

Memorandum of Understanding

Between

UNIVERSITY OF HAWAI'I

and

This Memorandum of Understanding ("MOU") is made between the University of Hawai'i ("UH") on behalf of its Animal and Veterinary Services program ("UH-AVS") and its Institutional Animal Care and Use Committee ("UH-IACUC"), whose business address is 2425 Campus Road, Sinclair 10, Honolulu, Hawai'i 96822, and ("Company"), whose business address is

and federal tax ID is

RECITALS

The UH-AVS and UH-IACUC programs routinely provide animal husbandry services, special animal care services, veterinary care, and regulatory compliance support such as protocol reviews and facility inspections to UH research or training projects that use vertebrate animals.

From time to time, projects not sponsored by or affiliated with UH require similar animal husbandry, veterinary care, or protocol review services for their projects, and these external projects are willing to purchase these services from UH.

UH-AVS and UH-IACUC are willing to provide these services to non-UH projects so long as these services are on a standard, fee-for-services basis, and so long as the company receiving such services complies with all applicable regulations and guidelines on animal care.

The Company understands that the decision by UH to provide requested services to non-UH projects is solely within UH's discretion, and that using available resources to support UH projects takes precedence over providing services on a fee basis to external projects. Non-UH entities (individuals doing the research as well as the company/legal entity) will be verified using a "restricted parties screening" through the UH Office of Export Controls. UH reserves the right to decline providing IACUC review for any reason.

To set forth the understandings, procedures, general terms and conditions under which UH-AVS and/or UH-IACUC will provide services to the Company, the parties hereby agree as follows.

AGREEMENT

Effective Date

The MOU will be in effect for 3 years, beginning on the date of the last signature below. Either UH or Company may terminate the MOU prior to the expiration of the 3 year term as provided herein.

Overview

In general, UH-IACUC and UH-AVS offer various services that are more fully described on UH websites. For illustration purposes of this MOU, the more frequently requested services are described in the sections below. The fees and costs associated with the services provided to external projects are also posted on the websites and are periodically adjusted. During the term of this MOU, when the Company determines it wishes to obtain any of the services offered, the Company must submit the request forms to the appropriate UH unit. If the request is approved, UH will provide the services at the fees or charges then posted on the website and in accordance with the payment schedule established, such as, for example, whether full payment is required in advance of service delivery.

1. For each of the services provided by UH-IACUC, the Company agrees to:
 - a. Comply with all federal, state and local regulations and guidelines pertaining to the humane care and use of animals.
 - b. Comply with all policies and procedures set forth by UH-IACUC as described in <https://research.hawaii.edu/orc/animal-welfare/resources/> under IACUC, as amended from time to time.
2. For each of the services provided by UH-AVS, the Company agrees to:
 - a. Comply with all federal, state and local regulations and guidelines pertaining to the humane care and use of animals.
 - b. Comply with all policies and procedures set forth by the UH-AVS as described in <https://research.hawaii.edu/orc/animal-veterinary-services/resources/>, as amended from time to time.
 - c. Comply with the guidelines for use of the UH-AVS facilities as described in <https://research.hawaii.edu/orc/animal-veterinary-services/resources/>, and as amended from time to time.

3. Procedures to Request Services from UH-IACUC and/or UH-AVS.
 - a. To request IACUC services, the Company may contact the UH-IACUC at awp@hawaii.edu.
 - b. To request vivarium services, including the use of a procedure room, the Company may contact UH-AVS at avsofc@hawaii.edu.
4. Illustrative Services offered by the UH-IACUC, the Associated Fee or Charges, and Payment Schedule.
 - a. UH is willing to provide full protocol review related to research involving animals, and any subsequent annual follow-ups and revisions associated with the original protocol for up to three (3) years or the expiration of the MOU whichever is earlier. Fee for the review of each full protocol is as provided under <https://research.hawaii.edu/orc/wp-content/uploads/sites/7/2022/03/FY22-23-UH-AWP-Fees.pdf>

Payment for the review of each full protocol by UH-IACUC must be paid in advance and in full. No protocol will be reviewed until payment has been received in full.
 - b. UH is willing to conduct Semi-annual inspections of facilities/sites which house or use animals involved in Non-UH Affiliated vertebrate animals under the jurisdiction of UH-IACUC. Fees for semiannual inspections of facilities/sites are as provided under <https://research.hawaii.edu/orc/wp-content/uploads/sites/7/2022/03/FY22-23-UH-AWP-Fees.pdf>.

Semi-annual veterinary reviews of animal facilities/sites which house or use animals for non-UH affiliated vertebrate animal activities, and which fall under the jurisdiction of UH-IACUC will be assessed an hourly fee to cover all personnel expenses associated with the semi-annual veterinary review and will include travel expenses. On Oahu, a ground transportation fee will be assessed for ground transportation. Off-island locations will be assessed airfare, ground transportation and per diem/meals and incidental expenses, in addition to the personnel fee.

Payment for each semiannual inspection of facilities/sites must be paid in advance and in full. No semiannual inspection will be provided until payment has been received in full.

5. Illustrative Services offered by UH-AVS, the Associated Fee or Charges, and Payment Schedule.

a. Care and Housing for Animals (Animal Husbandry)

Fees for animal husbandry services are as provided under “Per Diem Rate and Service Fees – Cost Center” at <https://research.hawaii.edu/orc/wp-content/uploads/sites/7/2024/10/FY25-UH-AVS-Husbandry-Perdiem-Service-Fees-1.pdf>.

These per diem fees are subject to change from time to time, and the change will be incorporated automatically to this MOU by reference without any further amendment to the MOU. All adjustments made to the per diem fees will be applied prospectively.

If Company utilizes this service, Company will be subject to advance payment of up to four (4) months as follows: Any request for husbandry service for up to four (4) months in duration will be subject to advance payment for the entire period of service; any request for husbandry service for longer than four (4) months will be billed each successive months for as long as the service is requested such that the Company’s account will show an advance payment of four (4) months. Any balance remaining at the end of the service will be refunded to the Company.

b. Veterinary Care and Technician/Veterinary Services

Fees for veterinary care and technician activities are published under “Special Services” at <https://research.hawaii.edu/orc/wp-content/uploads/sites/7/2024/10/FY25-UH-AVS-Husbandry-Perdiem-Service-Fees-1.pdf>.

These fees are subject to annual review and adjustments. All annual adjustments made will be applied prospectively.

c. Carcass Disposal

Fees for carcass removal will depend on the animal(s) involved. The actual charge for carcass removal will be calculated at the time the service is requested.

d. Use of Procedure Room Space

Fees for use of procedure room space are published at

<https://research.hawaii.edu/orc/wp-content/uploads/sites/7/2024/10/FY25-UH-AVS-Husbandry-Perdiem-Service-Fees-1.pdf> under “Cost Center”.

Payment for the use of procedure room space must be paid in advance and in full. UH-AVS will finalize the arrangements for use of the procedure room after payment in full is received

e. Ordering Animals; Ordering Supplies; Requesting Animal Transfers

Charges for ordering animals or supplies will include the actual cost of the animals or supplies ordered plus the applicable shipping cost, taxes, fees or other charges, assessed against UH which will be determined at the time the order is placed. Animal and supply ordering are also published at <https://research.hawaii.edu/orc/wp-content/uploads/sites/7/2024/10/FY25-UH-AVS-Husbandry-Perdiem-Service-Fees-1.pdf> under Special Services. Rates and fees for transferring animals are also shown.

Payment for ordering of animals and supplies are payable in full prior to the order being placed. No animals or supplies will be ordered until the payment has been received in full.

6. Payment Schedule for Services

- a. Payments are due within ten (10) business days from the date on the invoice from UH-AVS. Where payment is required in advance of service, and if payment is made by a personal or a business check, there will be a reasonable waiting period of up to ten (10) business days for the check to clear before service is provided.
- b. Failure to pay the invoice within ten (10) business days from the date on the invoice will result in declination by either UH-AVS to provide the services requested OR the issuing of a Notice of Breach and Notice to Cure.

7. Storage of Company Equipment on UH premises

The Company may not store any equipment, supplies or other property on UH premises. UH will not be responsible in case of loss or damage to Company equipment, supplies or other property brought onto UH premises. Any equipment, supplies or other property left on UH premises will be deemed abandoned and may be discarded by UH without further notice to the Company.

