

Memorandum of Agreement

Between

**The Regents of the University of California on behalf of the UCLA Jonsson
Comprehensive Cancer Center and the California Institute of Technology**

INTRODUCTION

Since 1976, the UCLA Jonsson Comprehensive Cancer Center (JCCC or UCLA) has been designated a Comprehensive Cancer Center by the National Institutes of Health (NIH), National Cancer Institute (NCI). As such, the JCCC is dedicated to excellence in delivery of patient care and adherence to the highest ethical standards in the conduct of research.

The JCCC's mission is to remain dedicated to innovation and excellence in interdisciplinary research and training, to serve as a community resource to sponsor and conduct informational and educational activities, to provide a resource to health care professionals and lay people, and to implement outreach programs linking communities to the JCCC's research activities and clinical services.

The California Institute of Technology (Caltech) is a private research university located in Pasadena, California. It has six academic divisions with strong emphases on science and engineering. Caltech's mission is to expand human knowledge and benefit society through research integrated with education. Based on an affiliation that has been in place since 1997, each year an average of two students enrolled in the UCLA Medical Science Training Program (MD/Ph.D) perform their PhD thesis research at Caltech. This affiliation spearheaded and served as a model for several other joint efforts including the UCLA Specialized Training and Advanced Research (STAR) fellowship program for physician-scientists, and the UCLA Institute for Molecular Medicine.

PURPOSE

This Memorandum of Agreement (MOA) establishes a formal relationship between the JCCC and Caltech designed to aid the JCCC in achieving its research goals by inviting Caltech faculty who meet JCCC eligibility criteria, who have a predominant and productive interest in cancer and/or related disciplines, and the ability and willingness to contribute to the cancer center, to apply for JCCC membership.

1. Research Collaboration.

UCLA and Caltech are preeminent institutions with independent reputations for excellence in scholarship. The close geographic proximity has enabled scholars from both academic institutions to collaborate on research and to share ideas and resources on an informal basis. It is the intention of the JCCC and Caltech to strengthen and formalize the ties between the two organizations by permitting eligible Caltech scientists, whose work fits into one of the JCCC's eight programmatic areas (Eligible Faculty) to apply for and become members of the JCCC. The JCCC programmatic areas are:

- Cancer and Stem Cell Biology
- Cancer Molecular Imaging
- Gene Regulation
- Genitourinary Oncology
- Health and At-Risk Populations

Patients and Survivors
Signal Transduction and Therapeutics
Tumor Immunology

2. **JCCC Membership Eligibility.**

Membership in the JCCC is limited to faculty in the University of California Regular, In-Residence, Adjunct, or Clinical Instructor series at UCLA or select California Institute of Technology faculty, who have a "predominant and productive interest in cancer and/or related disciplines, the ability and willingness to contribute to the cancer center". Others, including Eligible Faculty, may be considered for JCCC membership on a case-by-case basis.

3. **Application and Approval Process.**

- A. Eligible Faculty members who wish to apply for JCCC membership shall submit a completed application to the JCCC (a copy of the JCCC application and *JCCC Membership Guidelines and Cancer Center Objectives* is attached hereto and incorporated herein as **Attachment A** (JCCC Guidelines)). Each completed application will be reviewed by the respective JCCC Program Area Director(s) and approved by the JCCC leadership, at its sole discretion. Each individual JCCC membership term shall be for one (1) year and will be reviewed and renewed (or terminated) annually by JCCC in accordance with UCLA policies. Submission of a completed application shall signify the Caltech faculty member's agreement to abide by the duties and responsibilities set forth in the JCCC Guidelines and applicable UCLA policies.
- B. The parties acknowledge and agree that all Caltech faculty applications for JCCC membership shall be voluntary and that nothing in this MOA shall require that a minimum number of Caltech faculty applications be submitted to the JCCC.

4. **JCCC Membership Benefits.**

Through membership in the JCCC, Caltech scientists will have access to and may participate in certain JCCC activities such as seminars and symposia. In addition, Caltech scientists who are JCCC Members may be allowed to use JCCC Shared Resources at the JCCC subsidized rate and may be eligible to compete for JCCC intramural funding opportunities in accordance with JCCC and NIH policies and requirements. JCCC Shared Resources are defined as those facilities listed on the JCCC website (www.cancer.ucla.edu) as Shared Resources.

