MASTER COMMON RECIPROCAL INSTITUTIONAL REVIEW BOARD AUTHORIZATION AGREEMENT

TERMS OF AGREEMENT

I. Purpose

The purpose of this Master Common Reciprocal Institutional Review Board Reliance (IRB) Authorization Agreement (Agreement) is to allow institutions that sign this Agreement to cede IRB review (Relying IRB(s)) to another signatory. Any institution signing this Agreement is considered a Participating Institution. This Agreement also sets forth the respective authorities, roles, and responsibilities of each party when a ceded review arrangement is determined to be acceptable. Additionally incorporated is a Joinder Process that allows a new institution to join to the Agreement. Capitalized terms not defined within are defined in Exhibit A.

II. Agreement Scope

A. Elective Use. Each Participating Institution is able choose on a case-by-case basis whether to cede IRB review or whether they will perform their own IRB review.

B. Categories of Protocols Eligible for Ceded Review. Research conducted collaboratively across Participating Institutions where review will be conducted by one of the Participating Institution's IRB are eligible for ceded review under this Agreement. This Agreement also applies to determinations of exemption from IRB review as set forth in 45 CFR 46.101(b).

C. Non-Exclusivity. This Agreement does not preclude any party from participating in any other IRB authorization agreements that it may have or enter into with other entities, including Participating Institutions, for Research other than the Research for which review is ceded under this Agreement.

III. Collaborative Determination of REVIEWING IRB, Process and Consideration.

A. Request Process. An Overall PI or Site PI may make the request for Ceded Review to a Participating Institution/IRB.

B. Review of Requests. A Participating Institution receiving a request to conduct a Ceded Review shall consult with the other relevant IRBs to determine whether each agrees that the requested Research qualifies for Ceded Review.

C. Determination of Appropriate Reviewing IRB; Flexibility of Choice. Determination of the appropriate Reviewing IRB will be made by and among the Participating Institutions engaged in the particular Research. If one Participating Institution declines to participate in the Ceded Review, the Research shall remain eligible for Ceded Review with respect to the other Participating Institutions who have agreed.

D. Notification to the Investigators of acceptance of declination of Ceded Review. The Reviewing IRB shall notify the investigators that the Research has been accepted for Ceded Review under this

Agreement. If not accepted, the investigator's institution will so notify the investigator.

IV. Obligations Regarding IRB Review/Decisions

A. Reviewing IRB/Institution Responsibilities

The reviewing IRB agrees that it will, at all times while this Agreement is in effect:

1. Maintain a FWA with OHRP and the registration of its IRB with OHRP and FDA.
2. Maintain IRB Board Membership that satisfies the requirements of 45 CFR 46 and 21 CRF 56.
3. Make available to the Relying Site(s), upon request, the Reviewing IRB Standard Operating Procedures.
4. Perform initial reviews, continuing reviews, reviews of reportable events for the ceded research that involve risks to subjects or others, amendments, incidents of serious or continuing noncompliance, and reviews of any other documents as needed consistent with applicable regulations.
5. Maintain and make accessible to the Relying Site the Reviewing IRB application, protocol reviews, letters to Principal Investigators, approvals and disapprovals, approved consents, portions of the minutes of the Reviewing IRB meetings relevant to the ceded Research and the Relying Site.
6. Provide the Relying Site approved informed consent form(s). The consent from will indicate areas where the Relying Site may add language or otherwise customize the consent form for its own site. The changes are generally limited to the following areas: HIPAA, payment for research related injury, site-specific religious and cultural norms, and local contacts. Any modifications will be subject to approval by the Reviewing IRB, which will then provide a final approval consent form to the Relying Site for use.
7. Perform those deliberations required by HIPAA including, but not limited to:
    a. Waiver or alteration of HIPAA requirements;
    b. Incorporate HIPAA authorization language provided by the Relying Site into the Site specific approved consent document;
    c. In cases when Relying Site will use standardized/common HIPAA authorization language the Reviewing IRB will insert that language into Relying Site's consent document.
    d. For sites with a freestanding HIPAA authorization that satisfy the requirements of 45 CFR 164.508, the reviewing IRB would not need to review and approve that document. The relying site would be able to implement that freestanding authorization per their local policy.
8. Receive and review all conflict of interest determinations including management plans, which may need to include appropriate redactions, made

