which Minors will be allowed to access, observe and conduct academic research in laboratories at the University of Toledo. The goal of this procedure is to protect the health and safety of the Minor, to prevent injury arising from a potential exposure to harmful agents or conditions and to assure that the Minor's parent(s) or guardian(s) has **appropriately consented** to the Minor's participation in the laboratory activity. All laboratory activities are subject to the Institutional Chemical Hygiene Plan [HM-08-026](#), [Appendix A](#), [Appendix B](#), [Appendix C](#).

RESPONSIBILITY

Principal Investigators (PI) or designees of the sponsoring laboratories have the primary responsibility to supervise all laboratory activities and to restrict activities, as necessary, depending on the nature of the materials (e.g. hazardous chemicals, radiological, biological) found in the lab. PI's, authorized designee, or instructor of record of the supporting laboratory are required to comply with University of Toledo [Policy #3364-10-17 "Minors on Campus"](#). The PI is responsible to ensure that the minor(s) have completed initial and annual laboratory safety, biosafety and LASER safety training as applicable.

DEFINITIONS

Minors — anyone under the age of 18 years old

Minors at UT— anyone under the age of 18 years old working as a student, volunteers, or other related positions at the University of Toledo.

PROCEDURE

All Minors

1. Parental written consent is required for Minors to work in any laboratory (Appendix A). The Principal Investigator will retain the consent for 6 years.
2. Minors entering labs must be at least 12 years of age.
3. Minors may not work with human and/or nonhuman primate: blood, body fluids and tissues (including cadaveric materials), or other potentially infectious materials unless proven to be non-infectious per the OSHA bloodborne pathogen standard.
4. Minors may not manipulate or handle radioactive materials.
5. Minors may not work with the Toledo Heavy Ion Accelerator (THIA), without special permission granted by the RSO and Individual Responsible for Radiation Protection listed on the Ohio Department of Health registration for the University of Toledo..

6. Minors must complete all training requirements for laboratory safety and health.
7. Minors are not permitted in Laboratories posted at Biosafety Level 3.
8. Minors must be attended at all times as they observe in laboratories or animal facilities.
9. Minors are permitted in the following areas for observation only, with permission and supervision from the lab PI: Animal Facilities, Biosafety Level 2 Laboratories, Laboratories in which known carcinogens, reproductive toxins or other acutely toxic chemicals are being handled, or other rooms with unusual hazards (machine rooms, electrical rooms, equipment rooms, etc.).

Minors at UT

1. **Minors at UT** are permitted to work in the following areas, with permission and supervision from the lab PI: Biosafety Level 2 Laboratories, Laboratories in which known carcinogens, reproductive toxins or other acutely toxic chemicals are being handled, or other rooms with unusual hazards (machine rooms, electrical rooms, equipment rooms, etc.). All required training applies.
2. **Minors at UT** can work in animal facilities with proper training, IACUC approval, and permission from the lab PI. All required training applies.
3. **Minors at UT** are permitted to work in areas with Non-Medical Radiation Generating Equipment with permission and supervision from the lab PI, authorized designee, or instructor of record. The minor must complete a general radiation safety training for the equipment they will be working with. All training must be kept on file for 5 years.

NOTE: Any exceptions to these rules must be approved through the Environmental Health and Radiation Safety, Office and Research and Sponsored Programs, and the Provost. **Volunteers** must obtain affiliate status before beginning work in laboratories. The following procedure explains how to obtain affiliate status at UT <http://www.utoledo.edu/parkingservices/affiliate-parking/affiliate-account-request.html>. All volunteers on the Health Science Campus must follow Program Enrollment Policy Number: [3364-103-VS-04](#).

Source: Safety and Health Committee

Effective Date: 2/1/2016

Review/Revision Date: 6/26/18

11/8/18

8/9/2019

Appendix A

Parental Consent Form for Minors Entering a Research Laboratory at the University of Toledo

LIABILITY RELEASE AND COVENANT NOT TO SUE

This is a legally binding Release executed by _____ [Full legal name of Student/Participant] (“Participant”) whose address is _____, and by _____ [Full legal name, address of Participant's Parent or Guardian] (“Parent” or “Guardian”) (Participant and Parent or Guardian collectively referred to as “We”) to The University of Toledo.

We, the undersigned, request that the Participant be granted permission to participate in an educational opportunity in the College of _____ with Professor _____ at The University of Toledo including, but not limited to: shadowing, learning, observing, and being in laboratories with access to chemicals, equipment, materials, etc. that could be hazardous. Individual laboratories vary in the inherent types of potential hazards present. While participating in this program, we understand that Participant may need to work with or around biological materials, chemicals, radioactive materials or other potentially hazardous materials. As part of his or her project, Participant will work with or perform the following:

[Briefly describe the proposed lab activity’s – including potential hazardous materials the students will work with in the laboratory, as well as a specific description of any work involving animals that will be performed by the student].

Check any boxes that apply to the work:

- Biosafety level 2 Carcinogens, reproductive toxins, or other acutely toxic chemicals Unusual Hazards
 Non-Medical Radiation Generating Equipment

The University of Toledo provides safety training to all personnel who may work with or in the vicinity of potentially hazardous materials. We understand that Participant will be required to attend laboratory safety training, and may be required to attend additional training sessions, depending on the nature of his or her particular project. Further questions on these topics can be directed to: _____ [Laboratory Principle Investigator].

We understand the risks inherent in said activity, which may include bodily injury, death or property damage. We, the undersigned, understand that Participant will not be providing services for or to The University of Toledo, will not be an employee of The University of Toledo, and will not be entitled to any wages or payment for services.

In consideration of Participant being permitted to participate in the Activity, We do hereby release, waive, forever discharge, and covenant not to sue the State of Ohio, The University of Toledo, its governing board, officers, agents, employees, and any students acting as employees (“Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. It is our express intent that this release and hold harmless agreement shall bind the members of Participant’s family, estate, heirs, administrators, personal representatives or assigns.

We understand and agree that Releasees may not have medical personnel available at the location of the Activity. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any expense, injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. We further state that there are no health-related reasons or problems which

preclude or restrict the Participant's participation in this Activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to Participant.

In signing this Release, we acknowledge that we have reviewed and understand what the above means and that this document is signed as a free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement have been made. We further agree that this Release shall be construed in accordance with the laws of the State of Ohio.

I, Parent/Guardian, further state that I am Participant's legal Parent/ Guardian, and that I am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for Participant and Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

STUDENT/PARTICIPANT

WITNESS

(Signature)

Date

(Name)

PARENT OR GUARDIAN

(Signature)

Date

(Signature)

Date