



## Policy 325

# MOUs for Collaborating Institutions and “Fee for Service” Situations

<b>Responsible Official:</b>	Research Administration
<b>Administering Division/Department:</b>	IACUC / Research Compliance and Regulatory Affairs
<b>Effective Date:</b>	11/18/2015
<b>Last Revision Date:</b>	1/18/2023

### 325.1 Background

There are many circumstances that involve collaborations between institutions involving animals or relationships between institutional animal care and use programs. To avoid potential ambiguities in such institutional collaborations, it is imperative that the institutions define their respective responsibilities. The Office of Laboratory Animal Welfare (OLAW) and the United States Department of Agriculture’s Animal Plant Health Inspection Service (APHIS) agree that review of a research project or evaluation of a program or facility by more than one recognized Institutional Animal Care and Use Committee (IACUC) is not a federal requirement. However, OLAW states that when an institution desires to have collaborative activity involving animals performed at another institution, the institutions should have a formal written understanding (e.g., memorandum of understanding or MOU) that addresses responsibilities for animal care and use, ownership, and IACUC review and oversight. The *Guide for the Care and Use of Laboratory Animals* states on p. 15: “...participating institutions should have a formal written understanding (e.g., a contract, memorandum of understanding, or agreement) that addresses the responsibility for offsite animal care and use, animal ownership, and IACUC review and oversight.”

### 325.2 Scope

The purpose of this policy is to describe the requirement for a written understanding when there is collaborative work between Emory University (EU) and another domestic institution that involves animals and procedures conducted at EU. This policy includes all funded and non-funded experimental work. This policy also addresses the “fee for service” situation where EU provides specialized equipment or service that will be utilized by the other domestic institution.

### 325.3 Policy

Collaborations between an EU investigator and another domestic institution involving animal care and use require a formal written understanding or MOU that addresses the responsibility for animal care and use, animal ownership, and IACUC review and oversight. Responsibility and oversight of animals during transport between institutions will not be the responsibility of EU.

### 325.4 Procedures

**325.4.1** An MOU signed by an authorized representative from EU and the collaborating institution must be in place prior to starting animal work.



**325.4.2** An EU investigator desiring to initiate a collaborative activity involving animals that will involve institutions other than EU shall submit a MOU to the EU IACUC office for review to ensure all necessary requirements have been met prior to authorizing animal care or use in a collaborative arrangement. If the collaborative activity involving animals will be performed at EU and the collaborating institution is not a PHS Assured Institution, then the EU investigator shall inform the EU IACUC Office of the circumstance as early as possible, because EU and the collaborating institution may need to also enter into an Interinstitutional Assurance to submit to OLAW for PHS approval prior to starting animal work.

**325.4.3** When EU investigators are the primary holders of the funding and work with animal subjects is going to be conducted outside the Emory Research Facilities, the PI works with the IACUC Office to initiate the MOU and then forwards it to the collaborating entity for completion and signature.

**325.4.4** When EU investigators are going to conduct work with animal subjects through a collaboration with an entity outside Emory University, IACUC Office works with the PI and the collaborator's IACUC Office to review and complete the other institution's MOU.

**325.4.5** No work with animal subjects must be initiated until the MOU has been finalized, that is, it has been signed by both parties.

**325.4.6** The MOU should address the following:

- PHS Animal Assurance and USDA registration numbers for each institution, if applicable
- the scope of responsibility for each institution's IACUC for review and oversight
- assignment of animal ownership
- identification of the institution that will make the day-to-day decisions about animal care (if housed overnight)
- identification of the institution that will assure congruence between the animal work described in the grant application and the animal work that has been approved at the institution where the activity will be conducted
- sharing of protocol review information
- reporting of noncompliance, adverse events, and significant issues found during semi-annual program and facility evaluations or by other means.

**325.4.7** Two template MOU documents are appended to this policy. The template documents may be modified, as needed, on a case-by-case basis. The first template covers collaborative research between Emory and another PHS-assured Institution. The second template covers the use of the Emory University animal facilities or equipment by another institution under a "fee-for-service" arrangement; no collaborative research between Emory and the other Institution is acknowledged or implied.

### **325.5 Reference**

AAALACI (Association for Assessment and Accreditation of Laboratory Animal Care International). "Who's responsible for offsite animals?" Connection Spring 2003: 6-11, 13.  
[<https://www.aaalac.org/pub/?id=044B7A87%2D0273%2DC623%2DF275%2DFDAA5C66FD1F>]

### **325.6 Appendix**

**325.6.1** MOU for Animal Care and Use Oversight between Collaborating Institutions

**325.6.2** MOU for Use of Emory University Animal Research Facilities



**Contact Information**

<b>Subject</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
Clarification of Policy	Office of Research Compliance and Regulatory Affairs - IACUC	404-712-0734	iacuc@emory.edu

**Revision History**

- 09/04/2019; 12/21/2022; 1/18/2023



Research Compliance and Regulatory Affairs  
 Research Administration  
 Institutional Animal Care and Use Committee