by the Relying Site. The Reviewing IRB will ensure that any management plan is incorporated into its deliberations and that any mandated disclosures to subjects are included in the approved informed consent form. If the Reviewing IRB determines that a management plan requires modifications in order to ensure protection of Research participants, the Reviewing IRB will promptly notify the Relying Site. If the Relying Site is not willing to modify its management plan consistent with the Reviewing IRB's request than the Research will not be eligible for review under this Agreement. The Reviewing IRB will not disapprove prohibitions or management plans that are more stringent or restrictive than what the Reviewing IRB would require. If the Reviewing IRB is unable to implement the relying site's prohibitions or management plans, the Research will not be eligible for review under this Agreement.

9. Notify the Relying Site promptly if there is ever a suspension or restriction of the Reviewing IRB's authorization to review studies, including but not limited to a suspension or restriction of the Reviewing IRB's FWA or AAHRPP accreditation.
10. Notify the Relying Site promptly of any Reviewing IRB policy decisions or regulatory matters that might affect the institution's reliance on Reviewing IRB reviews or performance of the Research at the Relying Site.
11. Notify the Relying Site, promptly of any injuries or unanticipated problems involving injury or risks to subjects or others in the Research discovered by the Reviewing IRB.
12. Notify the Relying Site if the Reviewing IRB determines that serious or continuing non-compliance has occurred in the Research at the Relying Site, and the steps the Reviewing IRB deems necessary for the remediation of the non-compliance, including but not limited to, any suspension, disapproval or termination of the Research, or any sanctions or limitations imposed on Researchers at the Relying Site. The Reviewing IRB may request that the Relying Site conduct its own investigation and report back to the Reviewing IRB or the Reviewing IRB/Site may work cooperatively to conduct its own investigation.
13. If the Reviewing IRB determines that it must report serious or continuing non-compliance determinations, suspensions or terminations or the findings of an investigation to OHRP, the FDA and/or other oversight entities, it will notify the Relying Site in advance. The Reviewing IRB will provide the involved Relying Site the opportunity to review and comment on the report before it is sent to OHRP, the FDA or others, provided that Relying Site promptly provides any comments to the report. Nothing in this Agreement shall prevent a Relying Site from making its own report or from taking additional remediation steps at its own institution. In limited situations, the use of a confidentiality agreement may be necessary and considered on a case-by-case basis.

14. Notify the Relying Site promptly if the Reviewing IRB decides to suspend, disapprove or terminate the Research for any reason including as a consequence of receiving allegations or findings of serious or continuing non-compliance or unanticipated events that have the potential to cause harm to research subjects. In limited situations, the use of a confidentiality agreement may be necessary and considered.

15. Maintain a human subjects research compliance or audit program that can conduct and report the results of for cause or random audits. Notify the Relying Site about the need for a Reviewing IRB quality assurance/quality initiative audit at the Relying Site. The Reviewing IRB may ask the Relying Site to conduct its own quality assurance/quality initiative and supply results to the Reviewing IRB or work cooperatively to conduct such a review audit. If the audit results in a report that will be made available externally (e.g. OHRP, NIH, FDA, etc.), the Reviewing IRB will afford the Relying Site an opportunity (5 business days) to comment on the draft report with appropriate consideration of any request to remove confidentiality.

16. Reviewing IRB will accept assurances from the Relying Sites that all Principal Investigators and Research Personnel for the ceded Research have met appropriate training requirements.

B. Relying IRB/Relying Site Responsibilities

The Relying Site agrees that it will, at all times while this Agreement is in effect:

1. Maintain an FWA.

2. Maintain a human subjects protection program, as required by the DHHS OHRP.

3. Identify a Relying Site Official who is responsible for, and has authority for, all communication regarding the Research and provide to the Reviewing IRB the name and contact information for that individual.

4. Provide the Relying Site PI and/or other Research Personnel involved in the Research a specific resource at the relying site to address any questions or concerns they may have.

5. Ensure that the Principal Investigators and other Research Personnel at the Relying Site who are involved in the Research are appropriately qualified and meet the Relying Site's standards for eligibility to conduct Research. This includes, but is not limited to, having the required professional staff appointments, credentialing, insurance coverage, and background checks for their assigned role in the Research.

6. Perform local analysis of any specific requirements of state or local laws, regulations, policies, standards (social or cultural) or other factors applicable to the Research, and notify the reviewing IRB of any relevant requirements or results of the analysis that would affect its conduct of the Research. Provide the applicable information to the Reviewing IRB as appropriate for consideration.

7. Perform local review by other local ancillary committee reviews (i.e. pharmacy, radiation safety, etc.) as applicable and required by Relying Site's policies and provide the applicable information to the Reviewing IRB as appropriate for considerations.
8. Ensure as its sole responsibility the identification and interpretation of the requirements of its applicable state or local laws, regulations, policies, and ancillary review processes as are relevant to the Research and to communicate the requirements to the Reviewing IRB.
9. Ensure that the provisions of the grant or contract for Research funded in whole or in part by a non-federal entity (e.g. corporation, foundation, etc.) are consistent with the approved Research protocol and consent form (i.e. provisions in clinical trial agreements that address research related injuries).
10. Promptly, (generally within 2 business days after being made aware), notify the Reviewing IRB when becoming aware of a suspension or restriction of a Relying Site Investigator(s) or other Research Personnel involved in the Research, or the discovery of serious or continuing non-compliance or an unanticipated problem that involves risks to subjects or others within the Research. In limited situations the use of a confidentiality agreement may be necessary and negotiated among the parties.
11. Maintain a human subjects research compliance program that will conduct and report the results of audits. If an audit is performed at the request of the Reviewing IRB, the Relying Site will provide a copy of the report of its findings. Nothing in this Agreement shall prevent the Relying Site from conducting its own investigation or for-cause or not-for-cause audit. However any findings of fact made by a Relying Site will be shared promptly with the Reviewing IRB to ensure the safe and appropriate performance of the Research at the Relying Site. In limited situations, the use of a confidentiality agreement may be necessary and negotiated among the parties.
12. Ensure an institutional mechanism exists by which complaints about the Research can be made by local Research participants or others. Promptly report such complaints to the Reviewing Site if they meet the criteria of a potential unanticipated event that causes risk to subjects or others.
13. Maintain policies regarding the disclosure and management of conflicts of interest related to Research and share those policies with the Reviewing IRB as requested. Ensure that Relying Site Investigators and other Research Personnel involved in the Research disclose financial interests as required under the Relying Site policies. Ensure that conflicts of interest are reviewed and a management plan is implemented, if and as required under Relying Site policies. Provide all management plans to the Reviewing IRB for its review and consider modifications from the Reviewing IRB (as described in A.8 above). The Relying Site will ensure compliance of all management plans related to the Research.

14. Provide the Reviewing IRB with all language needed to complete the identified site-specific sections of the study-specific template consent forms approved by the Reviewing IRB (when applicable the Relying Site's standard injury compensation language for inclusion in the informed consent document.

15. Ensure that Relying Site Investigator(s) maintains all Research records and HIPAA authorizations as per federal and state regulations and laws, as well as any institutional policies or additional requirements.

16. The Relying Sites must:

    a. Accept the Reviewing Site's determinations for waivers or alternations of HIPAA requirements.

    b. Provide Relying Site's HIPAA authorization language for inclusion in the consent document.

    c. In cases when all sites will use standardized/common HIPAA authorization language, accept the HIPAA authorization language approved by the reviewing IRB.

17. The Relying IRB may, at any time, choose to change its decision to cede review for the research. In such cases the reviewing and relying site will work together to facilitate the transfer of IRB oversight with the goal of limiting the potential disruption to the Research. Until the IRB oversight is transferred the reviewing IRB will continue to assume oversight responsibility.

V. Termination.

A Participating Institution may terminate its participation in this Agreement at any time without cause such termination will be effective upon the other parties receiving notification of such termination. In the event that any party's FWA is threatened, terminated, or expires, the other party(ies) may terminate such party's participation in the Agreement immediately. In the event of any termination of this Agreement, the parties will work together to determine the effect of such termination on any Research and associated Research activities being conducted under the Agreement at the time of termination. Termination of participation in this Agreement by one Participating Institution will not terminate the Agreement with respect to the remaining Participating Institutions.

