

## 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 Board of Trustees (USF), designated as its host institution.

This is a Memorandum of Understanding (MOU) between the Florida Institute of Oceanography's, **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 Florida						
USDA REGISTRATION#: 58-R-0015	PHS ASSURANCE: D16-00589 (A4100-01)	AAALACi UNIT#: 434				
PI NAME:						
PROTOCOL #:						
PROTOCOL TITLE Florida Keys Marine Laboratory Core MOU						

ADMINISTRATIVE INFORMATION –	(Institution)		
USDA REGISTRATION#:	PHS ASSURANCE:	AAALACi UNIT#:	
PI NAME:			
PROTOCOL #:			
PROTOCOL TITLE			

## 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 **Institution's** 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 **Institution's** 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** that occur within the duration of this Agreement in a timely manner.
- 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

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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** hereby releases and covenants not to sue the **KML**, USF, 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**, USF, 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 Institution Representative	Date
Jason Ramage, Ph.D., MS, MBA Director of Research Integrity & Compliance USF Research & Innovation iacuc@usf.edu 813-974-0954		Name: Title: Email: Phone:	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Frederic Skinner ATTORNEY - University of South Florida