**FDP MEMORANDUM OF UNDERSTANDING**

**FOR ANIMAL CARE AND USE OVERSIGHT**

**BETWEEN COLLABORATING PUBLIC HEALTH SERVICE (PHS)-ASSURED INSTITUTIONS**

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| The purpose of this Memorandum of Understanding (MOU) is to establish expectations and responsibilities of collaborating institutions for the humane care and use of vertebrate animals for research, teaching, and/or testing. In accordance with the *Guide for the Care and Use of Laboratory Animals* (p. 15)[[1]](#footnote-1),[[2]](#footnote-2), and/or USDA Inspection Guide[[3]](#footnote-3) and/or as stipulated by the applicable federal funding agency, institutions should have a formal written understanding (*e.g.,* a Memorandum of Understanding) that addresses responsibilities for animal care and use, ownership, and IACUC review and oversight. This MOU may be used for both funded and unfunded collaborations. |

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| **APPLICABILITY:** This MOU applies only to the protocol(s) specifically listed below. |

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| **NAME OF INSTITUTION A (Initiating institution and/or recipient of prime award if grant funded):**  **USDA Registration Number**:  **OLAW Assurance Number:**  **AAALAC Accreditation Date**:  **AAALAC Accreditation Status**:  **Principal Investigator Name:** (please provide a table, if multiple)  **Protocol Number:** (please provide a table, if multiple)  **Protocol Approval Date:** (please provide a table, if multiple)  **Protocol Title:** (please provide a table, if multiple)  **Sponsor(s):** (please provide a table, if multiple)  **Award Number(s):** (please provide a table, if multiple)  **Projected Award End Date(s):** (please provide a table, if multiple) |
| **NAME OF INSTITUTION B: (Receiving institution and/or recipient of subaward if grant funded)**  **USDA Registration Number**:  **OLAW Assurance Number:**  **AAALAC Accreditation Date**:  **AAALAC Accreditation Status**:  **IACUC Administrative Contact:** (name, email address, phone)  **PI Name**: (please provide a table, if multiple)  **Protocol Number**: (please provide a table, if multiple)  **Protocol Approval Date**: (please provide a table, if multiple)  **Protocol Title**: (please provide a table, if multiple) |

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| **INSTITUTION A** | | **Indicate affirmative agreement or N/A to each of the terms below then sign and return this form to [ ]** | **INSTITUTION B** | |
| **Yes** | **N/A** | **Yes** | **N/A** |
| **Program-wide Acknowledgements** | | | | |
|  |  | The parties acknowledge that each institution maintains an independent program of animal care and use qualified to perform animal care and use activities in compliance with all applicable federal and state animal welfare laws, regulations and policy. **Both institutions agree to notify the other party promptly of any changes in such status.** |  |  |
|  |  | The parties agree to share any information necessary to comply with regulatory requirements related to program procedures or activities associated with this MOU, upon request. |  |  |
| **Transportation** | | | | |
|  |  | The parties agree that transportation of animals between or within respective institutions will comply with the requirements of the Animal Welfare Act Regulations, the *Guide for the Care and Use of Laboratory Animals*, the Guide for the Care and Use of Agricultural Animals in Research and Teaching (Ag Guide), as applicable. |  |  |
| **Ownership & Oversight** | | | | |
|  |  | The parties acknowledge that ownership of animals related to this MOU resides with INSTITUTION [Choose one: A/B]. No transfer of ownership is implied unless otherwise described in another agreement between the parties. |  |  |
|  |  | The parties acknowledge that each institution is responsible for appropriate care and oversight of animals while in their possession, and the provision of appropriate husbandry, peri-procedural care, pain management, and methods of disposition. |  |  |
|  |  | All animal activities related to this MOU will be reviewed and approved by INSTITUTION [Choose one: A’s/B’s/A’s & B’s] IACUC prior to the initiation of those activities. |  |  |
|  |  | The parties acknowledge that INSTITUTION [Choose one: A/B] will ensure protocol-grant congruency of animal use activities associated with this MOU, when applicable. |  |  |
|  |  | The parties acknowledge that each has a process for monitoring on-going animal related activities on their property, including established procedures for identifying and reporting potential adverse events and any non-compliance associated with animal care and use at its facility. |  |  |
| **Investigation and Reporting** | | | | |
|  |  | The parties agree that INSTITUTION [Choose one: A/B] is responsible for notification, investigation, and reporting of serious or continuing incidents of noncompliance and protocol suspension to OLAW, the accrediting body, or regulatory agency (*e.g*., AAALAC, USDA) in accordance with reporting requirements. Copies of these reports and any responses received are forwarded to the other INSTITUTION. |  |  |
|  |  | The parties acknowledge that INSTITUTION A is responsible for contacting the Grants Management Officer (GMO) in the event of significant noncompliance. Such noncompliance may necessitate the return of federal funding. In such cases, if the significant noncompliance involves animal use activities approved at INSTITUTION B, the parties will work collaboratively to ensure timely, accurate, and complete disclosure to the GMO. |  |  |
|  |  | INSTITUTION B agrees to promptly notify INSTITUTION A, within 30 days of identification, any potentially reportable events, specific to the protocol related to this MOU and/or any significant programmatic deficiencies occurring during the conduct of the activities associated with this MOU that directly impact animal welfare or well-being. |  |  |
|  |  | INSTITUTION A agrees to promptly notify INSTITUTION B, within 30 days of identification, any potentially reportable events, specific to the protocol related to this MOU and/or any significant programmatic deficiencies occurring during the conduct of the activities associated with this MOU that directly impact animal welfare or well-being. |  |  |
|  |  | INSTITUTION B is responsible for reporting USDA-regulated animal activities annually on the USDA Annual Report (APHIS FORM 7023). Such reports must include any corresponding IACUC-approved exceptions to the animal welfare standards, as applicable. |  |  |
|  |  | The parties acknowledge that each institution’s IACUC is responsible for reporting to the USDA any IACUC suspensions of animal activities and any failures to correct significant deficiencies within the IACUC-established time frame for correction related to animal activities associated with this MOU and which fall under their institution’s IACUC approval. |  |  |
| **Other Requirements Not Addressed Above** | | | | |
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| **Signatures of Animal Program Representatives**  **(IACUC Chair, AV, IACUC Administrator, or IO)** | |
| This MOU becomes effective upon the date of last signature, and will remain in effect for five (5) years (unfunded collaborations) or for the duration of portion of the funding related to this MOU (funded collaborations) unless sooner terminated by either party on notice to the other. Either party may terminate this MOU without cause upon sixty (60) days written notice. Both parties acknowledge that INSTITUTION A will notify the funding agency of the change in performance site, as applicable. | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:**  **Name:**  **Title:**  **E-Mail:**  **Phone:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:**  **Name:**  **Title:**  **E-Mail:**  **Phone:** |

1. See OLAW FAQ D8, <https://olaw.nih.gov/guidance/faqs#D>. [↑](#footnote-ref-1)
2. See *Guide* p. 15. *https://www.nap.edu/read/12910/chapter/3#15* [↑](#footnote-ref-2)
3. See USDA Inspection Guide: <https://www.aphis.usda.gov/animal_welfare/downloads/Animal-Care-Inspection-Guide.pdf> [↑](#footnote-ref-3)