8. Amendment to the MOU; Automatic Incorporation of Rate Adjustments

Adjustments to the rates for the services provided or the kinds of services provided shall be publicly posted on a UH webpage, and shall automatically be incorporated by reference during the term of this MOU and apply to prospective services requested pursuant to this MOU. Other amendments to the MOU shall be by written mutual agreement.

9. Termination of the MOU

Either party may terminate this MOU prior to the expiration date by giving the other party written notice of termination at least thirty (30) days before the effective date of the termination. The termination of the MOU hereunder shall not affect the parties' rights to services or payment for services that have already been agreed to or provided by the parties. For example, if UH-AVS has ordered the animals pursuant to a request from the Company, but the animals are not expected to be delivered until after the effective date of the termination, UH-AVS shall take delivery of the ordered animals and the Company shall be responsible for accepting the animals and for paying for them, unless the parties have made other arrangements mutually acceptable to both parties, such as cancellation of the order without penalty.

10. Breach of MOU and Notice and Period to Cure, Potential Termination

If Company is in default or breach of any provisions contained in this MOU (except for failure to make payments as required), UH-AVS shall give the Company a Notice of Default or Breach and a period to cure the breach within thirty (30) days from the date of the Notice. In the case of failure to make payment as required, the Company has a five (5) day period from the date of the Notice to make the payment.

If the default or breach is not cured within the applicable cure period, UH has the right to terminate the MOU on the date stated in the Notice of Default or Breach without additional notice to the Company.

11. Notices

Except as otherwise specifically provided herein, all notices, demands, requests, consents or communications and invoices that are sent or given under this MOU shall be in writing and shall be either (a) delivered in person, or (b) mailed by first class mail, addressed to the addressees below to the addresses below:

- a. To IACUC:
Animal Welfare and Biosafety Program
2425 Campus Road, Sinclair 10
Honolulu, HI 96822
Attention: Ms. Diana Blanco
- b. To AVS:
Animal and Veterinary Services
1960 East-West Road, Biomedical Sciences Bldg., T 210
Honolulu, HI 96822
Attention: Dr. Michael Wong
- c. Copy To "Company":

Attention:

- 12. Liability and Responsibility for Failure to Comply with the Approved Protocol, or Failure to Comply with Applicable Regulations
 - a. If Company fails to comply with the protocol approved by UH-IACUC in the conduct of its research involving use of animals and is investigated and cited by the responsible agency for its violation(s), the Company shall be solely responsible for complying with any and all remedial measures imposed and the costs therefore, and shall pay any fines assessed for its violation(s).
 - b. If Company fails to comply with any applicable federal, state or local regulations and guidelines pertaining to the humane care and use of animals and is investigated and cited by the responsible agency for its violation(s), the Company shall be solely responsible for complying with any and all remedial measures imposed and the costs therefore, and shall pay any fines assessed for its violation(s).
- 13. Indemnification of UH

If Company's act or failure to act results in remedial measures and/or fines against UH-IACUC, UH-AVS or against UH, the Company shall defend and indemnify UH and its programs, shall pay any fines assessed against UH or its programs, and shall pay for costs incurred by UH or its programs to take remedial measures to remedy the Company's non-compliance.

14. Notification by UH-IACUC of Non-Compliance

If UH-IACUC is notified that it has been fined or that it is required to take remedial measure(s) as a result of Company's failure to comply with federal, state and local regulations pertaining to the humane care and use of animals, UH or UH-IACUC will forward the notification to the Company at the address noted in this MOU.

15. Duty to Defend

If Company decides to challenge or appeal the finding of non-compliance or violation(s), the Company shall include the finding of violation made against UH, if any, in such challenge or appeal, and will bear the costs of such defense, including legal expenses, unless Company is notified in writing that UH will represent itself in such a challenge or appeal.

16. Outcome of the Appeal

If the outcome of the challenge or appeal of the finding of violation(s) against UH still leaves UH with liability as a result of the Company's non-compliance, the Company shall pay the cost of remediation or the fine, as appropriate.

The terms and conditions set forth in this MOU are hereby acknowledged and accepted.

Company:

Name:

Title:

Signature:

Date:

University of Hawai'i

Name:

Title:

Signature:

Date: