

**Memorandum of Understanding  
Institutional Review Board (IRB)  
Agreement Between University of Southern California and  
Children's Hospital Los Angeles**

**Effective January 30, 2014**

**1) Agreement**

Children's Hospital Los Angeles, a California nonprofit public benefit corporation ("CHLA") and the University of Southern California, a California nonprofit public benefit corporation ("USC"), are each engaged in medical research (each, an "Institution"). This Memorandum of Understanding ("MOU") supersedes the original agreement between the Institutions effective as of 1 July 2010. This MOU allows the Institutional Review Board or IRB ("Relying IRB") of one Institution ("Relying Institution") to rely on the IRB ("Reviewing IRB") of the other Institution ("Reviewing Institution") for the review and continuing oversight of designated research studies. CHLA and USC agree that each will make its respective IRB available for such reviews and on a case-by-case basis. When one Institution's IRB agrees to take oversight of one or more research studies, such Reviewing IRB will be the IRB of record to carry out the regulatory review (45 CFR 46 and 21 CFR 50, 56) for the initial review, modifications required to obtain approval and continuing reviews of such designated research studies.

The purpose of establishing this MOU is to prevent duplicative IRB review of Full Board and Expedited review projects proposed to take place at both Institutions. This MOU shall not apply to the review of Exempt projects. Therefore, an Institution agrees to seek reliance on IRB approval from the other Institution under this MOU only for research projects that are eligible for Expedited or Full Board review. Unless otherwise noted, IRB approval of Expedited and Full Board Review projects, are together referred to herein as "IRB approval."

**2) Description of the Intent to Rely on IRB Approval**

Reliance on IRB approval hereunder may be requested for research studies involving investigators at both Institutions. The decision to allow one Institutions IRB to rely on the review completed by the other Institution's IRB shall be made in accordance with Section 8 hereof.

**3) Compliance with Agency Guidance; Other Regulatory Compliance**

This MOU meets the federal requirements for designation of another Institution's IRB as the Reviewing IRB as set forth in the Office for Human Research Protections (OHRP) guidance *Terms of the Federalwide Assurance*, March 20, 2002 ("Assurance"). The Reviewing IRB shall adhere to the requirements set forth in the Assurance.

CHLA and USC represent, each on its own behalf, that has a valid Federalwide Assurance ("FWA") issued by the HHS Office for Human Research Protections ("OHRP"), and that it will maintain that FWA as valid and approved throughout the term of this MOU. Each Institution's existing FWA is attached hereto as Exhibit A. In the event that either Institution files a new or revised FWA that changes the voluntary choice as to whether 45 CFR 46 applies to all Human Subject Research at that Institution, or that materially alters the

coverage or other significant feature of the FWA, then that Institution shall notify the other Institution before such change is made.

As required by the Assurance, each Institution must name the other in its FWA.

#### **4) Definitions and Terms**

- Memorandum of Understanding – the signed agreement between CHLA and USC in which the Institutions agree to rely on one IRB to be the IRB of Record for review of designated research projects. The agreement satisfies the specific responsibilities of the IRB of record in satisfying the requirements of 45 CFR 46 and 21 CFR 50, 56.
- Human Subject Research – The definition of human subject research is that set forth in 45 Code of Federal Regulations (CFR) §46.102(f) and 21 CFR §50.3(g), §56.102(e), §312.3(b) and §812.3(p). In addition, adherence to the California Health and Safety Code is mandatory.
- Expedited Human Subject Research – The definition of expedited human subject research is that set forth in 45 Code of Federal Regulations §46.110 and 21 CFR §56.110.
- Full Board Review – Review of proposed research at a convened IRB meeting at which the majority of the members are present as set forth in 45 Code of Federal Regulations §46.108 and 21 CFR §56.108.
- Institutional Official – The Institutional Official is the Signatory Official on each Institution's FWA filed with OHRP to assure compliance with regulations governing protection of human subjects. OHRP requires the Institution Official to be a high-level official who has the authority to represent the Institution named in the FWA.
- Reportable Events – Any event, including adverse event, unanticipated problems, protocol violations, noncompliance with applicable laws and regulations, incidents, concerns, injuries to subjects related to a protocol intervention, and/or complaints that are required to be reported to the Reviewing IRB in accordance with its policies and guidelines.

#### **5) Reliance on Another IRB Review and Approval**

The Institutional Officials signing below agree that an IRB at his or her Institution may accept and rely on the review and approval by an IRB at the other signatory Institution for research that has been referred under this MOU.

#### **6) Ancillary Committee Reviews**

The Relying IRB must insure that no research activities may be initiated until approval has been obtained from all local ancillary oversight committees (e.g., Radiation Safety Committee, Institutional Biosafety Committee, Conflict of Interest Committee, etc.). The Relying IRB is responsible for notifying the Reviewing IRB that these approvals have been obtained.

#### **7) Compliance with Federal, State, and Local Law**

Review of Human Subject Research under this MOU shall be conducted in accordance with all applicable federal, state, and local laws, statutes and regulations governing the protection of human subjects.

## **8) Informed Consent Form**

Research under this MOU shall comply with the requirements for consent, including a consent form or, where applicable, a consent waiver, or alteration of consent that meets all federal and state requirements and is approved by the Reviewing IRB. In instances when informed consent is required, the Reviewing IRB will be responsible for reviewing, approving, and releasing for use with human subjects, a consent document that incorporates all applicable requirements.