Institutional Animal Care & Use Committee  
 Campus Mail: 599-001-1AU  
 US Mail: 1599 Clifton Rd NE; Room 5.207; Atlanta, GA 30322

Office: 404-712-0734  
 FAX: 404-727-8452  
 Web: <https://rcra.emory.edu/iacuc>

**MEMORANDUM OF UNDERSTANDING  
 FOR ANIMAL CARE AND USE OVERSIGHT BETWEEN COLLABORATING PHS-ASSURED INSTITUTIONS  
 (When Emory is the Primary Grantee)**

This is a Memorandum of Understanding (MOU) between Emory University and the collaborator noted below for the performance of animal research, testing, or teaching; where both institutions have a current and active PHS Assurance, and may (or may not) have a USDA registration and/or AAALAC accreditation. This MOU is entered into by both institutions' programs of animal care & use, and sets forth the agreed terms and conditions in accordance with which both institutions shall collaborate on an animal care & use activity.

**ADMINISTRATIVE INFORMATION – EMORY UNIVERSITY**

USDA Customer Number: 896

PHS Assurance: A3180-01

**AAALAC Unit Numbers:**

Emory National Primate Research Center: 000630

Emory University: 000781

PI Name: \_\_\_\_\_

Protocol Number: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Protocol Title: \_\_\_\_\_

**ADMINISTRATIVE INFORMATION – COLLABORATOR**

USDA Customer Number: \_\_\_\_\_ PHS Assurance: \_\_\_\_\_ AAALAC Unit Number: \_\_\_\_\_

PI Name: \_\_\_\_\_

Protocol Number: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Protocol Title: \_\_\_\_\_

Emory		Select the correct response for each statement, then sign below (electronically or hard copy) and return.	Collaborator	
Yes	No		Yes	No
✓		The parties acknowledge that both institutions are independent programs of animal care and use qualified to perform research animal care and use activities in compliance with all applicable federal and state animal welfare laws, regulations and policy.		
✓		The parties agree that transportation of animals to their respective institutions will comply with the requirements of the Animal Welfare Act, USDA regulations and the Guide for the Care and Use of Laboratory animals, if and when applicable.		
✓		The parties acknowledge that ownership of the animals engaged in activities associated with this MOU reside with the party in possession of the animals.		
✓		The parties acknowledge that _____ is responsible for appropriate care and oversight of animals while in their possession, and the provisions of appropriate husbandry, peri-procedural care, pain management, and methods of disposition regardless of funding source.		
✓		The parties agree to follow and participate in the institution's occupational health, safety and medicine program where the procedures under this MOU are taking place.		
✓		The parties acknowledge that each institution's IACUC is ensuring protocol-grant congruency of animal activities associated with this MOU that are supported by PHS funds to each institution.		
✓		The parties acknowledge that each institution is responsible for reporting incidents of noncompliance to OLAW if and when the noncompliance involves their PHS-supported activities associated with this MOU. If the noncompliance is significant noncompliance requiring suspension of the protocol, then the parties acknowledge a report must be made to the Grants Management Officer, who can require the return of some or all PHS funds.		

		The Collaborator acknowledges that the Collaborator's IACUC will review and approve all proposed animal research activities and any subsequent modifications to animal activities associated with this MOU prior to the initiation of those activities.		
		The Collaborator acknowledges that it will adhere to the specific facility's SOP and provide a copy of the IACUC-approved protocol, any IACUC-approved amendments, and any corresponding IACUC-approved letters to the Emory IACUC as soon as possible after IACUC-approval but no later than 30 days from IACUC approval.		
		The Collaborator acknowledges that it is responsible for reporting USDA-regulated species related to animal activities associated with this MOU in the Collaborator's USDA Annual Report (APHIS Form 7023) including any corresponding IACUC-approved exceptions to the animal welfare standards, if applicable.		
		The Collaborator acknowledges that it has a process for monitoring on-going animal related activities, including established procedures for identifying and reporting adverse events and noncompliance associated with animal care and use at its facility.		
		The Collaborator agrees to promptly report to the Emory IACUC, but no later than 30 days of the identification of any unanticipated adverse events that occur during the conduct of the research activities associated with this MOU that directly impact animal welfare or well-being.		
		The Collaborator agrees to promptly report to the Emory IACUC, but no later than 30 days of the identification of any incidence of noncompliance with an IACUC-approved animal activities associated with this MOU.		
		The Collaborator agrees to promptly report to the Emory IACUC, but no later than 30 days of the identification of any identified significant programmatic deficiencies that may impact animal welfare or the animal activities associated with this MOU.		
		The Collaborator acknowledges that its IACUC is responsible for reporting to USDA any IACUC suspensions of animal activities and any failures to correct significant deficiencies within the IACUC established time frame for correction to animal activities associated with this MOU.		
		The Collaborator acknowledges that it will provide to the Emory IACUC, upon request, any regulatory information related to program procedures or activities associated with this MOU to representatives of the Emory animal care and use program.		
		Collaborator agrees to release and covenants not to sue Emory University, its trustees, officers, employees, and students for any claim, liability, damage or cause of action arising out of the use of or presence at Emory University facilities by Collaborator, its researchers and its research animals. If the Collaborator is a private entity, then Collaborator agrees to hold harmless and indemnify Emory University, its trustees, officers, employees and students from and against any and all claims, damages, liabilities, or actions arising from Collaborator, its researchers, or its research animals presence at or use of Emory Facilities.		
		The Collaborator agrees that no work will be subcontracted or performed at another location without obtaining approval from the Emory University principal investigator and IACUC. Additional review by the IACUC is required prior to Emory University issuing approval of work at another location.		

