

**MEMORANDUM OF UNDERSTANDING REGARDING
CARE AND USE OF LABORATORY ANIMAL SUBJECTS**

UNIVERSITY OF CALIFORNIA AT LOS ANGELES
AND
VA GREATER LOS ANGELES HEALTHCARE SYSTEM

The Regents of the University of California, on behalf of its Los Angeles campus (UCLA), the VA Greater Los Angeles Healthcare System (VAGLAHS), the Brentwood Biomedical Research Institute (BBRI), and the Sepulveda Research Corporation (SRC) make this agreement pertaining to personnel who plan to house or use animals at any VAGLAHS facility where such animals are purchased with UCLA funds as part of UCLA-sponsored research; and to personnel who house or use animals at UCLA where such animals are purchased with VA, BBRI, or SRC funds as part of VA- or VA Nonprofit-sponsored research. This agreement also covers animals that will be housed or used only temporarily at the VA or UCLA. This agreement is effective **April 1, 2005**, and will be re-evaluated by all parties every five (5) years. This agreement is inclusive of all animal species, with the exception of the Vervet monkeys for which a Memorandum of Understanding already exists.

For the purpose of this agreement, "**UCLA-sponsored research**" is defined as research conducted by UCLA personnel (either faculty, staff, post-doctoral fellows, or students) and supported either by a contract, grant or gift awarded to The Regents of the University of California and administered by UCLA, including money from extramural sponsors, money awarded by the University of California under a University-managed research program, Academic Senate award and any other internal University award appropriated for research support. Not included in the definition of "UCLA-sponsored research" is research conducted by UCLA personnel, but whose research support is awarded to and administered by organizations other than The Regents of the University of California. Also excluded from the definition of "UCLA-sponsored research" are VA personnel with UCLA appointments conducting research supported by a contract, grant or gift awarded by or to the Department of Veterans Affairs or its Nonprofit Research Corporations, and administered by VAGLAHS, BBRI or SRC.

For the purpose of this agreement, "**VA-sponsored research**" is defined as research conducted by VA personnel and supported either by a contract, grant or gift awarded by or to the Department of Veterans Affairs, and administered by VAGLAHS, including money from extramural sponsors, VA Merit Awards, VA Career Development Awards and other internal awards appropriated for research support. Not included in the definition of "VA-sponsored research" is research conducted by VA personnel, but whose research support is awarded to and administered by organizations other than VAGLAHS. Also excluded from the definition of "VA-sponsored research" are VA personnel with UCLA appointments conducting research supported by a contract, grant or gift awarded by or to The Regents of the University of California, and administered by UCLA.

For the purpose of this agreement, "**VA Nonprofit-sponsored research**" is defined as research conducted by VA personnel and supported either by a contract, grant or gift awarded by or to the VA Nonprofit Research Corporations (BBRI or SRC), and administered by BBRI or SRC, including money from extramural sponsors and internal awards appropriated for research support. Not included in the definition of "VA Nonprofit-sponsored research" is research conducted by VA personnel, but whose research support is awarded to and administered by organizations other than BBRI or SRC. Also excluded from the definition of "VA Nonprofit-sponsored research" are VA personnel with UCLA appointments conducting research supported by a contract, grant or gift awarded by or to The Regents of the University of California, and administered by UCLA.

For the purpose of this agreement, the "**UCLA form**" is defined as the UCLA online Research Application Tracking System (RATS) protocol. The "**VA form**" is defined as the VA Animal Component of Research Protocol (ACORP).

By virtue of this agreement, each institution (UCLA and VAGLAHS), along with its respective Institutional Animal Care and Use Committee (IACUC), is obligated to ensure continued compliance with all applicable laws and regulations governing the use of research animals (e.g., USDA Animal Welfare Act and PHS Policy for the Humane Care and Use of Laboratory Animals). In this agreement, IACUC is used as a generic term to include the equivalent UCLA Chancellor's Animal Research Committee (ARC), and the VAGLAHS ARC. Each institution will also maintain full accreditation with the Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC) and a current Animal Welfare Assurance with the Office for Laboratory Animal Welfare at the National Institutes of Health (OLAW/NIH).

When personnel elect to house or use animals at either the UCLA or VAGLAHS facilities, all interested parties agree to the following arrangements in order to ensure that appropriate oversight is provided by both parties:

I. Veterinary Care

Both institutions shall provide adequate veterinary care at their respective institutions in accordance with the Animal Welfare Act [Title 9 CFR, Part 2, Subpart C, Section 2.33] and the most recent edition of the *Guide for the Care and Use of Laboratory Animals* (currently the 1996 edition).

II. Protocol Review

The institution at which the research is conducted shall assume primary responsibility for review of those activities. Research conducted at VAGLAHS shall be submitted to the VAGLAHS IACUC using the VA form. Research conducted at UCLA shall be submitted to the UCLA IACUC using the UCLA form.

If a study is to be conducted at both institutions, the UCLA IACUC shall review those portions of the study conducted at UCLA, and the VAGLAHS IACUC shall review those portions of the study conducted at VAGLAHS. Each application shall include a complete description of the study and delineate which activities will be conducted at each facility.

The sponsoring institution may, at its discretion, impose additional requirements for review of activities conducted at the other institution

In cases where the UCLA IACUC reviews VA- or VA Nonprofit-sponsored research, UCLA shall submit to VAGLAHS a copy of the approval notice for the VA's records.

In cases where the VAGLAHS IACUC reviews UCLA-sponsored research, VAGLAHS shall submit to UCLA a copy of the approval notice for UCLA's records.

Similar records shall be submitted to the other institution following approval of any amendment applications and continuing reviews of ongoing research activities, as well as following expiration and/or closure of any applicable studies.

III. Personnel Qualifications

The UCLA and VAGLAHS IACUCs shall have mutual access to each others records concerning their respective training program (including, but not limited to, occupational health and safety programs) and the animal research and care qualifications of all personnel (including scientists, research personnel, and animal care technicians) who are specifically responsible for the care and use of animals housed at VAGLAHS and involved in UCLA-sponsored research, or housed at UCLA and involved in VA- or VA Nonprofit-sponsored research. The UCLA and VAGLAHS IACUCs will notify each other of changes in personnel and in the animal care and training program, as necessary.

IV. Reports

Upon request, each institution shall provide the other with copies of the OLAW/NIH and USDA mandated semi-annual and annual evaluations of the animal care and use program, as well as any correspondence from AAALAC, OLAW, or the USDA concerning the UCLA or VAGLAHS facilities. Each institution will provide the other with the report that is relevant to this agreement.

V. Transport of Animals

The transport of animals from one facility to another must be conducted in accordance with USDA regulations as specified in the Animal Welfare Act (Title 9 CFR, Part 3, Transportation Standards).

The transport of animals to or from the UCLA or VAGLAHS facilities must be conducted during normal business hours (Monday-Friday, 7am-4pm), unless prior arrangements have been made with the appropriate veterinary staff. Animals must be

transported in an appropriate climate-controlled vehicle to the approved designated entry points for each facility.

The responsible personnel shall notify the veterinary staff, along with any other appropriate departments, at least 24 hours prior to transporting an animal between facilities. The responsible personnel shall also notify the veterinary staff of any cancellations or changes in transport plans.

In the event of unforeseen emergency circumstances strictly related to the clinical care and well-being of a research animal, personnel may elect to transport an animal from one institution to the other. In such a case, responsible personnel must contact the attending veterinarian of each facility prior to transport in order to request approval for the transfer and proposed procedure(s). Personnel should document any special arrangements that are made for the clinical care of research animals and forward the documentation to the appropriate IACUC(s) as soon as possible after such transport. All other cases involving a change in a previously approved protocol must be reviewed and approved by the appropriate IACUC(s) as described in Section II-Protocol Review.

VI. Housing

If animals are scheduled to be transported to either facility and will not be returned to the original facility, responsible personnel will make housing arrangements with the veterinary staff of the receiving facility per that facility's policies and procedures. The transported animals must be alert and should not be under the influence of any anesthetics, unless permission has been obtained from the veterinary staff of the receiving facility and a qualified person is accompanying the animals en route.

If animals are to be housed temporarily in one facility and will be returned to the other, responsible personnel shall make arrangements with the veterinary staff for a special space assignment in advance of the animals' arrival. Animals that will be returned must be housed in the receiving facility in a room separate from other animals. The attending veterinarians will consult with each other regarding vendors, health certifications, and other considerations to prevent cross contamination.

VII. Participation in IACUC Activities

Each institution shall welcome the Compliance Officer (or another representative, as determined appropriate by each institution) from the other institution as a non-voting member of the IACUC. The representative may attend and participate in meetings, facilities inspections, and program evaluations of the other institution as they relate to research studies covered by this Memorandum.

VIII. Use of Hazardous Agents

The use of infectious agents, toxic chemicals, or radioisotopes requires the prior written approval of the Biosafety Committee, the Radiation Safety Committee, and/or the Office

of Environment, Health and Safety of the institution(s) whose IACUC(s) approved the protocol, and notification of such use must be given to the veterinary staff attending to such animals.

IX. Reports of Non-Compliance

Each institution shall be responsible for notifying the other of any instances of non-compliance reportable to OLAW/NIH or USDA with respect to the care or treatment of animals that are involved in research activities covered by this Memorandum. The UCLA IACUC shall be responsible for resolving any reports of non-compliance involving animals while en route to or while housed at UCLA. The VAGLAHS IACUC shall be responsible for resolving any reports of non-compliance involving animals while en route to or while housed in the VAGLAHS facility.

This agreement is accepted by the parties below and is executed in duplicate.

**REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

**VA GREATER LOS ANGELES
HEALTHCARE SYSTEM**

Robert L. Carr 3/29/05
Institutional Official Date

[Signature] 3/30/05
Institutional Official Date

James H. Miller 3/29/05
IACUC Chair Date

Margaret H. Almon 3/30/05
IACUC Chair Date

[Signature] 3/30/05
Campus Veterinarian Date

[Signature] 3/30/05
Veterinary Medical Officer Date