## **9) Determining the IRB of Record**

- (a) The Relying IRB may formally request that the Reviewing IRB accept responsibility for a particular research study only when such research study is being undertaken by investigators at both Institutions. Reliance on IRB approval will be allowed for research projects eligible for Expedited Review or that requires Full Board Review.
- (b) When considering whether to cede review of a collaborative research study to the other Institution's IRB, the Institutions shall consider which Institution is the primary recipient of the research award, if any, and/or which Institution will have primary responsibility for subject contact, recruitment, and/or interactions and/or interventions. The decision to allow for one Institution to rely on the review completed by the other Institution will be based on a shared sense of mutual benefit.
- (c) The Reviewing IRB will promptly screen each study considered under this MOU to determine whether it will agree to accept responsibility for that study. Either Institution's IRB may refuse, on a case-by-case basis, either (a) to serve as the Reviewing IRB for research involving the other Institution or (b) to rely on the review by the other IRB. In the event that the Reviewing IRB agrees to accept responsibility for a study hereunder, the Reviewing IRB shall review the study in accordance with Section 10. In such event, the Relying IRB shall issue a letter to the Reviewing IRB acknowledging its agreement to rely on the Reviewing IRB's review of the study ("Acknowledgement Letter"). No research activities may be initiated at the Relying Institution until the Reviewing IRB has approved the study pursuant to a formal Approval Letter, and the Relying IRB has ensured that all local ancillary oversight committees (e.g., Radiation Safety Committee, Institutional Biosafety Committee, Conflict of Interest Committee, etc.), if any, have also approved the study.

## **10) Duties and Responsibilities of the Reviewing IRB**

- (a) **Review and Oversight** – The Reviewing IRB shall conduct initial and continuing reviews, and shall review amendments to approved protocols and reportable events, all in accordance with applicable state and federal laws, regulations, guidance, and rulings related to the protection of human subjects. The Reviewing IRB shall have the authority to suspend or terminate IRB approval of research subject to this MOU, and shall notify the Relying IRB in writing of all determinations resulting from review of unanticipated problems, serious or continuing noncompliance, and other noncompliance with approved protocols. In the event that the Reviewing IRB receives an inquiry from any governmental official related to research for which the Reviewing IRB is acting as IRB of

Record for the Relying Institution, the Reviewing IRB shall inform the Relying IRB immediately, and shall provide any new information to the Relying IRB during the course of such an inquiry.

- (b) **Record Keeping** – The Reviewing IRB will keep records of all studies that are subject to this MOU. The records will include, at a minimum, the date the application was submitted, the application and all related correspondence, including revised applications, correspondence between the IRB and the investigator, review determinations, dates of approval, location of research activity, minutes related to review activities, all study documents released with the approval or exemption determination, as well as oversight actions. The Reviewing IRB shall make these records available to the Relying IRB. The Reviewing IRB shall retain these records for the period of time required by all relevant federal and state laws, statutes and regulations and the Reviewing IRB's Institutional policy.
- (c) **Access to Protocol Related Information** – Access to project related information, including approvals, will be available to both Institutions through the I-Star system.

#### **11) Duties and Responsibilities of the Relying Institution**

- (a) **Compliance and Oversight** – The Relying IRB shall monitor compliance with the terms and conditions of the Reviewing IRBs approval of research subject to this MOU that is conducted at the Relying Institution.
- (b) **Record Keeping** – The Relying IRB will keep records of any Acknowledgement Letters and any oversight actions. The Relying IRB shall retain these records for the period of time required by all relevant federal and state laws, statutes and regulations and the Relying IRB's Institutional policy.
- (c) **HIPAA Compliance** – The Relying IRB shall retain responsibility for ensuring compliance with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

#### **12) Duties and Responsibilities of Both the Reviewing and Relying IRB(s)**

- a) **Local Institutional Review Boards** – Both the Reviewing and Relying IRBs will ensure that all requirements (including restrictions on researchers) and other institutional approvals required for the research protocol are in place before the research commences at each site that is engaged in the research. This includes, but is not limited to, management of institutional financial conflicts of interest, Institutional Biosafety review, radiation safety review, privacy board for research (HIPAA) review, and others as required by applicable law or regulation.
- b) **Protocol and Grant Comparison** – in the event that an Institution has received a federal grant or contract with respect to any study referred under this MOU, such Institution shall ensure that the protocol for such study is consistent with the activities described under the federal grant or contract. If the award is made to the Relying Institution, evidence of this determination of consistency must be forwarded to the Reviewing IRB and considered at the time of IRB review.

- c) **Reporting Unanticipated Problems and/or Any Serious and/or Continuing Noncompliance** – The Reviewing and Relying IRBs shall immediately report to the reciprocal IRB any Reportable Events. This reporting duty is in addition to, but does not replace, the investigator’s duty to report Reportable Events to his or her Institution as required by regulation, IRB directive, and/or Institutional policies and procedures.
- i. **Investigation** – The Reviewing IRB will coordinate the investigation of the Reportable Event with the Relying IRB, and the two IRBs will be expected to work collaboratively in the fact-finding process. When appropriate, the Relying IRB must forward a summary and corrective action plan to the Reviewing IRB as soon as the inquiry has been completed, to allow the Reviewing IRB to make a final determination regarding whether the event is an unanticipated problem involving risks to subjects and/or others and/or serious and/or continuing noncompliance or indicates other reportable noncompliance.
- ii. **Reporting to Oversight Agencies** – the Reviewing IRB is responsible for the reporting of any Reportable Events (including unanticipated problems and/or serious and/or continuing noncompliance) that are required to be made to the federal government or other oversight or funding agencies and entities. The Relying IRB may also make such reports and shall forward copies of any such reports to the appropriate persons or offices in its own Institution. Copies of any such reports made to the federal government or other oversight or funding agencies and entities shall be promptly forwarded by each IRB to the other IRB. Where such reporting may result in media attention, the involved Institutions will seek to coordinate their public relations responses.
- iii. **Complaints** – complaints from subjects, investigators or others about a protocol that has been referred under this MOU must be reported to both the Reviewing and Relying IRB. The Reviewing and Relying IRBs will apply the coordinated process as described in Section 12.d to handle complaints.
- d) **MOU on File** – This MOU must be kept on file at the IRBs of each Institution named in this MOU and must be provided to OHRP or FDA upon request.
- e) **Standard Operating Procedures** – While operating under this MOU, the Institutions agree to abide by the terms of the Standard Operating Procedures to be collaboratively developed by the Institutions (“SOPs”). SOPs may be changed to reflect current practices and will not require revision of the MOU, unless the changes alter the terms of this MOU.

