MEMORANDUM OF UNDERSTANDING FOR ANIMAL CARE

BY AND BETWEEN

NORTHEAST OHIO MEDICAL UNIVERSITY, THE UNIVERSITY OF AKRON,
KENT STATE UNIVERSITY, CLEVELAND STATE UNIVERSITY
AND YOUNGSTOWN STATE UNIVERSITY

This Memorandum of Understanding ("MOU") is created by and between Northeast Ohio Medical University ("NEOMED"), the University of Akron ("UA"), Kent State University ("KSU"), Cleveland State University ("CSU"), and Youngstown State University ("YSU") (collectively, "the Institutions" or "the Parties", or individually, "Institution" or "Party") to establish the understanding and agreement of the Parties to provide animal care support during times of emergency.

The Parties understand and agree that "times of emergency" are meant to include times when, as a result of either man made or natural disaster, an Institution's animal care facilities or program is rendered inoperable or inadequate for the proper care of its animals. For the purposes of this MOU, the Institution that is experiencing the emergency and owns the animals is the "Owner Institution" whereas the Institution that is assuming the care for the animals during the emergency is the "Housing Institution."

By participating in this MOU, each Institution represents that it has an independent Institutional Animal Care and Use Committee ("IACUC") responsible for the humane care, treatment and use of animals; an independent Institutional Official ("IO"); and an Attending Veterinarian ("AV") who has been appointed by the animal care program's IO. The Parties further understand and agree that UA, KSU, CSU, and YSU have contracted with NEOMED for the provision of AV services to each respective Institution.

Based on these representations, understandings and agreements, the IOs, on behalf of their respective institutions, further agree to the following:

A. **Animal Ownership.** Animals are owned by the Institution that purchased the animals and has ultimate fiscal responsibility for the animals. All charges related to the purchase, acquisition transportation, care, treatment, use, maintenance and disposal of said animals are the responsibility of the Owner Institution. For the purpose of reporting animal use to the United States Department of Agriculture ("USDA"), or Association for Assessment and Accreditation of Laboratory Animal Care International ("AAALAC") animals are reported on the Owner Institution’s Annual Report.

B. **Veterinary Care.** Veterinary care of animals, including emergency care, will be provided by the AV of the Housing Institution, or his/her designee. Such care is provided, whenever possible, in consultation with a participant (e.g., principal investigator / Study Director, technical staff) on the protocol under which the animals are used or with the Owner Institution’s AV, if different from the Housing Institution’s AV.

C. **IACUC Responsibility.** IACUC responsibilities are shared between the Owner Institution and the Housing Institution. Primary responsibility for review and approval of a particular animal use protocol rests with the IACUC at the Owner Institution. Responsibility for the oversight
and regulation of animal care and use during times of emergency rests with the Housing Institution's IACUC. For projects that are conducted at the Owner Institution and include a period of emergency or routine housing, veterinary care, or animal treatment at the Housing Institution, the IACUC at the Housing Institution may choose to accept the IACUC review and approval of the Owner Institution. In these cases, copies of the approved IACUC protocol, including any modifications and annual updates, shall be maintained at the Housing Institution.

D. Investigator Responsibility. The Study Director / principal investigator, co-investigators, and all research staff and students working on an animal use project are subject to all IACUC and animal care program policies and procedures of the facility at the Housing Institution.

E. Responsibility for External Regulatory and Accrediting Body Compliance. Responsibility for correcting deficiencies noted by external regulatory and accrediting bodies rests with the Housing Institution. For animals that belong to one Institution and are housed at another, the animal care programs of both institutions may be cited with a deficiency pertaining to the animals, their housing area, and other related aspects of the program.

F. Confidentiality. The Housing Institution and its employees will, at all times, protect the confidentiality of the study to the extent permitted by law. No claims to intellectual property rights will be made by the Housing Institution.

G. Approval of Animal Transfers. Prior to the transfer of animals, an appropriate representative (e.g., the Vivarium Manager/Supervisor or AV) of the Owner Institution wishing to transfer animals notifies the AV at the Housing Institution who consults with the IACUC Chairperson (or his/her designee) of the Housing Institution. The AV and the IACUC Chairperson may determine the suitability of the transfer and may choose to approve the transfer, or may choose to refer it to the IACUC for review. In cases in which the transfer is due to an emergency at the Owner Institution, approval by the Housing Institution's facility director and the AV is sufficient. The IACUC coordinator of the Housing Institution is provided with copies of the relevant approved animal use protocol including any modifications and annual updates before the animal transfer takes place.

H. Sharing Reports. The IACUC-conducted semiannual facility and program evaluations of both animal care programs and notification of any corrective actions taken will be shared between the institutions at the time the semiannual report is filed with the respective Institutional Official for the period during which the off-site housing occurs.

I. Sharing of resources: All institutions agree to provide resources, such as food and water, bedding, transportation, caging, and husbandry staff to the others during times of emergency to the extent possible, as determined by the Housing Institution, and for which the Housing Institution will be compensated at a fair market rate based on the duration of the emergency and the volume of animals and care involved.

J. Limitation. This MOU is not a binding contract between the Institutions and will only be utilized during times of emergency, as defined.
K. Limitation of Liability. No Institution is liable for any damage, loss, or expense, consequential or otherwise, sustained by the other unless such damage, loss, or expense is the result of willful and wanton misconduct on the part of its employees.
The Parties have executed this MOU by persons duly authorized as of the dates signed by each party below.

Steven Schmidt, Ph.D.
Institutional Official, NEOMED

Rex Ramsier, Ph.D.
Institutional Official, University of Akron

Jerzy Sawicki, Ph.D.
Institutional Official, Cleveland State University

Paul DiCorleto, Ph.D.
Institutional Official, Kent State University

Severine Van Slambrouck Ph.D.
Institutional Official, Youngstown State University