

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF VIRGINIA AND VIRGINIA COMMONWEALTH UNIVERSITY REGARDING RECIPROCAL ACCESS TO SHARED RESOURCES**

## **PURPOSE**

This Memorandum of Understanding (MOU) sets forth the understanding of the Rector and Visitors of the University of Virginia (UVA) and Virginia Commonwealth University (VCU) concerning reciprocal access to shared resources. The purpose of the MOU is to document (a) the intent of each institution to provide reasonable access, as capacity will permit to the other institution to respective shared resources and (b) the policies and conditions governing such access. In the MOU, UVA and VCU are sometimes referred to individually as “Institution” and collectively as the “Partnership”.

UVA and VCU each have made significant investments in shared resources to support basic and clinical research and the close proximity of the Partnership makes access to the other Institution’s shared resources feasible. In the spirit of the National Cancer Institutes “roadmap” and the NIH Clinical and Translational Science Awards and in an effort to further enhance the availability of these shared resources without a further investment or cost, the Partnership seeks to share, in an economical manner, specialized technical services and access to equipment and expertise. All Institutions are then able to report on their collaborations and expanded capabilities as a result of the Partnership.

### **I. Definitions of Investigators:**

- A. *UVA* – refers to a University of Virginia faculty member.
- B. *VCU* – refers to a Virginia Commonwealth University faculty member.
- C. *Shared Resources* – means such resources to be shared by the Partnership as shall be agree upon by UVA and VCU that enhance the quality of research by providing critical, cutting-edge technologies on a fee-for-service basis.

### **II. General Understanding:**

- A. The Partnership shall encourage the access to each Institution’s respective Shared Resources, particularly in support of cancer and clinical and translational science research. Pursuant to the MOU, the Partnership may designate investigators as those who seek to use Shared Resources in support of cancer and clinical and translational science research.
  - 1. Investigators requesting a Shared Resource available at both Institutions must send requests to their own Institution’s facility. Unless a specific need (such as a backlog of demand for the applicable Shared Resource, or a specific service not provided by the investigator’s own institution) exists. Investigators must utilize their own Institution’s services. Each Institution shall designate an Administrator at the applicable Institution, who must give prior approval to any proposed use of a Shared Resource at the other Institution if the Shared Resource is available at the Investigator’s own Institution.

2. Each Investigator must be a member in good standing at their Institution. The Partnership is encouraged to send to the other Institutions quarterly updated lists of its Cancer Center members and available shared resources.
  3. Investigators, who want to use a Shared Resource at the partner Institution, must first speak with the appropriate Shared Resource Director at the partner Institution to confirm availability of access and learn of any specific policies governing access. Once this is done, the point of contact at both institutions should be notified that samples and/or data will be sent and to arrange for billing information to be provided.
  4. Fees charged to an Institution by the Partnership shall equal the fees charged to the Investigators at their own Institution.
  5. Each Institution shall charge Investigators directly for use of a Shared Resource, and shall provide appropriate billing information to the Investigator before the Shared Resource is provided, as set forth in this MOU.
  6. The Partnership shall review provisions of Shared Resources under this MOU biannually and amendments to the MOU may be proposed based on such review.
- B. Each Institution shall give priority for use of Shared Resources to Investigators at their home Institution. An Investigator at an Institution wishing to use a Shared Resource at the Partner Institution may do so on an 'as available' basis. Investigators shall have priority for Shared Resource access at their home Institution. As availability permits, Investigators shall have access to the Partnership Shared Resources. In special recognition of the frequently irreplaceable nature of samples housed within a shared resource primarily concerned with acquisition and distribution of clinical tissue samples (i.e., a biorepository), access to samples from the VCU Tissue and Data Acquisition and Analysis Core and the UVA Biorepository and Tissue Research Facility will require a determination by the respective scientific director of such resources that granting access will not disruptively impact the potential future needs of investigators at the home Institution.
- C. This MOU extends to the following shared resources at the respective Institutions:
1. VIRGINIA COMMONWEALTH UNIVERSITY
    - Biological Macromolecule Core Laboratory
    - Chemical and Proteomic Mass Spectrometry Core Laboratory
    - Lipodomics and Metabolomics Mass Spectrometry Core Laboratory
    - Flow Cytometry Core Laboratory
    - Microscopy Core Laboratory
    - Nanomaterials Characterization Core Laboratory