### 13) Human Research Subject Injuries

Each Institution’s human research protection program shall have policies and procedures in place for addressing the issue of human research subject injuries, and

detailing whether any compensation or medical treatments are available if injury occurs related to a research study. Each Institution is responsible for inserting in the consent form a description of whether any compensation or medical treatments are available in the event of an injury. Each Institution shall adhere to its own policies concerning research subject injuries, if any, that may result from research-related interventions that occur at its site. In any protocol that has been referred under this MOU, the Reviewing IRB and Relying IRB shall notify one another immediately, in the event of receiving a report of an injury to a human subject reportedly or apparently caused by a research intervention.

#### **14) Conflicts of Interest**

Each Institution shall retain responsibility for identifying and managing investigator and Institutional conflicts of interest in accordance with its own policies and procedures. In particular, each Institution shall maintain responsibility for obtaining disclosures from its researchers and staff related to potential conflicts of interest in research, and will be responsible for making all decisions regarding conflicts of interest management and government reporting, where and when necessary, in accordance with its own policies. If Relying Institution implements a management plan with regard to any researcher involved in research subject to this MOU, then Relying Institution will provide such management plan to Reviewing IRB in a timely manner.

#### **15) Indemnification**

Each Institution shall defend, indemnify and hold the other's facility, officers, employees, agents and unaffiliated IRB members harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees of claims for injury or damages ("Liability") are caused by or result from (a) the negligent or intentional acts or omissions of, the indemnifying Institution, its officers, employees, agents, faculty, or IRB members (in the course and scope of their employment or Institutional service) (the "Indemnifying Parties"), (b) the breach by any Indemnifying Party of this MOU or the Standard Operating Procedures mutually agreed upon by the Institutions, or (c) the breach by any Indemnifying Party of relevant federal and state laws, statutes and regulations, as such proportionate Liability has been determined by the final and binding determination of an arbitrator selected by the mutual agreement of the involved Entities, who can be from any mutually acceptable source. The involved Institutions shall share equally the fees charged by the arbitrator and any fees that may be charged by the entity that administers the arbitration for the arbitrator.

#### **16) Insurance**

Each Institution shall maintain Professional Medical and Hospital Liability insurance or programs of self-insurance with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate. If the insurance is written on a claims-made-form, it shall continue for three years following termination of this MOU. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this MOU. Each Institution agrees to name the

other Institution as additional named insured, but only in proportion to and to the extent of the negligent or intentional acts of the insured Institution.

Each institution shall maintain Comprehensive or Commercial Form General Liability insurance or programs of self-insurance with a limit of one million dollars (\$1,000,000) per occurrence, and two million (\$2,000,000) general aggregate. If the insurance is written on a claims-made-form, it shall continue for three years following termination of this MOU. Each Institution agrees to name the other Institution as additional named insured, but only in proportion to and to the extent of the negligent or intentional acts of the primary insured Institution.

#### **17) Term and Termination**

- (a) This MOU shall be effective as of the Effective Date, and shall continue for an initial term of two (2) years. Thereafter, this MOU shall renew automatically for successive one (1) year terms on the same terms and conditions as specified in this MOU unless and until terminated in accordance with this Article 17.
- (b) Either party may terminate this MOU at any time upon thirty (30) days prior written notice in the event the other party breaches an obligation hereunder, provided such breach is not cured within said thirty (30) day period to the reasonable satisfaction of the non-breaching party.
- (c) Either party may terminate this MOU without cause upon sixty (60) days written notice to the other Institution, provided that the Institutions shall, in any event of termination under this section, cooperate to ensure minimal adverse impact to the human subject research and protection of human research subjects.

#### **18) Access to Records and Confidentiality**

- (a) Each Institution shall make available to the other Institution, and shall cause its employees and agents to make available to the other Institution, documentation that may be required by such Institution to perform the IRB reviews described herein. Each Institution shall protect the confidentiality of all such documentation provided by the other Institution in accordance with relevant federal and state laws and regulations.
- (b) Each Institution shall prepare and maintain documentation relating to research projects subject to this MOU as required by the SOPs and other requirements made known in writing by one Institution to the other Institution, and each shall cooperate fully with the other's reasonable requests to inspect and copy such documentation relating to research projects subject to this MOU.
- (c) In connection with the performance of the IRB review services set forth herein, the parties may have access to certain oral and written information concerning each other that is nonpublic, confidential and/or proprietary in nature. The parties acknowledge the confidential or proprietary nature of such information and agree to, at all times, hold such information in strict confidence, refrain from delivering or disclosing any part of the information to any third party, and refrain from making any copies or reproductions

of any of such information, each unless previously authorized to do so in writing by the other party. The parties also agree to limit access and use of such information to those employees to whom such information is necessary in order to fulfill their respective obligations under this MOU, and each Institution shall inform its IRB of the requirements of this Article 18. Each party's duty of confidentiality will survive the termination of this MOU.

- (d) Each party shall use its reasonable efforts to preserve the confidentiality of Protected Health Information (as defined by law) it receives from the other party, and shall be permitted only to use and disclose such information to the extent permitted pursuant to HIPAA and applicable state law, including those provisions that relate to Business Associates.

**19) Non-Exclusivity** - Nothing in this MOU is intended to limit the right of either Institution to provide review and continuing oversight of, or participate in, human subject research not covered by this MOU.

**20) Notices** - Any and all notices or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return receipt requested, or via overnight delivery addressed to the parties at agreed upon addresses.

**21) Assignment** - This MOU shall be binding upon and inure to the benefit of the parties and their heirs, successors, assigns and representatives. This MOU may not be assigned, nor the duties hereunder delegated, by either party without the other party's written consent.

**22) Amendment** - This MOU may be amended only by the written agreement of the parties.

**23) Governing Law** - This MOU shall be governed and construed in accordance with the laws of the State of California.

**24) Severability** - Should any provisions of this MOU or application thereof be held invalid or unenforceable, the remainder of this MOU shall continue to be valid and enforceable to the fullest extent permitted by law unless its continued validity and enforcement would defeat the purpose of this MOU. Notwithstanding the foregoing, the parties agree to modify this MOU if either party reasonably determines that such modification is required in order to comply with any change in applicable laws or regulations or the official interpretation thereof. If the parties are unable to agree upon a modification, either party may terminate this MOU upon thirty (30) days advance written notice to the other.

**25) Waiver** - The failure by a party at any time to require performance of any provision of this MOU shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later time. Any waiver of the breach of any term or condition of this MOU by either party shall not be a continuing waiver and



shall not operate to bar the waiving party from claiming a breach of this MOU for any subsequent breach hereunder.

**26) Execution**

The undersigned Institutional Officials of the human research protection programs at Children's Hospital Los Angeles and the University of Southern California have read and agreed to all of the terms of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

CHILDREN'S HOSPITAL LOS ANGELES

By: Brent Polk

Title: Chair, Department of Pediatrics

Physician-in-Chief and Vice President for Academic Affairs

Director, The Saban Research Institute

Institutional Official

Date: Brent Polk

1/22/14

UNIVERSITY OF SOUTHERN CALIFORNIA

By: [Signature]

Title: Vice President for Research

Date: 1/29/14

Exhibit A

Attachment of each institution's existing FWA

FWA #: FWA00001914  
Institution: Children's Hosp Los Angeles  
Expires: 08/02/2018

OMB No. 0990-0278  
Approved for use through June 30, 2014

**Federalwide Assurance (FWA)  
for the Protection of Human Subjects**

**1. Institution Filing Assurance**

Legal Name: Children's Hosp Los Angeles  
City: Los Angeles State/Province: CA Country: USA

**2. Institutional Components**

List below all components over which the Institution has legal authority that operate under a different name. Also list with an asterisk (\*) any alternate names under which the Institution operates.

NOTE: The Signatory Official signing this Assurance must be legally authorized to represent the Institution providing this Assurance and all components listed below.

Name of Component or Alternate Names Used	City	State (or Country if Outside U.S.)
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**3. Statement of Principles**

This Institution assures that all of its activities related to human subjects research, regardless of the source of support, will be guided by the following statement of principles governing the institution in the discharge of its responsibilities for protecting the rights and welfare of human subjects of research conducted at or sponsored by the institution. (indicate below)

*The Belmont Report*

**4. Applicability**

(a) This Assurance applies whenever this Institution becomes engaged in human subjects research conducted or supported by any U.S. federal department or agency that has adopted the U.S. Federal Policy for the Protection of Human Subjects (also known as the Common Rule), unless the research is otherwise exempt from the requirements of the Common Rule or the department or agency conducting or supporting the research determines that the research shall be conducted under a separate assurance.

(b) Optional: This Institution elects to apply the following to all of its human subjects research regardless of the source of support, except for research that is covered by a separate assurance:

**5. Assurance of Compliance with the Terms of the Federalwide Assurance**

(a) This Institution assures that whenever it engages in research to which this Assurance applies, it will comply with the Terms of the Federalwide Assurance (contained in a separate document on the Office for Human Research Protections (OHRP) website).

**6. Designation of Institutional Review Boards (IRBs)**

This Institution assures that it will rely upon only IRBs registered with OHRP for review of research to which this FWA applies. This institution (a) designates the following internal IRB(s) for review of research under this Assurance; or (b) does not have an internal IRB and designates the following external IRB for review of all research to which this FWA applies or, if multiple external IRBs are relied upon, the following external IRB that reviews the largest percentage of research to which this FWA applies.

NOTE: Institutions designating internal IRBs do not need to designate any of the external IRBs upon which it relies.

<b>HHS IRB Registration Number</b>	<b>Name of IRB as Registered with HHS</b>	<b>Is the IRB Internal or External to the Institution?</b>
IRB00000156	Children's Hosp Los Angeles IRB #1 - CCI	I
IRB00000157	Children's Hosp Los Angeles IRB #2 - ER-IRB	I
IRB00000387	U of Southern California IRB #1 - Behavioral	E
IRB00000484	U of Southern California Hlth Sci Ctr Los Angeles (LAC + USC) IRB #1	E
IRB00002880	U of Southern California Los Angeles (LAC+USC) IRB #2	E
IRB00002881	U of Southern California Los Angeles (LAC+USC) IRB #3	E
IRB00004296	National Cancer Inst Central IRB #2 (Pediatric)	E

**7. Human Protections Administrator (e.g., Human Subjects Administrator or Human Subjects Contact Person)**

First Name: Rebecca Middle Initial: W Last Name: Dahl  
 Degrees or Suffix: Ph.D. Institutional Title: Director, Human Subjects Protection Program  
 Institution: Children's Hospital Los Angeles  
 Telephone: 323 361-1846 FAX: 323 361-3620 E-Mail: rdahl@chla.usc.edu  
 Address: 4551 Sunset Blvd. MS# 23  
 City: Los Angeles State/Province: CA Country: USA

**8. Signatory Official (i.e., Official Legally Authorized to Represent the Institution)**

*I have read and agree to the Terms of the Federalwide Assurance.*

*I recognize that providing research investigators, IRB members and staff, and other relevant personnel with appropriate initial and continuing education and training about human subject protections will help ensure that the requirements of this Assurance are satisfied.*

Acting officially in an authorized capacity on behalf of this Institution and with an understanding of the Institution's responsibilities under this Assurance, I assure protections for human subjects as specified above. The IRB(s) that this institution relies upon will comply with the Terms of the Federalwide Assurance when reviewing research covered by this Assurance and possess appropriate knowledge of the local context in which this Institution's research will be conducted.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Signature: David B Polk

Date: 08/01/2013

First Name: David

Middle Initial: B Last Name: Polk

Degrees or Suffix:

Institutional Title: Physician-in-Chief and Vice President of Academic Affairs

Institution: Children's Hospital Los Angeles

Telephone: 323 361-2278

FAX: 323 361-3719

E-Mail: dbpolk@chla.usc.edu

Address: 4650 Sunset Blvd., MS#126

City: Los Angeles

State/Province: CA

Country: USA

**9. FWA Approval**

The Federalwide Assurance for the Protection of Human Subjects for Institutions Within the United States submitted to HHS by the above Institution is hereby approved.

Assurance Number: FWA00001914

Expiration Date: 08/02/2018

Signature of HHS Approving Official: Jean Makie

Date: 08/02/2013

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0990-0278 . The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Health & Human Services, OS/OCIO/PRA, 200 Independence Ave., S.W., Suite 336-B, Washington D.C. 20201, Attention: PRA Reports Clearance

FWA #: FWA00005906  
Institution: U of Southern California - Hlth Science Campus  
Expires: 09/11/2017

OMB No. 0990-0278  
Approved for use through June 30, 2014

**Federalwide Assurance (FWA)  
for the Protection of Human Subjects**

**1. Institution Filing Assurance**

Legal Name: U of Southern California - Hlth Science Campus  
City: Los Angeles State/Province: Country:

**2. Institutional Components**

List below all components over which the Institution has legal authority that operate under a different name. Also list with an asterisk (\*) any alternate names under which the Institution operates.

NOTE: The Signatory Official signing this Assurance must be legally authorized to represent the Institution providing this Assurance and all components listed below.

Name of Component or Alternate Names Used	City	State (or Country if Outside U.S.)	
USC School of Pharmacy	Los Angeles	CA	A
Ostrow School of Dentistry of USC	Los Angeles	CA	A
Keck School of Medicine of USC	Los Angeles	CA	A
USC Norris Comprehensive Cancer Center	Los Angeles	CA	A
Alfred E. Mann Institute for Biomedical Engineering	Los Angeles	CA	A
Keck Hospital of USC	Los Angeles	CA	A
USC Norris Cancer Hospital	Los Angeles	CA	A
USC Clinical Research Organization	Los Angeles	CA	A
Keck Medical Center of USC	Los Angeles	CA	A

**3. Statement of Principles**

This Institution assures that all of its activities related to human subjects research, regardless of the source of support, will be guided by the following statement of principles governing the institution in the discharge of its responsibilities for protecting the rights and welfare of human subjects of research conducted at or sponsored by the institution. (indicate below)

*The Belmont Report*



#### **4. Applicability**

(a) This Assurance applies whenever this Institution becomes engaged in human subjects research conducted or supported by any U.S. federal department or agency that has adopted the U.S. Federal Policy for the Protection of Human Subjects (also known as the Common Rule), unless the research is otherwise exempt from the requirements of the Common Rule or the department or agency conducting or supporting the research determines that the research shall be conducted under a separate assurance.

(b) Optional: This Institution elects to apply the following to all of its human subjects research regardless of the source of support, except for research that is covered by a separate assurance:

#### **5. Assurance of Compliance with the Terms of the Federalwide Assurance**

(a) This Institution assures that whenever it engages in research to which this Assurance applies, it will comply with the Terms of the Federalwide Assurance (contained in a separate document on the Office for Human Research Protections (OHRP) website).

#### **6. Designation of Institutional Review Boards (IRBs)**

This Institution assures that it will rely upon only IRBs registered with OHRP for review of research to which this FWA applies. This institution (a) designates the following internal IRB(s) for review of research under this Assurance; or (b) does not have an internal IRB and designates the following external IRB for review of all research to which this FWA applies or, if multiple external IRBs are relied upon, the following external IRB that reviews the largest percentage of research to which this FWA applies.

NOTE: Institutions designating internal IRBs do not need to designate any of the external IRBs upon which it relies.