5. **Annual Reports.**

Under this MOA, Caltech scientists who are members of the JCCC will provide annually to the JCCC, information about extramurally supported cancer and cancer-related research projects awarded to Caltech so that information about those awards can be incorporated into the JCCC's NCI Center of Excellence grant progress reports and applications for funding. Caltech and its scientists shall also cooperate with the JCCC as reasonable requested by the JCCC in all oversight and monitoring visits, audits, site visits, and in any NCI accreditation visits of the JCCC. Upon reasonable notice, JCCC will be provided access to all books and records related to a Caltech scientist's JCCC membership.

6. **Proposal Submission and Award Administration.**

UCLA and Caltech faculty are to submit their respective research proposals through the institute where they hold their primary academic appointments. If work is to be conducted at both Caltech and UCLA, the award recipient will issue a subaward (subcontract or subgrant) to the other institution using the subrecipient's then-current, auditable, salary, benefits, and Facilities and Administrative (indirect cost) rates. The terms of the subagreement including intellectual property terms, will govern the legal relationship between the parties (Subagreement). All Subagreements shall contain intellectual property terms that are consistent with the policies of each institute unless otherwise agreed upon in writing.

7. **Mutual Indemnification.**

- A. UCLA shall defend, indemnify and hold harmless Caltech its officers, employees and agents from and against any and all liability, loss, injury damages, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "liability") arising out of UCLA's performance under this MOA, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional acts or omissions of UCLA, its officers, employees of agents.
- B. Caltech shall indemnify and hold harmless UCLA its officers, employees and agents from and against any and all liability, loss, injury damages, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "liability") arising out of Caltech's performance under this MOA, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional acts or omissions of Caltech, its officers, employees of agents. Caltech will maintain insurance in the types and amounts set forth in **Appendix B**, attached hereto and incorporated herein by this reference.


The institution seeking indemnification shall provide the indemnifying institution with prompt written notice of any claims or threats of claims.

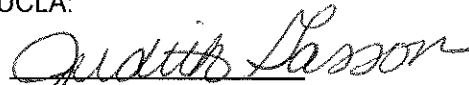
8. **Term of Agreement.**

This MOA will become effective upon its execution. Either party may terminate this MOA by providing the other party with no less than six (6) months written notification of its intention to do so. The parties further agree that upon the effective date of termination of this MOA, all individual Caltech scientist JCCC memberships shall also terminate.

9. **Notices.**

Correspondence concerning this MOA shall be directed to the following representatives:

Caltech:

Morteza Gbarib, Ph.D.
Vice Provost for Research

UCLA:

Judith Gasson, Ph.D.
Director, JCCC

10. **No Exclusion.**

Caltech represents and warrants that Caltech and its Eligible Faculty are not: (1) currently
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excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) present on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care or under investigation for any of the above circumstances.

11. Cooperation.

The JCCC and Caltech agree to cooperate with each other in the timely investigation and disposition of any audits, compliance matters (including research misconduct issues), and third-party liability claims arising out of the activities contemplated by this MOA. All activities at UCLA carried out through the JCCC under this MOA shall be subject to applicable JCCC membership policies and UCLA policies.

12. Intellectual Property.

Notwithstanding any term contained in a Subagreement as defined in Section 6 above, to the extent that Caltech makes a patentable or copyrightable improvement to any preexisting JCCC intellectual property (Improvement IP) while working at JCCC or utilizing JCCC resources, title to such Improvement IP shall vest jointly in JCCC and Caltech and the parties shall negotiate, in good faith, an agreement governing the management of such jointly-owned Improvement IP. Title shall remain with Caltech on all patentable or copyrightable intellectual property independently developed by Caltech faculty.

13. Governing Law.

This MOA shall be construed and enforced in accordance with the laws of California.

14. Modification.

This MOA may be modified only with the written consent of the authorized representatives of both parties.

15. No Assignment.

Neither duties nor rights created by this MOA may be assigned or delegated to other parties without the prior written approval of both parties to this MOA.

16. Independent Contractors.

The relationship between JCCC and Caltech shall be that of independent contractors. No provision of this MOA is intended to, or shall be construed to, render one party an agent, employee, servant, partner or joint venture of the other party.

17. Entire Agreement.

This MOA, including its appendices, constitutes the entire agreement between us and supersedes any prior agreements, oral or written, and all other communications between the parties relating to this subject matter.

