

UNIVERSITY OF CALIFORNIA
MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE
In Support of the University of California Research Administration and Compliance Infrastructure

This Memorandum of Understanding (MOU) is entered into as of July 31, 2020 (Effective Date) by and between the University of California Office of the President (UCOP), the University of California campuses listed below, and the University of California Division of Agriculture and Natural Resources (collectively referred to as "Campuses"). The purpose of the MOU is to formalize voluntary mutual assistance in areas of research administration and compliance. This MOU can be utilized in times of emergency or disaster or in times when one campus experiences extraordinary circumstances or vacancies in key compliance areas necessary to continue research programs. The MOU shall be effective for five years from the Effective Date and may be extended or amended upon mutual written agreement of the Campuses.

I. Primary Purpose

It may become necessary that the resources and facilities of Research Compliance and Administrative infrastructure and personnel of the University of California be made available to a Requesting Campus to prevent and combat the effect of natural, man-made or technological disasters; emergencies; or key vacancies in areas that require unique or relatively rare expertise. The Campuses are positioned to voluntarily assist each other, when possible, in the event of such circumstances by the exchange of research administration and compliance services and/or facilities. This MOU is designed to streamline agreements between campuses to expedite sharing of resources. However, it is not meant to replace other arrangements governing specific areas of compliance (see Section XI below.)

It is necessary and desirable that this cooperative MOU be executed for the interchange of such mutual assistance among the Campuses, on a campus-to-campus basis. This MOU outlines the general manner of requesting such assistance and addressing general agreement of liability and resource exchange before the actual need for the same should arise.

II. Summary of Main Activities/Functions

The areas covered by this MOU may include, but are not limited to, the following areas of expertise and support:

- a. Sponsored Programs processing of proposals and awards, negotiation of contracts and grants, and training of employees;
- b. Technology Transfer processing of Intellectual Property Disclosures, licensing of IP, data exchange agreements and copyright assignments;

- c. IRB oversight and protection of human subjects of research; (A copy of the UC Reliance Registry agreements, including the Agreement to Transfer IRB Oversight, is incorporated as Attachment A)
- d. Quality Assurance reviews for clinical trials;
- e. Financial Conflict of Interest disclosure triage, management and follow-up;
- f. Foreign Influence Investigations;
- g. Research Misconduct investigations – and consultant expertise in particular scientific areas for such investigations;
- h. Institutional Animal Care and Use Committee support and specific care, shelter, veterinary medical, life and safety needs for animals that could arise in the event of a disaster that impacts laboratory animal care and wellbeing. (See Attachment B);
- i. Export Controls;
- j. Stem Cell Research Ethical Committees;
- k. Biosafety and High Containment Facilities, Dual Use Research of Concern, Controlled Substances and Biohazards including training for these activities.
- l. Radiation Safety;
- m. Laboratory and Chemical Safety and Inspections

Separate agreements or other documents addressing area-specific mutual assistance procedures for the areas of expertise covered by this MOU may be incorporated as Attachments hereto.

III. Definitions

- a. "Requesting Campus," shall mean the Campus requesting support.
- b. "Providing Campus," shall mean the Campus(es) responding to a request from another campus.
- c. "Assistance and Support" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, systems, laboratory animal housing, transportation, and other resources as identified by the Campuses. Depending on the situation, assistance may be provided with no payment expected in exchange for support or as assistance that will be reimbursed by the Requesting Campus as detailed in the terms of support identified by the Campuses under this MOU.
- d. "Authorized Representative" shall mean a campus official, authorized in writing by the Vice Chancellor for Research, to request, offer, or provide assistance under the terms of this MOU or who has either apparent or ex-officio authority to so act. The Authorized Representative is responsible for:

1. assuring that Assistance and Support is consistent with internal University policies, with externally imposed sponsor terms and conditions, and with the organizational unit's educational, training, and/or other objectives; and
2. identifying appropriate funding sources to cover costs associated with the provision of support.

IV. Agreement to Provide Support

The Campuses agree to provide mutual assistance and contingency service to each other on a voluntary basis when reasonably possible. The Requesting Campus shall reimburse the Providing Campus for costs incurred by the Providing Campus in connection with providing such assistance unless the Campuses agree otherwise. Pursuant to the terms and conditions set forth in this MOU, the Campuses shall attempt to provide each other with assistance in the event of a local disaster or emergency or due to key vacancies that prevent coverage of vital compliance expertise and service in support of research endeavors. Unless required by separate agreements or other documents addressing area-specific mutual assistance, neither campus shall be required to unreasonably deplete its own resources, facilities, and services in furnishing assistance. A campus may decline to provide assistance due to its own resources or requirements or for any other reason. Refusal to assist is at the sole discretion of the Providing Campus. However when a campus determines it is unable to provide requested assistance, it shall so inform Requesting Campus as soon as reasonably possible. If the Providing Campus offers assistance or resources to the Requesting Campus, Providing Campus will alert the Requesting Campus about what resources it can supply.

Each campus hereto will develop a plan providing for the effective mobilization/demobilization and utilization of its research ethics and compliance units resources and facilities to provide support and assistance if or when another campus finds itself in a time of need. These plans should include Human Resources (HR) plans that allow, to the extent consistent with applicable local and systemwide HR policies and procedures, for either release time at the Providing Campus while individuals are serving at a Requesting Campus or payment for additional work or overtime if individuals will be working significant additional time outside of their normal work assignments.

V. Procedure for Requesting Assistance

A Campus may request assistance from any other Campus when the Requesting Campus has concluded that such assistance is essential to their research compliance and ethics programs and continuity of research. Requests for assistance shall be made by the Requesting Campus's Authorized Representative to the Providing Campus's Authorized Representative. A list of the Authorized Representatives for each Party is attached hereto as Exhibit B and shall be updated as necessary by the Parties. Such requests may be made in person by telephone or other electronic

means, to be followed as soon as practicable by a written confirmation of that request – utilizing the form attached hereto as Exhibit A or other form that references this MOU and covers the essential elements identified below and is signed by the Requesting and Providing Campus(es):

- a. The type of assistance or resources needed
- b. The anticipated start and end dates of the support
- c. Whether the support will be provided pro-bono or the amount of reimbursement anticipated including any additional work costs, overtime or travel coverage for supporting personnel
- d. Location of work to be performed (on-site, remote, etc.)
- e. Which campus will provide all or part of essential equipment, systems or personnel
- f. Inventory, transportation requirements and other special considerations, and;
- g. Reporting instructions, specific policies for safety/security, regulatory compliance or confidentiality requirements expected of the Providing Campus if work will occur on-site at the Requesting Campus or when utilizing the Requesting Campus' systems of record.

The duration of the Providing Campus' assistance shall be determined in advance, prior to mobilization of resources and agreed upon by both Campuses. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Providing Campus and the Requesting Campus. Providing Campus personnel, equipment, and other resources shall remain subject to recall by Providing Campus for its own needs if circumstances so warrant but will provide reasonable and good faith effort to provide as much notice as possible to the Receiving Campus under the circumstances. Either the Providing Campus or Requesting Campus has the right to terminate assistance before the specified end date. Each Campus' appropriate Authorized Representatives shall then consult on a process to reasonably accommodate such a request.

VI. Applicable Laws, Regulations, Policies and Supervision.

All support for compliance activities rendered under this MOU will be subject to applicable state and federal regulations as well as the policies and procedures of the Providing Campus if work will be managed using the Providing Campus' infrastructure. Alternatively, if services will be provided utilizing the Requesting Campus' infrastructure, the policies and procedures of the Requesting Campus shall be followed by personnel allocated by the Providing Campus.

The supervisor of the Providing Campus resources shall retain control of the Providing Campus' resources and shall direct them to meet the needs and tasks identified in the support agreement.

VII. Budget, Finance and Resources

Requesting Campus shall reimburse Providing Campus for: the cost of supplies, staff, resources, travel and other applicable and reasonable costs as documented by Providing Campus including overtime or additional pay incurred as a direct result of providing services under this MOU unless the Campuses have agreed in writing that services will be provided pro-bono.

In the event the request for support arises from a declared Disaster or Emergency, the Requesting Campus shall claim costs reimbursed to the Providing Campus(es) and seek reimbursement, to the extent allowed by applicable laws and regulations, from state and federal emergency agencies under applicable Public Assistance programs. Providing Campus will agree to document all recoverable costs according to the prevailing disaster finance procedures of the Requesting Campus; such documentation shall, as appropriate, include staff time sheets with applicable labor rates, mileage and/or other travel costs, invoices for materials/supplies, and accounting of all other damaged or expended resources.

VIII. Location, Infrastructure and System Support

The Campuses will agree on the location of the services provided for mutual assistance. Some services will require access to facilities and/or electronic systems. Requesting Campus will provide access to space and systems as necessary to render support. Providing Campus will ensure that personnel accessing electronic systems will follow all applicable Requesting and/or Providing Campus Information Technology (IT) and Cybersecurity requirements for protection of data and records. The Campus providing access to IT resources will identify any procedures or institutional policies required to access these systems. Providing Campus will also ensure that its personnel accessing electronic systems are current on Cybersecurity and HIPAA online training, as applicable, prior to commencement of assistance.

IX. Record and Data Retention, Access and Confidentiality

The Providing Campus will ensure proper creation and retention of records as required by the applicable regulatory agency(ies) in either the system of record of the Requesting Campus or within the Providing Campus' systems depending on the nature of the compliance support and the Agreement of the Campuses regarding assignment of duties. The Requesting Campus will provide access to systems and/or records as necessary for the Providing Campus to provide the services requested. The Providing Campus will make records available upon reasonable request i) by the Requesting Campus, ii) by governmental entities with authority for applicable regulatory areas, or iii) for an internal or external audit. The Campus holding the records will be primarily responsible for adherence to University record retention requirements and data retention and management.

The Campuses agree that compliance information, data, protocols, proposals, Protected Health Information and personnel records that may be accessed in order for a Providing Campus to provide support is of a confidential nature. The Campuses will maintain and access records in compliance with applicable laws, regulations, and campus policies and procedures for such confidential information. Providing Campus will also ensure that its personnel accessing such compliance information, data, protocols, proposals, Protected Health Information and personnel records are current on Cybersecurity and HIPAA online training, as applicable, prior to commencement of assistance.

X. Liability, Insurance and Recovery of Emergency Costs

Requesting Campus shall not be responsible for reimbursing Providing Campus for any amounts paid or due as benefits to Providing Campus' employees due to personal injury or death occurring while such employees are engaged in the rendering of assistance under this MOU. It is mutually understood that Requesting Campus and Providing Campus shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Requesting Campus shall not be responsible for reimbursing Providing Campus for costs or expenses associated with damage to the Providing Campus' equipment or for claims arising from the injury or death of Providing Campus's personnel when responding or performing under the MOU.

The Providing Campus shall not be responsible for reimbursing the Requesting campus i) for costs or expenses associated with damage to the Requesting Campus' equipment facilities or animals that occurs in connection with the rendering of assistance under this MOU, ii) for costs or expenses associated with a security breach involving Protected Health Information that occurs in connection with the rendering of assistance under this MOU, or iii) for claims filed in connection with any injury or death of Requesting Campus' personnel that occurs in connection with the rendering of assistance under this MOU.

In the event of damage to property owned by the Requesting Campus, or reported claims from third parties in connection with activities conducted under this MOU, those claims shall be referred to the Requesting Campus Director of Risk Management, who will see that the claim is submitted to the University's Third-Party claims administrator and handled accordingly. System-wide Insurance policies may be available for damage to property or equipment owned by the University, regardless of the campus, for costs resulting from a security breach involving Protected Health Information, and for general liability for third parties that bring claims against the University for damage of a property owned by a third party. The Providing Campus shall not be responsible for reimbursing the Requesting campus for costs or expenses associated with these claims.

XI. Other Agreements and Conflict of Terms

Unless otherwise agreed, this MOU and the corresponding operational plans shall not supplant existing or specific agreements between some of the parties providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis.

In the event of any inconsistency between the provisions of this MOU and the Attachments hereto, the terms of the Attachments shall govern the particular compliance areas they encompass and the specific nature of support agreed to by the Campuses.

XII. Dispute Resolution

Any questions about the implementation of the MOU on a particular campus should be directed to that campus's VCR (or his or her designee). The VCRs of the Requesting and Providing Campuses (or their designated representatives) will consult with one another to achieve mutually agreeable ways to address any issues that arise with respect to the working relationship between the campuses in carrying out the MOU.

XIII. Amendments

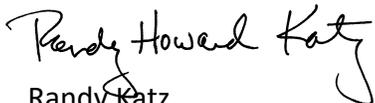
With the exception of the addition of a new Attachment or an update of the information in Exhibit B, this MOU may not be amended in whole or part except in writing signed by duly authorized representatives of all Campuses who are parties to the MOU.

IN WITNESS THEREOF, the following Campuses have duly executed this MOU:



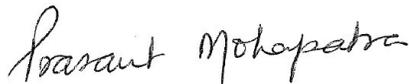
Theresa A. Maldonado, Ph.D., P.E.

University of California, Office of the President, Vice President, Research & Innovation



Randy Katz

University of California, Berkeley Vice Chancellor for Research



Prasant Mohapatra

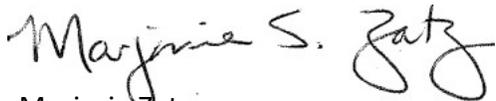
University of California, Davis Vice Chancellor for Research



Pramod Khargonekar
University of California, Irvine Vice Chancellor for Research



Roger Wakimoto
University of California, Los Angeles Vice Chancellor for Research



Marjorie Zatz
University of California, Merced Interim Vice Chancellor for Research and Economic Development



Rodolfo H. Torres
University of California, Riverside Vice Chancellor for Research and Economic Development



Sandra Brown
University of California, San Diego Vice Chancellor for Research



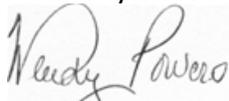
Lindsey Criswell
University of California, San Francisco Vice Chancellor for Research



Joe Incandela
University of California, Santa Barbara Vice Chancellor for Research



Scott Brandt
University of California, Santa Cruz Vice Chancellor for Research



Wendy Powers
University of California Division of Agriculture and Natural Resources Associate Vice President