<b>HHS IRB Registration Number</b>	<b>Name of IRB as Registered with HHS</b>	<b>Is the IRB Internal or External to the Institution?</b>
IRB00000151	Los Amigos Rsch & Education Inst IRB #1	E
IRB00000156	Children's Hosp Los Angeles IRB #1 - CCI	E
IRB00000209	Cedars-Sinai Med Ctr IRB #1	E
IRB00000387	U of Southern California IRB #1 - Behavioral	E
IRB00000484	U of Southern California Hlth Sci Ctr Los Angeles (LAC + USC)IRB #1	I
IRB00000734	Cedars-Sinai Med Ctr IRB #2	E
IRB00000781	National Cancer Inst Central IRB #1 (Adult)	E
IRB00001319	Cedars-Sinai Med Ctr IRB #3	E
IRB00002880	U of Southern California Los Angeles (LAC+USC) IRB #2	I
IRB00002881	U of Southern California Los Angeles (LAC+USC) IRB #3	I

#### **7. Human Protections Administrator (e.g., Human Subjects Administrator or Human Subjects Contact Person)**

First Name: Sandra Middle Initial: K Last Name: Jean  
Degrees or Suffix: Institutional Title: IRB Director  
Institution: University of Southern California - Health Sciences Campus  
Telephone: 323 276-2231 FAX: 323 224-8389 E-Mail: sjean@usc.edu  
Address: 1200 N. State Street  
General Hospital, Suite 4700  
City: Los Angeles State/Province: Country:

**8. Signatory Official (i.e., Official Legally Authorized to Represent the Institution)**

*I have read and agree to the Terms of the Federalwide Assurance.*

*I recognize that providing research investigators, IRB members and staff, and other relevant personnel with appropriate initial and continuing education and training about human subject protections will help ensure that the requirements of this Assurance are satisfied.*

Acting officially in an authorized capacity on behalf of this Institution and with an understanding of the Institution's responsibilities under this Assurance, I assure protections for human subjects as specified above. The IRB(s) that this institution relies upon will comply with the Terms of the Federalwide Assurance when reviewing research covered by this Assurance and possess appropriate knowledge of the local context in which this Institution's research will be conducted.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Signature: **Randolph W Hall PhD**

Date:

First Name: **Randolph** Middle Initial: **W** Last Name: **Hall**

Degrees or Suffix: **PhD** Institutional Title: **Vice President of Research**

Institution: **University of Southern California**

Telephone: **213 740-6709** FAX: **213 740-8919** E-Mail: **rwhall@usc.edu**

Address: **University Park Campus**  
**Credit Union Building #325**

City: **Los Angeles** State/Province: **CA** Country: **USA**

**9. FWA Approval**

The Federalwide Assurance for the Protection of Human Subjects for Institutions Within the United States submitted to HHS by the above Institution is hereby approved.

Assurance Number: **FWA00005906**

Expiration Date: **09/11/2017**

Signature of HHS Approving Official: **Jean Makle**

Date: **09/11/2012**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0990-0278 . The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Health & Human Services, OS/OCIO/PRA, 200 Independence Ave., S.W., Suite 336-E, Washington D.C. 20201, Attention: PRA Reports Clearance

FWA #: FWA00007099  
Institution: U of Southern California  
Expires: 02/07/2017

OMB No. 0990-0278  
Approved for use through June 30, 2014

**Federalwide Assurance (FWA)  
for the Protection of Human Subjects**

**1. Institution Filing Assurance**

Legal Name: U of Southern California  
City: Los Angeles State/Province: Country:

**2. Institutional Components**

List below all components over which the Institution has legal authority that operate under a different name. Also list with an asterisk (\*) any alternate names under which the Institution operates.

NOTE: The Signatory Official signing this Assurance must be legally authorized to represent the Institution providing this Assurance and all components listed below.

Name of Component or Alternate Names Used	City	State (or Country if Outside U.S.)	Status
Information Science Inst	Marina del Ray	CA	A
Institute for Creative Technologies	Marina del Ray	CA	A

**3. Statement of Principles**

This Institution assures that all of its activities related to human subjects research, regardless of the source of support, will be guided by the following statement of principles governing the institution in the discharge of its responsibilities for protecting the rights and welfare of human subjects of research conducted at or sponsored by the institution. (indicate below)

*The Belmont Report*

**4. Applicability**

(a) This Assurance applies whenever this Institution becomes engaged in human subjects research conducted or supported by any U.S. federal department or agency that has adopted the U.S. Federal Policy for the Protection of Human Subjects (also known as the Common Rule), unless the research is otherwise exempt from the requirements of the Common Rule or the department or agency conducting or supporting the research determines that the research shall be conducted under a separate assurance.

(b) Optional: This Institution elects to apply the following to all of its human subjects research regardless of the source of support, except for research that is covered by a separate assurance:

#### **5. Assurance of Compliance with the Terms of the Federalwide Assurance**

(a) This Institution assures that whenever it engages in research to which this Assurance applies, it will comply with the Terms of the Federalwide Assurance (contained in a separate document on the Office for Human Research Protections (OHRP) website).

#### **6. Designation of Institutional Review Boards (IRBs)**

This Institution assures that it will rely upon only IRBs registered with OHRP for review of research to which this FWA applies. This institution (a) designates the following internal IRB(s) for review of research under this Assurance; or (b) does not have an internal IRB and designates the following external IRB for review of all research to which this FWA applies or, if multiple external IRBs are relied upon, the following external IRB that reviews the largest percentage of research to which this FWA applies.

NOTE: Institutions designating internal IRBs do not need to designate any of the external IRBs upon which it relies.

