



**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 or GRANT Number (if applicable):		
PROTOCOL TITLE Florida Keys Marine Laboratory Core MOU		

ADMINISTRATIVE INFORMATION –		
USDA REGISTRATION:	PHS ASSURANCE:	AAALACi UNIT:
PI NAME:		
PROTOCOL or GRANT Number (if applicable):		
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.

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- 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** 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 **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)

<i>Signature of USF Representative</i>	Date	<i>Signature of Collaborator Representative</i>	Date
Matthew Anderson, Ph.D. Sr. Associate Vice President for Research, USF Associate Vice President for Research Administration, USF Health Associate Dean for Research Administration, Morsani College of Medicine manders1@usf.edu		Name: Title: Email: Phone:	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


 Frederic Skinner
 ATTORNEY - University of South Florida

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