

**MEMORANDUM OF UNDERSTANDING IN RESEARCH BETWEEN THE U.S.  
DEPARTMENT OF VETERANS AFFAIRS (VA) OF THE GREATER LOS ANGELES  
HEALTHCARE SYSTEM AND THE UNIVERSITY OF CALIFORNIA AT LOS ANGELES**

This Memorandum of Understanding In Research ("Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between: (1) The Regents of the University of California, a California constitutional corporation, on behalf of the University of California at Los Angeles including its UCLA Health System and David Geffen School of Medicine at UCLA ("UCLA" or "University"); (2) the VA Greater Los Angeles Healthcare System ("VAGLAHCS"); (3) the Brentwood Biomedical Research Institute ("BBRI"); and (4) the Sepulveda Research Corporation ("SRC"). UCLA and VAGLAHCS may also be referred to individually as "Institution" and collectively as "Institutions." SRC and BBRI may also be referred to as the "VANPCs." UCLA, VAGLAHCS, and VANPCs may be referred to individually as "Party" and collectively as "Parties."

UCLA and VAGLAHCS have a long and productive history of collaboration and cooperation in health care delivery, education and research. This has brought many benefits to the Institutions and to the public. Given that history, each Institution wants to strengthen and expand ties to the other. This Agreement provides a more formal relationship between the two in research in a manner supportive of each Institution's mission, policies and procedures.

This Agreement sets forth the terms and conditions under which the Parties will cooperate with one another in connection with various collaborative research activities, including but not limited to, clinical trials, grants, laboratory-based research activities, exchange of research data, and dually appointed personnel ("DAP").

**RECITALS**

Whereas, VAGLAHCS is a health care facility operated by VA and includes the West Los Angeles VA facility, the Sepulveda Campus, the VA Los Angeles Outpatient Clinic, and other outlying Community Based Outpatient Clinics;

Whereas, UCLA is a campus in the University of California educational system operated by The Regents of the University of California, an entity of the State of California ("UC");

Whereas, BBRI and SRC are VA-affiliated non-profit research and education corporations, under section 501(c) (3) of the Internal Revenue Code, that were established pursuant to the authority of Title 38 U.S. Code § 7361, et seq. VANPCs are authorized by Congress under 38 U.S.C. §§ 7361-7366 to be flexible funding mechanism for the conduct of VA approved research and education at VAGLAHCS;

Whereas, VAGLAHCS and UCLA have entered into an Affiliation Agreement dated July 1, 2010, in which they have agreed to be affiliates in order to provide high quality care to VAGLAHCS' patients and to maintain the high academic standards that UCLA has established for its health care training and research programs;

Whereas, it is in the mutual interest and benefit of the Parties that research performed at VAGLAHCS' or UCLA's facilities is done in accordance with applicable federal and state regulations; that standards for human and animal programs are maintained in accordance with the requirements of each Party; and, that laboratory safety for employees is at the highest standards.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

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**1. DEFINITIONS.**

1.1 "**Award**" means the formal receipt of funding for research and associated documentation specifying the objective, nature, terms, conditions, restrictions and budget for a Covered Research project under this Agreement.

1.2 "**Base of Operations**" means either VAGLAHCS, if the project funds are administered by VANPCs, or UCLA, if UCLA administers the funds. The determination of which Institution administers the funds is made in accordance with the provisions of this Agreement, particularly section 3.1.

1.3 "**Covered Research**" means those research projects whose performance requires a contribution of personnel, or other resources, by both VAGLAHCS and UCLA, and which is approved research by both Institutions, except as otherwise provided in this Agreement.

1.4 "**Dual Appointment Personnel**" ("**DAP**") means any person who holds simultaneous appointments at both VAGLAHCS and UCLA, regardless of whether the appointments are full-time or part-time or are compensated or uncompensated.

1.5 "**Intergovernmental Personnel Agreement**" ("**IPA**") means an agreement that provides for a voluntary assignment of a federal employee to a non-federal organization, or assignment of a non-federal employee to a federal agency that benefits the federal agency and the non-federal organization (5 U.S.C. §§ 3371-3376). The Intergovernmental Personnel Act (5 CFR Part 334) allows for assignments to or from state and local governments and institutions of higher education (e.g., UCLA) and other organizations to facilitate cooperation between the federal government (e.g., VA) and the non-federal entity (e.g., UCLA). Such assigned employees through an IPA must be assigned based on scientific and/or technical expertise. BBRI and SRC are certified by VA as organizations with which it may enter into IPA agreements. With UCLA, different kinds of personnel agreements are required and will be determined as needed. All IPA appointments are VA employees.

1.6 "**Office of Research Development**" ("**ORD**") means the office within the Veterans Health Administration ("**VHA**") which supports health research at VA facilities and program offices. ORD is responsible for development of VA policy related to the VA research program, and for the development and implementation of educational programs in support of VA's research mission.

1.7 "**Office of Research Oversight**" ("**ORO**") refers to the primary VHA office in advising the Under Secretary for Health and exercising oversight concerning all matters of research compliance and assurance, including human subject protections, laboratory animal welfare, research safety, research laboratory security, research information security, research misconduct, debarment for research impropriety, and other matters that the Under Secretary for Health may assign.

1.8 "**Proposal**" means an offer consisting of formal documentation sent to a prospective Sponsor with the intent of securing support for a Covered Research project.

1.9 "**Research and Development Committee**" ("**R&D Committee**") means the governing committee that assists a VA Medical Center Director ("**MCD**") in fulfilling responsibilities for the facility's research program. The R&D Committee is responsible for ensuring the effective

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operation of the research program through oversight of the R&D Committee subcommittees and making appropriate recommendations to the MCD based on the R&D Committee's oversight and evaluation of the research program. The R&D Committee is also responsible for reviewing and approving VA research following review and approval of the applicable R&D Committee subcommittees. See VHA Handbook 1200.01.

1.10 **"Research Misconduct"** means the falsification, fabrication and/or plagiarism in proposing, performing, or reviewing research, or in reporting research results as described in the VHA Handbook 1058.02, "Research Misconduct" and in UCLA Policy 993 "Responding to Allegations of Research Misconduct" (See: <http://www.adminpolicies.ucla.edu/app/Default.aspx?&id=993>)

1.11 **"Sponsor"** means any individual or public or private entity that provides resources of any kind for the performance of research, clinical trials, or scientific or research training.

1.12 **"VA Appropriated Funds"** means those research funds that are provided via the VA Research Appropriation or Medical Care Appropriation when designated for research support.

1.13 **"VA Research"** means research that is conducted by VA investigators (serving on compensated, WOC, or IPA appointments) while on VA time. The research may be funded by VA, by other Sponsors, or be unfunded. VA Research must have R&D Committee approval. See VHA Handbooks 1200.01 and 1200.02.

1.14 **"Without Compensation Appointment" ("WOC")** means an individual that has an official VA appointment, but does not receive any salary or benefits from VA. See 38 U.S.C. § 513; 38 U.S.C. § 7405(a)(1). This appointment may allow the individual to support VA's research program in various capacities including, but not limited to, investigator, research coordinator, and administrator while at VA for a defined period of time. WOC employees are subject to all laws and regulations pertaining to government personnel, including, but not limited to, Government ethics laws and Standards of Conduct and VHA Handbook 1100.19, Credentialing and Privileging. WOC appointments at VA are administered by its Offices of Human Resource Management.

**2. COVERED RESEARCH ACTIVITIES.**

**2.1 Individuals to Whom this Agreement Applies.**

2.1.1 This Agreement applies only to research that is performed by Investigators who hold appointments at both UCLA and VAGLAHCS (see section 1.4, above, "DAP"). At VAGLAHCS, the appointment must authorize the individual to perform medical research during his or her VA tour of duty (see also section 2.2.1 below). Some of the research performed under the supervision of the Investigator, however, may be performed by individuals who are employed by one of the Parties but who do not hold dual appointments.

2.1.2 VA employees may have a full-time, part-time, IPA, or WOC appointment at VAGLAHCS; and, they must receive permission to perform research at UCLA from the Office of the Chief of Staff at VAGLAHCS. UCLA employees must have track appointments allowing them to do research or have a specific exception permitting research at VAGLAHCS.

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2.1.3 A Memorandum of Understanding ("MOU") must be in place which specifies the distribution of time between the Institutions with respect to clinical work, education activities, research time, and administrative duties and in the case of VA time, must include the tour of duty. This should be signed by the supervisor for the DAP at each Institution and maintained on file at the respective Institutions' offices. The MOU shall be substantially in the form of a template to be developed and approved by UCLA and VAGLAHCS.

**2.2 Research to Which this Agreement Applies; Requirements.**

Subject to the restrictions contained in section 2.3.1 below, research that is subject to this Agreement may be funded by industry Sponsors, government agencies, other Sponsors, or it may be unfunded.

**2.2.1 VA Research.**

(a) The R&D Committee and appropriate VAGLAHCS research subcommittees (e.g., Institutional Review Board ("IRB"), Institutional Animal Care and Use Committee, Subcommittee for Research Safety) must have given their approval of research that is conducted by a DAP while on VA time, utilizing VA resources, and/or on VA property (including space leased to, and used by, VAGLAHCS) before the research may be performed. Such approval requires a determination that the activity meets the requirements for approval as VA Research as described in VA policies.

(b) Justification for VA Research to be performed off-site is provided as part of the VA review process as described below (section 5.5), but also should be included in all applications for VA Subcommittee for Research Safety approval in order to ensure appropriate allocation of resources.

(c) Research approved by the R&D Committee is considered to be VA Research respectively, regardless of the source of funding, the entity administering the funds, or the research site (see VHA Directive 1200, VHA Handbook 1200.17). Research that does not meet VA requirements for approval as VA Research may not be reviewed or approved by VAGLAHCS's R&D Committee. For example, as provided in 2.3.1 below, research performed by an individual with an UC appointment utilizing only UC space and other UC resources is not VA Research even if the individual is also a VA employee. Therefore, such research, which is clearly not VA Research, may not be reviewed or approved by VAGLAHCS's R&D Committee. Correspondingly, research performed by a VA employee as part of his or her VA duties, or research utilizing VA resources, may not be performed without VA R&D Committee approval.

**2.2.2 UCLA Research.** This Agreement is applicable to UCLA research that is carried out by DAPs utilizing either UCLA funding or UCLA physical resources.

**2.2.3 Research performed in Laboratory and Other Space at VA or UCLA.** Laboratory and other space at VAGLAHCS and UCLA that is utilized in the performance of the research that is subject to this Agreement must meet the regulatory requirements of the Party having jurisdiction and control of the underlying space. This includes space that is made available from one party to the other under an appropriate real property arrangement (e.g., a revocable license). The regulatory requirements include the safety requirements of the respective

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Party. See e.g., VHA Handbook 1200.08. Therefore, the safety committee and safety officers of the responsible Party have jurisdiction over such space. However, if either Party imposes additional safety/Environmental Health Services requirements as a condition to approval of the research, the research may not be performed in the laboratory or other space, unless those requirements are also satisfied. It is understood that the applicable requirements include those pertaining to periodic inspections, to ensure the safety of the research personnel and adherence to the approved protocol. The VAGLAHCS will provide a list of its investigators occupying laboratory space at UCLA and the rooms they are occupying. A summary of incidents, inspections and safety corrections to UCLA space will be provided for information only to VA to the extent permitted by applicable law, such as the confidentiality of Quality Assurance records, 38 U.S.C. § 5705, or the exemptions from disclosure under the Freedom of Information Act, 5 U.S.C. § 552.

**2.3 Research to Which this Agreement Does Not Apply.**

2.3.1 This Agreement does not apply to research conducted by either Party's employees (a) using resources, space, or facilities solely under the jurisdiction and control of that Party; or (b) that is funded by VA appropriations, including but not limited to VA Merit Review funds; or (c) if application of this Agreement is otherwise inconsistent or incompatible with applicable law.

**3. ADMINISTRATION OF COVERED RESEARCH.**

**3.1 Determination of the Base of Operations; Infrastructure Support by Other Party.**

3.1.1 The determination of where an Award is administered shall be based on whether VAGLAHCS or UC owns or leases the space where the predominance of the work proposed in the Award is to be performed (i.e. at VAGLAHCS or at UCLA). "The predominance of work" means that over 50% of the project's direct costs, excluding equipment purchases, result from work physically taking place in the Party's space. For research that is to be administered by VAGLAHCS, BBRI or SRC will administer the Award. The Parties shall come to agreement as to reimbursement to the non-administering Party.

