

MEMORANDUM OF UNDERSTANDING FOR CARE AND USE AND OVERSIGHT OF ANIMAL SUBJECTS BETWEEN COLLABORATING INSTITUTIONS

When the Florida Institute of Oceanography's Keys Marine Lab is Housing Animals

The Florida Institute of Oceanography (FIO), including its Keys Marine Lab (KML), is an Academic Infrastructure Support Organization under the guidance of the University of South Florida (USF), designated as its host institution.

This is a Memorandum of Understanding (MOU) between the Florida Institute of Oceanography's, Keys Marine Laboratory (KML) and any KML - visiting Institution (herein referred to as "Institution") noted below for the use of the aquatic animal facilities located at KML for the Institution's IACUC approved research activity referred to below. No collaborative research between KML and the Institution is acknowledged or implied. This MOU sets forth the agreed responsibilities of animal care and use, animal ownership, and IACUC review and oversight.

ADMINISTRATIVE INFORMATION – Florida Institute of Oceanography/University of South Flor	ida
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USDA REGISTRATION#: 58-R-0015 PHS ASSURANCE: D16-00589 (A4100-01) AAALACI UNIT#: 434

PI NAME: PROTOCOL #: PROTOCOL TITLE

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The parties agree that:

- I. Both institutions maintain independent animal care and use programs, each of which are qualified for animal use activities under federal and state regulatory requirements.
- II. The KML-visiting Institutional IACUC has approved the animal use to be conducted at the KML, a copy of which will be provided to FIO KML.
- III. The KML-visiting Institutional IACUC will be informed by FIO KML IACUC of any issues, concerns or verified noncompliance related to the Institution's research activity conducted at the KML.
- IV. The Institution is responsible for and owns the animals used in the Institution's IACUC approved research activity conducted at the KML. Ownership encompasses the following:
 - Assignment of animals to the Institution's approved IACUC protocol.
 - Ensuring research procedures are performed by qualified personnel from the Institution in accordance with the approved IACUC protocol.
 - Provisions of appropriate animal holding, housing, and care by qualified personnel from the Institution in accordance with the approved IACUC protocol.
- V. The Institution will report to FIO KML any changes to the status of the Institution's approved IACUC protocol.
- VI. The Institution will comply with all FIO KML rules, SOPs, and policies regarding the use of the KML facilities.
- VII. The Institution's qualified research personnel participate in the Institution's occupational health and safety

program.

The FIO KML may provide veterinary or husbandry care to animals owned by the Institution while present at the KML facilities that KML deems necessary to preserve the life or health of the animals or to ensure compliance with federal laws, regulations, and policies on a fee for service basis, and the Institution hereby consents to the provision of such care and agrees to pay or reimburse the KML for any related costs.

- VIII. The Institution agrees to release and covenants not to sue the KML, its trustees, officers, employees, and students for any claim, liability, damage, or cause of action arising out of the use or presence at the KML facilities by Institution, its researchers, and its research animals. In addition, if the Institution is a private entity, then the Institution agrees to hold harmless and indemnify KML, its trustees, officers, employees, and students from and against any and all claims, damages, liabilities or action arising from Institution's, or its use of the KML facilities.
- IX. The Institution agrees that the person signing on its behalf has the authority to do so and to bind Institution to the terms and condition. By signing below, USF, as the host representative for the KML and Institution agree to terms and conditions set forth in this Memorandum of Understanding.

Contact Information and Signature of Animal Program Representative (e.g., IACUC Chair, IACUC Administrator, AV, or IO)

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Signature of USF Representative	Date	Signature of Collaborator Representative	Date
Jason Ramage, MS, MBA, PMP		Name:	
Director of Research Integrity & Compliance		Title:	
USF Research & Innovation		Email:	
iacuc@usf.edu		Phone:	
813-974-0954			

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Frederic Skinner ATTORNEY - University of South Florida