<b>HHS IRB Registration Number</b>	<b>Name of IRB as Registered with HHS</b>	<b>Is the IRB Internal or External to the Institution?</b>
IRB00000035	Saik Inst for Biological Studies IRB #1	A
IRB00000051	Rand Corp IRB #1	A
IRB00000151	Los Amigos Rsch & Education Inst IRB #1	A
IRB00000156	Children's Hosp Los Angeles IRB #1 - CCI	A
IRB00000209	Cedars-Sinai Med Ctr IRB #1	A
IRB00000269	U of Massachusetts Med Sch IRB #1	A
IRB00000270	U of Massachusetts Med Sch IRB #2	A
IRB00000353	U of California San Diego IRB #1B - Committee B	A
IRB00000354	U of California San Diego IRB #1A - Committee A	A
IRB00000355	U of California San Diego IRB #2 - Committee S	A
IRB00000368	U Wisconsin-Madison (Social & Behavioral Sci) IRB #3	A
IRB00000387	U of Southern California IRB #1 - Behavioral	A
IRB00000425	Clinical Committee A - UC Davis	A
IRB00000484	U of Southern California Hlth Sci Ctr Los Angeles (LAC + USC)IRB #1	A
IRB00000533	Western IRB #1-8, #11-14, & #35	A
IRB00000538	U of North Carolina at Chapel Hill IRB #1 - Biomedical A	A
IRB00000539	U of North Carolina at Chapel Hill IRB #2 - Biomedical B	A
IRB00000540	U of North Carolina at Chapel Hill IRB #5 - Non-Biomedical E	A
IRB00000543	U of North Carolina at Chapel Hill IRB #8 - Behavioral	A
IRB00000617	Rady Children's Hosp-San Diego IRB #1	A
IRB00000653	Research Triangle Inst IRB #1	A
IRB00000654	Research Triangle Inst IRB #2	A
IRB00000655	Research Triangle Inst IRB #3	A
IRB00001648	U of North Carolina at Chapel Hill IRB #3 - Biomedical C	A
IRB00001649	U of North Carolina at Chapel Hill IRB #4 - Biomedical D	A

IRB00002408	Fudan U IRB #1	A
IRB00002758	U of California San Diego IRB #4 - Committee C	A
IRB00002880	U of Southern California Los Angeles (LAC+USC) IRB #2	A
IRB00002881	U of Southern California Los Angeles (LAC+USC) IRB #3	A
IRB00004473	U of California Los Angeles-Neuroscience MIRB3 IRB #4	A
IRB00005945	U of California San Diego IRB #3 - Committee D Pediatric	A

**7. Human Protections Administrator (e.g., Human Subjects Administrator or Human Subjects Contact Person)**

First Name: Susan Middle Initial: Last Name: Rose

Degrees or Suffix: Ph.D. Institutional Title: Executive Director, Ofc Protection Rsch Subjects

Institution: University of Southern California

Telephone: 213 821-1154 FAX: 213 740-9299 E-Mail: susanros@usc.edu

Address: Office for the Protection of Research Subjects  
3720 South Flower

City: Los Angeles State/Province: Country:



**8. Signatory Official (i.e., Official Legally Authorized to Represent the Institution)**

*I have read and agree to the Terms of the Federalwide Assurance.*

*I recognize that providing research investigators, IRB members and staff, and other relevant personnel with appropriate initial and continuing education and training about human subject protections will help ensure that the requirements of this Assurance are satisfied.*

Acting officially in an authorized capacity on behalf of this Institution and with an understanding of the Institution's responsibilities under this Assurance, I assure protections for human subjects as specified above. The IRB(s) that this institution relies upon will comply with the Terms of the Federalwide Assurance when reviewing research covered by this Assurance and possess appropriate knowledge of the local context in which this Institution's research will be conducted.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Signature: **Randolph Hall Ph.D.**

Date:

First Name: **Randolph** Middle Initial: Last Name: **Hall**  
Degrees or Suffix: **Ph.D.** Institutional Title: **Vice President of Research**  
Institution: **University of Southern California**  
Telephone: **213 740-6709** FAX: **213 740-8919** E-Mail: **rwHall@usc.edu**  
Address: **Office of the Provost**  
**3720 South Flower**  
City: **Los Angeles** State/Province: **CA** Country: **USA**

**9. FWA Approval**

The Federalwide Assurance for the Protection of Human Subjects for Institutions Within the United States submitted to HHS by the above Institution is hereby approved.

Assurance Number: **FWA00007099**

Expiration Date: **02/07/2017**

Signature of HHS Approving Official: **Hal Blatt**

Date: **02/07/2012**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0990-0278 . The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Health & Human Services, OS/OCIO/PRA, 200 Independence Ave., S.W., Suite 336-E, Washington D.C. 20201, Attention: PRA Reports Clearance

# **Standard Operating Procedures**

**USC- CHLA Reliance on IRB Review**

**11/18/2014**

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## I. Statement of Purpose

The standard operating procedures for ceded review between USC and CHLA are outlined below. These procedures describe conditions under which CHLA and USC may request to cede approval for expedited and full board studies to the partner institution.

The reliance mechanism will reduce duplication and increase efficiency by designating and establishing a single IRB review conducted by the IRB at the partner institution. Protection of subjects will not be compromised by this arrangement.

Since CHLA and USC utilize the same on-line IRB system, iStar, reciprocal access is granted to IRBs at both institutions for studies reviewed under the MOU. This permits both IRBs to have access to the main study and ceded review applications, IRB approval letters, and supporting documents. Each respective IRB is automatically notified, via iStar, of IRB actions taken on studies reviewed under this mechanism.

Reliance mechanism may be invoked in the following situations:

1. collaborative research involves participation of investigators from both institutions
2. both institutions agree on a case-by-case basis to cede review to one institution

## II. Definitions

The following definitions are applicable to this operating procedures summary:

<b>Collaborative Research</b>	Research activities occurring at both USC and CHLA
<b>iStar System</b>	IRB submission, review, approval, and reporting system used at both CHLA and USC
<b>Lead Principal Investigator (Lead PI)</b>	The investigator at the institution of the reviewing IRB
<b>Partner Institutions</b>	Institutions that are party to this agreement
<b>Rely or Reliance</b>	Cede review to an external IRB
<b>Relying IRB</b>	IRB that relies on an approval granted by an external IRB
<b>Relying IRB Administrator</b>	Administrative designee for an IRB relying on approval issued by an external IRB
<b>Relying Principal Investigator</b>	Principal investigator at an institution relying on external IRB review
<b>Reviewing IRB Administrator</b>	Administrative designee of reviewing IRB
<b>Reviewing IRB / IRB of Record</b>	IRB designated to conduct the review

<b>Ceded Review Application</b>	Application created by the relying PI in iStar to allow for review of local policies and requirements, tracking, upload, and review of documents
---------------------------------	--

### III. Responsibilities of Reviewing IRB

The lead PI is responsible for submitting the study to the reviewing IRB. The reviewing IRB shall conduct initial and continuing reviews and shall review proposed changes to approved protocols, safety and other reports, unanticipated problems and protocol deviations. The reviewing IRB shall have the authority to suspend or terminate the research for failure to comply with conditions of approval or with regulatory requirements.

Once the reviewing IRB approves the study, the relying IRB is automatically notified via the iStar system. The reviewing IRB shall notify the relying IRB of any suspension or termination of research as well as any determinations resulting from the review of unanticipated problems, serious or continuing noncompliance, and other noncompliance issues.

### IV. Responsibilities of Relying IRB

The relying PI is responsible for submitting a ceded review application to their local IRB if any of the following occur at the relying institution:

- Research participant's informed consent is obtained
- Identifiable data/information about the research participants is obtained solely for the purposes of the research
- There is an interaction/intervention with research participants
- The relying institution receives direct federal support of the research

The application serves to represent that local context issues have been sufficiently addressed and that the relying IRB has assessed that:

1. There is adequate funding or sub-contract to support the study
2. The site has adequate resources (e.g., facilities, staffing) and capacity to carry out the proposed research
3. Qualifications and training of investigators and staff are appropriate to the proposed research
4. All required ancillary reviews have been completed
5. The study will be conducted in compliance with local policies and requirements

The relying IRB shall support and educate its investigators in matters related to reliance on the approval by an external IRB.

If the relying IRB is made aware of any potential non-compliance issues (violations of human research protection regulations, or serious and/or continuing non-compliance) or unanticipated problems involving an investigator conducting research under this agreement, the relying IRB is responsible for notifying the reviewing IRB of the issues within 5 days after the relying IRB is made aware of the issues.

The relying IRB shall retain responsibility for compliance with the Health Insurance Portability and Accountability Act. The relying IRB/Administrator will ensure a HIPAA authorization/waiver is obtained.

The relying IRB/Administration will ensure all required ancillary approvals are obtained.

Once the relying IRB accepts the ceded review application the reviewing IRB is automatically notified via the iStar system.

## **V. Notification Process**

### **IRB Approval Notice and Approved Documents for Ceded and Collaborative Research**

After the reviewing IRB has granted approval for the study, the relying IRB is notified via iStar. The relying IRB has access to the following documents:

1. IRB Approval Notice
2. IRB application
3. Consent form/assent/parental permission (general or site-specific)
4. Recruitment or retention materials, screening tools, and investigational Drug/Device brochures for study activities undertaken at the local site
5. Study instruments including questionnaires, surveys, tests
6. Scientific protocol. (For Federally-funded research, a complete copy of the grant may be provided in lieu of a scientific protocol)
7. Meeting minutes
8. Comments of the designated IRB reviewer if the protocol was approved via expedited review

## **VI. Submissions of Post-Approval Activities: Amendments, Continuations, Adverse Events, Closure Reports, and Other**

The lead PI is responsible for submitting and receiving approval or acknowledgement for all post-approval activities: amendments, continuations, adverse events, other and closure reports. The lead PI will submit all post approval actions in the main study application for review and approval.

If the relying institution becomes engaged in the research after initial IRB approval, the lead PI is responsible for submitting an amendment to the main IRB application for review and approval by the reviewing IRB. In addition, a ceded review application must be submitted to the local IRB.

When both CHLA and USC are engaged in collaborative research, an amendment to the ceded review application is also required when there are changes to the role and responsibilities of the relying Institution. Study updates must be reviewed and accepted by the relying IRB before approval for the amendment may be finalized. Modifications to studies at the relying Institution may not be implemented until the reviewing IRB has approved the modification and the relying IRB has accepted the approval of the modification except as allowed for reason of subject safety and/or welfare.



## VII. Submission and Review of a New Protocol for Reliance Review

### Step 1. LEAD PI

- identifies a potential collaborator (relying PI) and discusses potential contributions
  - prepares and submits a protocol to the IRB at his/her home institution
- 

### Step 2. REVIEWING IRB ADMINISTRATOR

- identifies the submission as eligible for reliance review
  - conducts a preliminary review of all study materials
  - confirms reviewing IRB accepts the new protocol under reliance mechanism
- 

### Step 3. REVIEWING IRB

- completes review
  - forwards requests for changes/ clarifications to the lead PI
  - relying IRB is notified via iStar
- 

### Step 4. LEAD PI

- responds to requested changes
- 

### Step 5. REVIEWING IRB ADMINISTRATOR

- reviews updated application/requested changes, updated documents
  - issues approval notice and approved study documents once required changes/clarifications are reviewed and accepted
  - relying IRB is automatically notified when the approval is issued
- 

### Step 6. RELYING PI

- submits ceded review application, if required
- 

### Step 7. RELYING IRB DESIGNEE

- verifies ceded review application has sufficiently addressed local context issues
  - notifies relying PI of acceptability of the ceded review application
  - reviewing IRB is automatically notified when the acceptance is issued
- 

### Step 8. REVIEWING/RELYING PI

- activates study