3.1.2 Notwithstanding the determination based on the predominance of work, either VAGLAHCS or UCLA may decide not to administer the Award (or "waive" administration) in favor of the other Party. Such a waiver is subject to the policies, procedures, and approval requirements of the waiving Party and, particularly, to any laws or policies that are applicable to the use of the waiving Party's resources that may be utilized in the performance of the research. Further, administration by the non-waiving Party is subject to that Party's approval in accordance with the laws and policies that are applicable to it.

3.1.3 Should waivers of grant and contract administration be carried out by one Party, the other Party will provide support to the waiving Party for the portion of the research to be performed in the waiving Party's space in a form mutually agreeable to VAGLAHCS and UCLA.

3.1.4 Proposals that qualify for administration by VAGLAHCS, BBRI or SRC under this Agreement shall be considered institutionally authorized exceptions to the December 14, 1994, University of California "Policy on Requirement to Submit Proposals and Receive Awards for Grants and Contracts through the University" which is attached hereto as **Exhibit A**.

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3.2 Sub awards. The Party administering the Award will issue a sub award (either sub grant or subcontract as appropriate) to the other Party defining the scope of work to be conducted, with direct and appropriate facilities and administrative ("F+A") costs to support that portion of the work being done at the second Party. When UCLA is administering the Award, the sub grant or subcontract shall be issued to both VAGLAHCS and to the applicable VANPC. The Parties agree to comply with VHAs Directive pertaining to the mandatory use of Cooperative Research and Development Agreements ("CRADAs"), so that in the applicable circumstances VA CRADA templates will be utilized for the sub award. F+A rates for contracts and grants administered by UCLA will be the federal-negotiated rates based on the UCLA rate agreement.

3.3 Industry Sponsored Clinical Trials. Industry- Sponsored clinical trials involving collaboration between both Institutions will be handled either as separate contracts between the Sponsor and each Party or by subcontract from one Party to the other for its research contributions, as mutually agreed upon by the Parties and in accordance with the requirements and policies of each Institution.

**4. TRAINING AWARDS.**

Training awards involving both UCLA and VAGLAHCS may be administered by either UCLA or VAGLAHCS, or by BBRI or SRC. These include National Institutes of Health's "K" awards and other training grants as defined by Sponsor regulations. Training awards specific to operations at UCLA will be administered by UCLA. Training awards specific to operations at VAGLAHCS will be administered by VAGLAHCS, BBRI, or SRC.

**5. OTHER REQUIREMENTS APPLICABLE TO COVERED RESEARCH.**

5.1 Conflicts of Interest. The Parties shall each maintain and apply standards of conduct governing the performance of their respective personnel engaged in the Award and administration of grants, contracts, gifts and other funding agreements. In the case of VA, the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635, et seq., ("Standards of Conduct") and the criminal conflict of interest statutes at 18 U.S.C. §§ 201-209, et seq. are applicable. In Particular, DAPs, when acting on behalf of VAGLAHCS, shall, be informed by VAGLAHCS of the obligation to comply with the conflict of interest requirements of 18 U.S.C. §§ 201- 209, et seq., and the Standards of Conduct.

5.2 In the case of UCLA, the following are the applicable standards: Personnel may participate in research in which they have a real or apparent conflict of interest only if they meet UCLA's conflict of interest policies and requirements, and are in compliance with the applicable federal laws, such as those noted in this section 5.

5.3 Reporting of DAP Information.

5.3.1 On an annual basis or upon request, and consistent with each Party's reporting capabilities, by department, VAGLAHCS and UCLA will provide to each other, a listing of DAPs with extramural funding identified by principal investigator, identifying Sponsor name and number, title of Award, funding period, and total direct costs, provided that the disclosure is not prohibited by contractual agreements with the extramural funding source.

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5.3.2 When administration of a grant or contract is performed by either UCLA or VAGLAHCS, that involves the use of the other Party's resources, the Parties shall each identify a contact person to work with the other Party for the reporting purposes described in the preceding section.

5.3 Training and Education of DAPs Performing Research.

5.3.1 Appropriate training in human and/or animal research, biosafety in the laboratory, and any other training required by the Institution based on the research to be performed must be completed at each Institution where research covered by this Agreement will be performed prior to the initiation of the research at that Institution. Continuing education in research in the subject matter, and the timing interval of such training, shall also be completed in accordance with the requirements of the Party where the work is done. These requirements, however, do not supersede the training that any Party requires of its own employees.

5.3.2 Reciprocity of credits for educational programs in research will be sought by the Parties for educational programs in human subjects' protection, animal care and use, biosafety, and research ethics taken at either Party when the educational program is approved in advance by both Parties. Failure to maintain appropriate training, certification, and credentialing according to the requirements of the respective Institutions may lead to interruptions in research activity including suspension of ability to perform research.

5.4 Compliance. Each Party will facilitate the continued compliance with all applicable requirements of UCLA's and VAGLAHCS's research programs for their respective Institutions.

5.5 VA Off-Site Research. In the specific case where VA Research is conducted using UCLA space, an off-site waiver must be submitted by VAGLAHCS Research Service to ORD on behalf of VAGLAHCS' Investigator based on the requirements of VHA Handbook 1200.16 and section 2.2.3 of this Agreement.

5.6 Sharing of Safety Information. As both UCLA and VAGLAHCS are interested in the safe conduct of covered research, it is their wish to share summaries of incidents, inspections and safety corrections pertaining to such research regardless of which Party is responsible for the space in which the research is performed. It is recognized, however, that this is only possible to the extent permitted by laws such as the federal law pertaining to the confidentiality of Quality Assurance documents, 38 U.S.C. § 5705, the Privacy Act, 5 U.S.C. § 552a, and the Health Insurance Portability and Accountability Act. It is agreed, therefore, that access to such documents and information shall be determined on a case-by-case basis.

5.7 IPAs. To the extent permitted by law, individuals may perform Covered Research under an IPA. To be eligible, the requirements of the federal IPA statute must be met as well as any additional requirements established by the policies of the Parties. See Title 5, U.S.C. §§ 3371-3375 and related provisions. An IPA cannot be used for a purely administrative position. Further, VAGLAHCS employees assigned to UCLA, whether on detail or on leave without pay, remain federal employees subject to the federal government's Standards of Conduct and criminal conflict of interest statutes. 5 U.S.C. § 3373(a). VAGLAHCS shall inform UCLA employees who are appointed to VAGLAHCS under an IPA to comply with 18 U.S.C. §§ 201- 209, et seq and the Standards of Conduct, to the extent such laws are applicable to such individuals. 5 U.S.C. §

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3374(b). In addition, an IPA can only be utilized with the written authorization of the responsible management official designated by UCLA and VAGLAHCS. For more information as to the IPA program, please see [www.opm.gov/programs/ipa/index.asp](http://www.opm.gov/programs/ipa/index.asp). See also VHA Handbook 5005/32.

5.8 Data, Information Security and Confidential Information. The Parties shall establish mutually-agreed upon terms and conditions outlining the responsibilities of each Institution in securing data and/or information technology equipment in accordance with all applicable state and federal regulations and standards.

5.9 Transfer of Confidential Information between VAGLAHCS and UCLA. Research covered by this Agreement that is to be performed at both VAGLAHCS and UCLA may require that confidential subject or other research data be transferred from one Institution to the other. Accordingly, these Parties agree to engage in good faith discussions as to the appropriate policies and procedures to govern the handling of information in those instances. The transfer of such confidential information shall be handled on a case-by-case basis in accordance with the laws, policies and procedures applicable to, and administered by, each Institution. See VHA Handbook 1200.12.

**6. REPORTING BY DAPs PERFORMING COVERED RESEARCH; PUBLICATIONS.**

6.1 ePROMISE. On an annual basis, DAPs are required to update the VA Research database (ePROMISE) on progress made on all active VA research projects to also include expenditures on all funded research grants and contracts.

6.2 Intellectual Property Reporting by DAPs.

Intellectual Property Reporting by DAPs is governed by the Cooperative Technology Administration Agreement between VA and UC entered into in May 2000, including any amendments, which outlines how VA facilities in California and UC Campuses that are affiliated with them will administer and manage inventions made by DAPs, attached hereto as **Exhibit B.**

6.3 Acknowledgements of Institutional Relationship and Contributions in Publications. Publication of Covered Research shall be in accordance with professional standards. Publications and presentations resulting from one Party's research must acknowledge the other Party's support and be submitted to the appropriate Party's office or committee in accordance with that Party's requirements or applicable laws or regulations (see VHA Handbook 1200.19). Failure to submit publications and presentations for review may result in loss of privileges to conduct research.

**7. FUTURE AGREEMENTS FOR PROGRAMS.**

Future management of Institutions' programs may be addressed in an Exhibit to this Agreement. If necessary, details for each future agreement will be documented in subsequent Exhibits to this Agreement. Such future agreements include, but are not limited to: IRB approval for human studies performed and processes to streamline the IRB approval process for Covered Research, and Ethical Conduct of Research and Responding to Allegations of Research Misconduct, which will set forth the current processes at each Institution for responding to allegations of Research Misconduct by DAP where such allegations arise either from discovery by either Institution. The reporting of the outcomes of Research Misconduct allegations will follow



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each Institutions' policies and regulations and will be reported to ORD, ORO, and to each Party's Research Integrity Officer.

**8. COOPERATION.**

The Parties agree to cooperate with each other in the timely investigation and disposition of adverse events, audits, peer review matters, disciplinary actions, research misconduct, and third-party claims resulting from research covered by this Agreement, including the provision of relevant documents and other information, to the extent consistent with the laws, policies and procedures applicable to each Party. Further, if a Party determines that another Party may be subject to liability in connection with such a matter, it shall provide prompt notice of the matter to the other Party. The failure to provide such notice, however, shall not result in liability to a Party apart from any liability that may already exist independent of this notification provision.

**9. NOTICES.**

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified and return receipt requested, and addressed as follows:

**TO VAGLAHCS:**

Associate Chief of Staff  
Research & Development Service  
VA Greater Los Angeles Health Care System  
11301 Wilshire Blvd., Bldg. 114, Rm 330  
Los Angeles, CA 90073

**TO UCLA:**

UCLA Vice Chancellor for Research  
BOX 951405, 2147 Murphy Hall  
Los Angeles, CA 90095-1405

**TO BBRI:**

Executive Director Brentwood Biomedical Research Institute  
11301 Wilshire Blvd  
Bldg 114, Rm 218  
Los Angeles, CA. 90073

**TO SRC:**

Executive Director, Sepulveda Research Corporation  
16111 Plummer St.  
Bldg 200, Rm 3424  
Sepulveda, CA. 91343

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**10. INSURANCE.**

The Parties shall maintain insurance as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

**11. TERM.**

This Agreement shall be implemented from the Effective Date and shall continue in effect for five (5) years or until earlier terminated as set forth herein. This Agreement is applicable only to new Awards and does not apply to contracts and grants currently in process as of the Effective Date.

**12. TERMINATION.**

12.1 Termination without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by UCLA or VAGLAHCS upon one hundred eighty (180) days' prior written notice to the other Party. BBRI or SRC may withdraw from this Agreement without cause at any time upon the same notice. In that event, the other Parties shall agree to continue or terminate this Agreement as to their participation.

12.2 Termination for Cause. The Parties may terminate this Agreement upon the material breach of this Agreement or for other good cause, by giving the other Party written notice of such breach. If such breach is not cured by the breaching Party to the reasonable satisfaction of the non-breaching Party within sixty (60) days' of receipt of this notice, this Agreement shall terminate, unless otherwise agreed to by the non-breaching Party.

12.3 Effect of Termination. Upon termination or expiration of this Agreement, the Parties shall jointly develop and implement a plan for any existing research governed by this Agreement to be allowed to continue until it is completed.

**13. NO ASSIGNMENT.**

Neither party shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

**14. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with Federal law of the United States, and where not inconsistent with U.S. Federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California.

In no event shall the terms and conditions of this Agreement be in conflict or contrary to VA policies. In the event VA policies regarding the topics agreed in this Agreement change or are modified, VA policies control and supersede the requirement of the Parties. VAGLAHCS shall assure changes to VA policies are communicated to all the Parties timely.

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**15. EXHIBITS.**

Any and all Exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

**16. PARTY RELATIONSHIPS.**


Unless expressly identified in this Agreement, all Parties are independent from one another and nothing herein shall create any association, partnership, or joint venture between the Parties or an employer-employee relationship. As provided in Article 1.4, DAPs are employees of both VAGLAHCS and UCLA. As to other individuals, no agent or employee of a Party to this Agreement shall be, or shall be deemed to be, the employee or agent of another Party and each Party shall be solely and entirely responsible for its acts and the acts of its employees. This agreement does not establish a contract between VAGLAHCS and BBRI, or between VAGLAHCS and SRC.

**17. MODIFICATIONS AND AMENDMENTS.**


This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of the Parties. VAGLAHCS and UCLA agree to amend this Agreement to the extent amendment is required by applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

WHEREAS, the Parties each acknowledge and represent that they are authorized to enter into this Agreement and perform the research activities as set forth herein. In witness whereof, the Parties have executed this Agreement, and may sign in counterpart, as set forth below.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES  
("UCLA")**

By:   
Name: Gene D. Block  
Title: Chancellor  
Date: 5/10/2017

**DEPARTMENT OF VETERANS AFFAIRS  
Greater Los Angeles Health Care System  
("VAGLAHCS")**

By:   
Name: Ann R. Brown  
Title: Director  
Date: 5/15/17

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SEPULVEDA RESEARCH CORPORATION

By: Bonita Krail  
(SRC Director)  
Name: BONITA KRAIL  
Title: EXECUTIVE DIRECTOR  
Date: 5/17/17

BRENTWOOD BIOMEDICAL RESEARCH INSTITUTE, INC.

By: Kenneth G. Hickman  
(BBRI Director)  
Name: KENNETH G. HICKMAN  
Title: EXECUTIVE DIRECTOR  
Date: 5/11/17

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DEPARTMENT OF VETERANS AFFAIRS (VA) OF THE GREATER LOS ANGELES  
HEALTHCARE SYSTEM AND THE UNIVERSITY OF CALIFORNIA AT LOS ANGELES**

**EXHIBIT A**

**UC POLICY ON REQUIREMENT TO SUBMIT PROPOSALS AND RECEIVE AWARDS  
FOR GRANTS AND CONTRACTS THROUGH THE UNIVERSITY**

**<http://policy.ucop.edu/doc/2500500/ReqSubmitProp-Awar>**

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**EXHIBIT B**

**COOPERATIVE TECHNOLOGY ADMINISTRATION AGREEMENT**

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**EXHIBIT C**

**INSURANCE**

**I. Insurance to be Maintained by UCLA.**

UCLA shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- A. Professional Medical and Hospital Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (500,000).
- B. General Liability Self-Insurance Program with a general aggregate limit of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- C. Workers' Compensation Self-Insurance Program covering UCLA's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurable risks relating to performance.

UCLA, upon execution of this Agreement, shall furnish the other Parties with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to the other Parties of any modification, change or cancellation of any of the above insurance coverages.

**II. Insurance to be Maintained by VAGLAHCS.**

VAGLAHCS is an agency of the United States and, as such, is self-insured pursuant to the provisions of the Federal Tort Claims Act.

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**III. Insurance to be Maintained by BBRI.**

BBRI shall procure and maintain professional liability insurance and shall insure its activities in connection with this Agreement during the term of this Agreement with a carrier and in a form acceptable to the other Parties as follows:

- A. Comprehensive or Commercial Form General Liability/Business Owners Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- B. Directors and Officers Insurance with a limit of two million dollars (\$2,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- C. Workers' Compensation Insurance in a form and amount covering BBRI's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- D. Such other insurance in such amounts that from time to time may be reasonably required by the mutual consent of the Parties against other insurable risks relating to performance.

BBRI, upon execution of this Agreement, shall furnish the other Parties with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to the Parties of any modification, change or cancellation of any of the above insurance coverages.

**IV. Insurance to be Maintained by the SRC.**

SRC shall procure and maintain professional liability insurance and shall insure its activities in connection with this Agreement during the term of this Agreement with a carrier and in a form acceptable to the other Parties as follows:

- A. Professional Liability Insurance with financially sound and reputable companies with limits of three million dollars (\$3,000,000) per occurrence and a general aggregate three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than twenty five thousand dollars (\$25,000). In the event that a claims-made policy is canceled or non-renewed, then SRC shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.



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- B. Comprehensive or Commercial Form General Liability / Business Owners Insurance (contractual liability included) with a limit of two million dollars (\$2,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- C. Directors and Officers Insurance with a limit of three million dollars (\$3,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- D. Workers' Compensation Insurance in a form and amount covering SRC's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts that from time to time may be reasonably required by the mutual consent of the Parties against other insurable risks relating to performance.

SRC, upon execution of this Agreement, shall furnish the other Parties with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to the Parties of any modification, change or cancellation of any of the above insurance coverages.