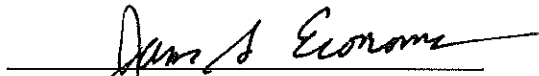
IN WITNESS WHEREOF, the parties do hereby execute this Memorandum of Agreement effective as of the last date indicated below:

On behalf of Caltech:

On behalf of UCLA:



Morteza Gbarib, Ph.D.
Vice Provost for Research



James S. Economou, M.D., Ph.D.
Vice Chancellor for Research

Date: 8/15/12

Date: 8/9/12

APPENDIX B
INSURANCE

Caltech shall maintain Comprehensive or Commercial Form General Liability insurance with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$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 MOA. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this MOA. Caltech agrees to name The Regents of the University of California as an additional named insured.

Caltech shall maintain Business Automobile Liability insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

Caltech shall maintain Workers Compensation insurance as required by California State law.

MEMBERSHIP GUIDELINES AND CANCER CENTER OBJECTIVES**Introduction/Initial Application**

Cancer Center membership is potentially available to all UCLA faculty. **Members must have a predominant and productive interest in cancer and/or related disciplines, the ability and willingness to contribute to the cancer center and an academic title in the Regular, In-Residence, Adjunct or Clinical Instructor series at UCLA. Exceptions to this policy are considered on a case by case basis.** Application for membership in the Cancer Center is voluntary and also connotes agreement by the applicant with the Center's membership obligations and basic objectives (see pages 2-3).

Cancer Center membership usually is offered only in conjunction with prior departmental appointments; therefore, approval by the applicant's departmental chair as well as the relevant Cancer Center program area director is required.

Applicants should indicate on the application form the Cancer Center program area which best fits their primary area of interest. The Cancer Center currently operates nine program areas:

- Cancer and Stem Cell Biology
- Cancer Molecular Imaging
- Cancer Nanotechnology
- Gene Regulation
- Genitourinary Oncology
- Healthy and At-Risk Populations
- Patients and Survivors
- Signal Transduction and Therapeutics
- Tumor Immunology

Applicants whose interests lie outside any of the defined Cancer Center program areas, as listed above, should explain their situation by describing their cancer-related activities briefly on the application form. A limited number of members may be categorized as "Members-At-Large".

Application Review

Cancer Center membership is reviewed by Cancer Center leadership on an annual basis, at which time supplemental materials may be requested. Criteria for reviewing applications include the following:

Current Productivity in Cancer Field

- Cancer-related publications during previous three years
- Training activities in cancer
- National and community service (study sections, consultation to NCI, voluntary assistance to cancer organizations, etc.)

Service to the Cancer Center

- Administrative contributions and/or
- Cancer Center committee activities and/or
- In-house scientific peer review
- Communications/educational activities for the Center (scientific seminars, talks to lay groups, etc.)

Privileges of JCCC Membership

1. Priority access to Cancer Center shared resources or core services
2. Access to office and research space controlled by the Cancer Center
3. Participation in funded program area activities
4. Access to Media Relations office for assistance with news releases or media inquiries
5. Use of specialized facilities and resources (i.e., PCR facility, GMP suite)
6. Grant and meeting information
7. Listing of on-campus activities and seminars
8. Assistance with fund-raising through the Jonsson Cancer Center Foundation

Non-member faculty also may have access to seed grants under other defined circumstances (see separate guidelines for seed grant and fellowship support).

Obligations of JCCC Membership

1. All cancer researchers, whether members or not, must submit to the Internal Scientific Peer Review Committee (ISPRC) prior to submission to the IRB*** information about proposed clinical cancer research protocols in which they are the principal investigator. We are required by the NCI to peer review all clinical protocols.
2. All members should acknowledge the use of the Cancer Center facilities, space or assistance from the core grant, as appropriate, on their research publications, and they should send single copies of reprints of these published papers to the Cancer Center Administrative Office for record-keeping purposes.

*** Human Subject Protection Committee, for studies at the Center for the Health Sciences

Objectives of the Cancer Center

1. The Cancer Center is dedicated to innovation and excellence in interdisciplinary cancer research and training. It is our mission to help move basic research into the applied setting to reduce cancer incidence, morbidity and mortality, and to improve detection, diagnosis, treatment and prevention.
2. The Cancer Center serves as a community resource to sponsor and conduct informational activities for lay people and health care professionals and to implement outreach programs linking the communities to the research and services of the Center.
3. New program areas will be developed by the Center to assist and complement existing cancer research and clinical resources.
4. The Cancer Center will strive for the highest quality of clinical care by promoting multidisciplinary diagnostic, treatment and prevention services; by demonstrating and evaluating new clinical management techniques; and by fostering the rapid clinical application of demonstrably useful methods of cancer management.
5. Oncology teaching programs in pre- and postdoctoral fields and in the allied health professions will be strengthened, and new ones encouraged, to train the professional and technical personnel necessary to attack the cancer problem nationally.
6. Cancer Center shared resources for member investigators will be strengthened, while new shared resources will be instituted as needed (see Shared Resources section).
7. The Cancer Center will contribute to strengthening areas in cancer research and clinical service at UCLA that now require greater depth or breadth. In particular, the Center will strive to develop oncology programs by fostering new appointments of high quality and by providing space, developmental and/or shared resource support where required.
8. The Cancer Center operates multidisciplinary cancer research facilities in the Louis Factor Health Sciences Building. Partial centralization of cancer-related activities at UCLA: 1) contributes to increased efficiency in the use of facilities; 2) improves communication among investigators in many fields; 3) facilitates common utilization of shared resources; and 4) contributes to improved multidisciplinary cancer patient care within the Cancer Center.
9. Active participation is encouraged in UCLA Cancer Center programs by practicing health professionals in Los Angeles and throughout the metropolitan region. This is the basis for developing a coordinated community cancer control program in cooperation with other agencies and medical centers serving the area.

Application Procedures

1. Please carefully review these Membership Guidelines and Cancer Center Objectives. Additional information may be obtained, if required, by calling 310/825-5268 or by writing to the Jonsson Comprehensive Cancer Center Administrative Office, 8-684 Louis Factor Health Sciences Building, Box 951781, Los Angeles, California 90095-1781 (campus: 8-684 Factor, 178121).
2. Complete the membership application form and all required attachments. (Incomplete applications will be returned for completion before review).

Applications for membership must be submitted both electronically and via hard copy. Electronic submissions should be sent to Emma Ashley (EAshley@mednet.ucla.edu); paper applications should be delivered directly to the Jonsson Comprehensive Cancer Center, Factor Building, Room 8-684, Los Angeles, CA 90095-1781 (campus mail code: 178121)

3. Each application will be reviewed by the respective Program Area Director(s) and approved by the Cancer Center leadership.



Jonsson Comprehensive Cancer Center

MEMBERSHIP APPLICATION

Name of Applicant: _____

Faculty Appointment: _____ Faculty Appointment Date _____

Department: _____ Phone/Fax: _____

Mailing Address: _____ Mailcode: _____

E-Mail Address: _____

I. I hereby subscribe to the Membership Guidelines and Cancer Center Objectives.

_____ Signature of Applicant	_____ Date	_____ Signature of Department Chair	_____ Date
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II. Please indicate area of cancer interest:

____ I have a primary interest in the _____
Program Area. (See list of Program Areas in membership guidelines).

____ I have a primary research, clinical and/or administrative interest in the cancer field, but it is not within an existing
Cancer Center Program Area.

III. Primary research interest(s) of applicant (please describe briefly):

IV. Current and pending funding (reverse side).

V. Please submit your current curriculum vitae.

VI. Please list all of your publishing aliases (Doe J, Doe JR, etc.)

VII. Please provide all cancer -related publications from July 1, 2007–current. Please include the PMID's in the citation.

VIII. Send this application and all attachments to:

Emma Ashley
Jonsson Comprehensive Cancer Center
Factor Building, Room 8-684
Los Angeles, CA 90095-1781 (campus mail code 178121)

Also, please submit an additional electronic copy to: Emma Ashley, EAshley@mednet.ucla.edu.

FORM A

EXISTING FUNDED(E) AND PENDING(P) PROJECTS

Principal Investigator (Last name, First, alphabetically) *	Funding Agency	Full Grant/contract Number**	Funding Dates*** and Percent Effort Devoted by You	Title of Project (Give full title, use as much space as necessary)	Current Year Funding	
					Direct Costs	Total Costs (Dir+Indir)

* If you are a Co-Principal Investigator (or Principal Investigator of a program project component), please explain as appropriate.
 ** Project Number if funded from a non-federal agency.
 *** Inclusive dates of the most recently approved and funded three- to five-year new or renewal period.