- Genomics/Next Generation Sequencing Core Laboratory
- Structural biology Core Laboratory
- Tissue and Data Acquisition and Analysis Core (TDAAC)
- Transgenic Mouse Core Laboratory
- Mid-Atlantic Twin Registry

## 2. UNIVERSITY OF VIRGINIA

- Animal Models of Human Disease Core
- Mass Spectrometry/Proteomics Core
- Biorepository and Tissue Research Facility
- Molecular Imaging Core
- Advanced Microscopy Core
- Flow Cytometry Core
- Exercise Physiology Core
- Research Histology Core
- Lymphocyte Culture Core (hybridomas)
- Molecular Electron Microscopy Core
- Bioinformatics Core
- DNA Science Core
- Lipodomics Core

### III. Term; Renewal; Termination

- A. This MOU shall be effective as of March 1st, 2015 (the “Effective Date”), and shall remain in full force and effect until the 5<sup>th</sup> anniversary of the Effective Date, unless terminated earlier in accordance with this MOU.
- B. An Institution may terminate this MOU by providing 60 days advance written notice or the other Institution.

### IV. Administration:

Investigators who seek to use a Shared Resource shall contact the specific Shared Resource Director and Institution Point of Contact. Before services are provided, the ordering institution will provide order information to the supplying institution. The point of contact at the supplying institution will be responsible for processing payment for services provided to investigators and for providing copies of the requests to the point of contact at the ordering institution. The Partnership agrees that the preferred form of payment will be credit card, but other methods can be utilized if the credit card option is not available.

Shared Resource Directors will keep a log of all reciprocal users; Shared Resources will submit a monthly report to the Shared Resource Directors who oversee all shared resources at their respective institutions.

Each Institution will have an oversight committee to review usage capacity.

Investigators from the Partnership will be invited to attend annual Shared Resource Retreats.

**V. Intellectual Property:**

Except in making the Shared Resources known to faculty, no Institution may use the other Institutions' name, logo or marks, or any derivative thereof, without the prior written permission of the Institution whose name, logo or marks, or derivative thereof, are proposed to be used.

**VI. Liability Insurance:**

- A. No Institution is the agent of the other and no Institution shall be liable for the wrongful acts or negligence of the other. Each Institution understands that use of the other Institution's Shared Resources may involve exposure to potentially hazardous conditions.
- B. Each Institution shall maintain its own insurance in amounts deemed appropriate for its operations and the Shared Resources.

**VII. Confidentiality:**

Each Institution agrees not to disclose to any third party or to use, directly or indirectly, any proprietary or confidential research data, trade secrets or other similar information of which the Institution may become aware as a result of using Shared Resources of the other Institutions. For the avoidance of doubt, such information shall be marked "confidential" or "proprietary" at the time of disclosure.

**VIII. Conduct Compliance:**

- A. Each Institution shall require all employees, agents and students (if applicable) who use Shared Resources provided by the Partnership to observe all applicable policies, rules and regulations of the Institution providing the Shared Resources.
- B. Each Institution shall comply with all applicable laws and legal requirements in connection with the activities contemplated by this MOU.

UNIVERSITY OF VIRGINIA

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UVa School of Medicine

RECOMMENDED BY

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VIRGINIA COMMONWEALTH UNIVERSITY

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VCU Director of Research Infrastructure  
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Assoc. Director for Shared Resources, VCU Massey Cancer Center

RECOMMENDED BY

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Francis Macrina  
Edward Myers Professor of Dentistry  
Vice-President for Research and Innovation

## EXHIBIT A

### Shared Resource Directors and Institution Point of Contact

#### Shared Resource Director

**Virginia Commonwealth University:**

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**University of Virginia**

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#### Institution Point of Contact

**Virginia Commonwealth University:**

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