**Animal Program Representatives**

**Emory University**

**Collaborator Representative**

\_\_\_\_\_  
Signature of Emory Representative

\_\_\_\_\_  
Signature of Collaborator Representative

Director, IACUC  
1599 Clifton Rd NE, Room 5.207

Title

Phone: 404-712-0734

Phone:

Email: [IACUC@emory.edu](mailto:IACUC@emory.edu)

Email:

Date:

Date:



Research Compliance and Regulatory Affairs  
 Research Administration  
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 Web: <https://rcra.emory.edu/iacuc>

**MEMORANDUM OF UNDERSTANDING  
 FOR ANIMAL CARE AND USE OVERSIGHT  
 DURING USE OF EMORY UNIVERSITY ANIMAL RESEARCH FACILITIES**

This is a Memorandum of Understanding (MOU) between Emory University and the Institution noted below for the use of the animal facilities located at Emory University for their research. No collaborative research between researchers at Emory and the Institution noted below is acknowledged or implied.

**ADMINISTRATIVE INFORMATION – EMORY UNIVERSITY**

USDA Customer Number: 896  
 PHS Assurance: A3180-01

**AAALAC Unit Numbers:**

Emory National Primate Research Center: 000630  
 Emory University: 000781

**ADMINISTRATIVE INFORMATION – INSTITUTION**

USDA Customer Number: \_\_\_\_\_ PHS Assurance: \_\_\_\_\_ AAALAC Unit Number: \_\_\_\_\_  
 PI Name: \_\_\_\_\_  
 Protocol Number: \_\_\_\_\_ Approval Date: \_\_\_\_\_  
 Protocol Title: \_\_\_\_\_

Emory		Select the correct response for each statement, then sign below (electronically or hard copy) and return.	User	
Yes	No		Yes	No
✓		<b>The parties agree that</b> the Institution's Researchers will conduct their research in accordance with the Institution's Animal Care and Use Protocol described above.		
✓		<b>The parties agree that</b> the Institution will own all animals used in the research, and the Institution shall have responsibility for their care and husbandry at all times		
✓		<b>The parties agree that</b> the Institution shall ensure that all use and care of the animals is in full accordance with all federal laws, regulations, and policies and that Institution's researchers comply with such, as well as with the above Protocol(s) and any other applicable Emory University rules, SOPs and policies regarding the use of the facilities. An Emory veterinarian provides oversight in all cases except transport.		
✓		<b>The parties agree that</b> at least two weeks prior to use of the facilities covered by this MOU, the Institution shall provide to the person responsible for the Emory University Facility as well as the Emory IACUC Office a copy of the protocol approved by the Institution's IACUC covering the research activities at Emory. Additional information provided to the person responsible for the Emory University Facility includes the names of the personnel from the Institution accompanying the animals and a description of what procedure will be done and or substances will be administered, if applicable.		
✓		<b>The parties agree that</b> all Institution's Researchers must participate in the Institution's occupational health, safety, and medicine program. Such program must be comparable to and meet any unique requirements of Emory's program.		
✓		<b>The parties agree that</b> Emory University may provide any veterinary and husbandry care to the animals while present at Emory University facilities that it deems necessary to preserve the life or health of the animals or to ensure compliance with federal laws, regulations and policies, or on a fee for service basis, and Institution		

		hereby consents to the provision of such care and agrees to pay or reimburse Emory University for any related costs.		
✓		<b>The parties agree that</b> the Institution agrees to release and covenants not to sue Emory University, its trustees, officers, employees, and students for any claim, liability, damage, or cause of action arising out of the use or presence at Emory University facilities by Institution, its researchers, and its research animals. In addition, if Institution is a private entity, then Institution agrees to hold harmless and indemnify Emory University, its trustees, officers, employees, and students from and against any and all claims, damages, liabilities or action arising from Institution's, its researchers', or its research animals' presence at or use of the facilities.		
✓		<b>The Institution agrees that</b> the person signing on its behalf has the authority to do so and to bind Institution to the terms and condition. By signing below, Emory and Institution agree to terms and conditions set forth in this Memorandum of Understanding.		

**Animal Program Representatives**

**Emory University**

**Institution Representative**

\_\_\_\_\_  
Signature of Emory Representative

Title:

Phone: 404-712-0734

Email: [IACUC@emory.edu](mailto:IACUC@emory.edu)

Date:

\_\_\_\_\_  
Signature of Institution Representative

Title:

Phone:

Email:

Date:

**Emory Facility Representative**

\_\_\_\_\_  
Signature of Emory Facility Representative

Title:

Phone:

Email:

Date: