

**INTER-INSTITUTIONAL MEMORANDUM OF UNDERSTANDING  
For Animal Care and Use Oversight**

**Name of Institution or Organization Providing IACUC Review and Oversight ("Institution A")**

**[Name of University]**

OLAW Assurance #: AXXXX-01

Research Facility USDA, Certificate #: XX-RXXX

**Name of Institution Relying on Institution A's IACUC ("Institution B")**

**[Name of University]** OLAW Assurance #: AXXXX-01

Research Facility USDA, Certificate #: XX-RXXX

The Signatory Officials signing below agree that Institution B will rely on the IACUC at Institution A for review and continuing oversight as designated in this Inter-Institutional Memorandum of Understanding for the elements of the protocol below that involve the care and use of live animals at Institution A:

Institution A's IACUC protocol number: **084X**

Name of Research Project: **Pacific Northwest Center for Excellence, Project Q**

Name of Principal Investigator: **Other J. Investigator, Ph.D.**

Sponsor or Funding Agency: **NIH**

Award Numbers: **U54...etc.**

Grant Funded through: **Institution B**

Institution A and Institution B acknowledge that both institutions are independent programs of animal care and use qualified to perform animal care and use activities under federal and state regulatory requirements. The parties further acknowledge that each institution is responsible for animals housed and maintained at their respective facility, regardless of source of funding or ownership of the animals. With regard to the animals at Institution A that are in Institution B's study, Institution A acknowledges and agrees as follows:

1. The review and continuing oversight performed by Institution A's IACUC will meet the animal subjects protection requirements of Institution A's OLAW Assurance.
2. Institution A will monitor on-going animal related activities.
3. Institution A has established procedures for identifying and reporting adverse events associated with animal care or use, and Institution A's IACUC will report any adverse events, including protocol deviations and actions, promptly to OLAW and to appropriate officials at Institution B in a timely manner, but not later than 30 days from discovery of the event.

4. Minutes of Institution A's IACUC meetings relevant to the protocol above and other regulatory information concerning the procedures or activities relating to the protocol above will be made available upon request to Institution B.
5. Institution A assumes responsibility for day-to-day decisions and oversight regarding care and use of the animals, including the provisions of husbandry, and pain management, during the time they are housed and maintained at Institution A.

Check if animals will be transported from:

☐ Institution A to Institution B

☐ Institution B to Institution A

Each party agrees to coordinate the transportation of animals with the other party to facilitate the safe and secure transport of the animals. The shipping institution will be responsible for utilizing an appropriate and qualified carrier for transport of the animals to the other institution. Responsibility for the care and well-being of animals that are shipped will be assumed by the receiving institution upon signed receipt of the animal shipment.

Institution B acknowledges and agrees that it assumes responsibility for verifying, by providing the IACUC protocol approval date, that there is congruence between the activities set forth in the grant application referenced above and the animal care and use activity approved at Institution A.

Institution A and Institution B agree that this document will be kept on file at both institutions and provided to OLAW upon request.

<INDEMNIFICATION LANGUAGE INSERTED HERE IF NEEDED>

By signing below, Institution A and Institution B agree to the terms and conditions set forth in this Inter-Institutional Memorandum of Understanding.

Signature of Signatory Official (Institution A) \_\_\_\_\_ Date \_\_\_\_\_

Print Full Name: \_\_\_\_\_ Institutional Title \_\_\_\_\_

Signature of Signatory Official (Institution B) \_\_\_\_\_ Date \_\_\_\_\_

Print Full Name:

Institutional Title:

OHSU::\_Phone::\_Fax::\_Email::\_

**When OHSU is Institution A under the agreement, then no indemnification language is included in the agreement.**

**When OHSU is Institution B under the agreement and the other party is indemnifying OHSU (and OHSU is not indemnifying the other party), include the following:**

Institution A agrees to hold harmless, defend, and indemnify Institution B, its directors, officers, employees and agents from and against any and all liability, damages, settlements, loss, costs, and expenses (including reasonable attorneys' fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of Institution A's reckless or negligent acts or omissions relating to this Inter-Institutional Memorandum of Understanding.

**If there is mutual indemnification and OHSU is Institution B (albeit, if mutual indemnification is sought, I would recommend removing all indemnification language), include the following:**

Institution A agrees to hold harmless, defend, and indemnify Institution B, its directors, officers, employees and agents from and against any and all liability, damages, settlements, loss, costs, and expenses (including reasonable attorneys' fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of Institution A's reckless or negligent acts or omissions relating to this Inter-Institutional Memorandum of Understanding.

Subject to any and all limitations on liability, exclusions, and notice requirements of the Oregon Constitution and/or as set out in the Oregon Tort Claims Act (ORS 30.260 through 30.300), Institution B shall defend, indemnify, and hold harmless Institution A, its officers, employees and agents from and against any third-party liability which may arise under this Inter-Institutional Memorandum of Understanding to the extent that it arises out of the tortious acts of Institution B, its officers, employees, or agents when acting within the scope and course of their employment or duties. Institution B shall not be required to defend, indemnify or hold harmless Institution A, its officers, employees, or agents for any other liability, including but not limited to any liability arising out of the tortious acts of any Institution B officer, employee, or agent acting outside of the scope or course of his or her employment or duties, and/or the tortious acts of any other party, including without limitation, the employees or agents of Institution A.

In addition, if the mutual indemnification language is used, then a governing law provision also needs to be added to the agreement, because if Oregon law is not used it could result in loss of the Tort Claim Act protections in the indemnification provision, so here is the additional language in this instance:

**THIS INTER-INSTITUTIONAL MEMORANDUM OF UNDERSTANDING SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS.**