VI. Sustainability

The following requirements will survive any expiration or termination of the Agreement: Procedures for Managing Serious or Continuing Non-Compliance, Subject Injury, Unanticipated Problems, Access to Records, Corrective Actions, Audits Record Keeping, Confidentiality and FOIA Responsibility.

VII. Notices.

All notices under this Agreement shall be sent to the contact at the addresses set forth on each institution's signatory page.

VIII. Confidentiality and FOIA Responsibility.

Each Participating Institution has access to the others' Confidential Information. Each Participating Institution as well as Reviewing and Relying IRBs shall require their Principal Investigators, Research Personnel, IRBs members and designated officials as applicable to hold such Confidential Information in confidence and restrict access to Confidential Information only to those with a need-to-know. On a case-by-case basis, if a Participating Institution receives a FOIA request, which involves Research covered under this Agreement, the parties shall cooperate to determine how to respond acknowledging that institutions may be subject to different FOIA requirements.

IX. Joinder Process.

This Agreement is open to participation by other institutions (New Institution) that will agree to accept the Agreement terms as well as additional terms in the Joinder Agreement, a sample of which is attached in Exhibit B. In general, a New Institution's eligibility for participation in this Agreement is contingent on:

A. Consideration and approval of participation by existing Participating Institutions.

B. Designating a contact-person or liaison who will communicate on behalf of the institution with respect to matters concerning implementation of this Agreement, and notifying the other institutions promptly if there are changes in the contact-person; and

C. Maintaining a FWA with OHRP and the registration of the IRB with OHRP and the FDA, maintaining IRB board membership that satisfies the requirements of 45 CFR 46 and 21 CFR 56 and complying with all other provisions of this Agreement and the Joinder Agreement, and

D. Either accreditation through an organization such as AAHRPP or completion of OHRP's Quality Assessment Program. (OHRP's Quality Assessment Program is intended to help institutions evaluate and improve the quality of their human research protections program.)

   If the institution is neither accredited nor has previously participated in the OHRP QA Program, they must do a self-assessment utilizing the QA Self-Assessment Tool and contact OHRP to request and complete an in-depth QA consultation.

   This provision applies to the initial sites that sign the master reliance agreement and that will join at a later date.

E. If the New Institution intends to serve as the Reviewing IRB research, it must revise Section 4 of its FWA with OHRP (if it has not previously done so) to indicate that it will not apply the federal regulations (and its subparts) to all human subjects research, irrespective of funding source (aka "uncheck the box"). In addition, the New Institution must maintain a policy that makes clear that unchecking the box does NOT eliminate the requirement for ethical IRB review. The policy must make clear that the sole responsibility for oversight of non-federally funded and unfunded research lies with the Participating

Institution, rather than with OHRP. Once the New Institution has "unchecked the box" and developed the appropriate supplemental policy, they will be able serve as a Reviewing IRB under the terms of this Agreement.

Each current Participating Institution acknowledges and agrees that, if New Institution meets the criteria, it will be accepted to join into this Agreement. The New Institution's participation will be memorialized as an amendment via a Joinder Agreement a sample of which is attached as Exhibit B.

X. Miscellaneous.

This Agreement may be amended only by a written agreement signed by authorized representatives of all parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. The failure of a party to insist upon the performance of any of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of the Agreement or of the whole Agreement. All the titles and headings contained in the Agreement are inserted only as a matter of convenience and reference and do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions. This Agreement is not assignable in whole or in part, and any attempt to do so shall be void.

This Agreement meets federal requirements for designation of another institution's IRB as the Reviewing IRB, as set forth in the OHRP document *Terms of the Federal wide Assurance* current as of June 2011. This Agreement will be kept on file at each signatory institution and will be provided to OHRP or other federal agencies upon request

XI. **Signature and Signature Effect.**

The Institutional Officials signing this document agree that Ceded Review may be utilized for review and continuing oversight of Research. The Institutional Officials signing this agreement will accept and rely on the review and approval of Research by the other Participating Institution, without the need for additional institutional signatures

This Agreement will become effective as of the date of the last signature below. Not every Participating Institution needs to sign in order to effectuate the terms of this Agreement. This Agreement is effective immediately as between or among the Participating Institutions that sign. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or other electronic signatures may be deemed originals. This Agreement is between the undersigned parties only and does not include any other FWA-holding entities with which the Participating Institution(s)/IRB(s) is affiliated or has an IRB reliance relationship.

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Boston Children's Hospital
Assurance (FWA):	FWA #00002071
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	The Children's Hospital of Philadelphia
Assurance (FWA):	FWA #00000459
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Cincinnati Children's Hospital Medical Center
Assurance (FWA):	FWA #00002988
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Children's Hospital of Colorado
Assurance (FWA):	FWA #00004730
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	The University of Colorado, Denver
Assurance (FWA):	FWA #00005070
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Nationwide Children's Hospital
Assurance (FWA):	FWA # 00002071
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Nemours Foundation
Assurance (FWA):	FWA # 00000293
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Seattle Children's Hospital
Assurance (FWA):	FWA # 00002443
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXECUTED BY AUTHORIZED INSTITUTIONAL OFFICAL

Name of Institution:	Washington University of St. Louis – St. Louis Children's Hospital
Assurance (FWA):	FWA # 00002284
Name of Institute Official:	
Signature:	
Date of Signature:	
Notes	

CORRESPONDENCE INFORMATION

To IRB:	
To Institutional Official:	

EXHIBIT A

Capitalized terms not defined above, have the following meaning:

Ceded Review: Where one or more IRB(s) transfer review authority and relies on another Participating Institution IRB that accepts IRB review.

Confidential Information: Non-public, confidential and/or proprietary information, which includes the scientific content of Research proposals, and information provided by Investigators about their potential conflicts of interest as it relates to their conflicts, and any management plans for the research considered under the master reliance agreements.

DHHS: U.S. Department of Health and Human Services

DSMB: Data Safety Monitoring Board

Exemption Determinations: Determinations when Research is exempt under DHHS regulations

FWA: Federalwide Assurance: An agreement between a research institution and OHRP, stipulating terms by which the institution will protect the safety, welfare and rights of research participants in accordance with federal regulation (45 CFR 46).

FDA: Federal Drug Administration: The federal agency that regulates food, drugs and cosmetics, including the process by which investigational drugs, devices and biologics are evaluated and approved for marketing.

FOIA: Freedom of Information Act that provides that any person has a right, enforceable in court, to obtain access to federal agency records, except to the extent that such records (or portions of them) are protected from public disclosure by one of nine exemptions or by one of three special law enforcement record exclusions.

HIPAA: Health Insurance Portability and Accountability Act of 1996 and its implementing regulations

IRB(s): Institutional Review Board(s)

NIH: National Institutes of Health

OHRP: Office for Human Research Protections

Overall PI: A principal investigator who initiates and assumes leadership and has ultimate responsibility for the conduct of and to ensure safety and data integrity for Research.

Participating Institution: An institution that is a signatory party to this Agreement.

Principal Investigators: Together the Overall PI and Site PI(s)

PHI: Protected Health Information as defined by HIPAA

Relying IRB: The Participating Institution IRB that transfers review authority to the Reviewing IRB.

Relying site: An Participating Institution utilizing this Agreement to cede IRB review to another Participating Institution.

Research: Human subject research governed by DHHS 45 CFR part 46 and FDA chapter 21 of the CFR, and FDA's human subject protection regulations are in parts 50, 56, 312 and 812.

Research Personnel: Physicians, research nurses, coordinators, data managers, or other members of the research team such as lab technicians, postdoctoral fellows, students, volunteers and/or others who have responsibility for the Research.

Reviewing IRB: The "IRB of record" for the ceded sites to which authority for review and oversight has been delegated by another Participating Institution.

Reviewing Site: The Participating Institution whose IRB has agreed to become the Reviewing IRB for another Participating Institution.

Site PI(s): A principal investigator(s) responsible for the conduct of the Research in their Relying site.

EXHIBIT B

Sample Joinder Agreement

Name: _____ FWA # _____

This Joiner Agreement, which is effective as of _____ (the "Effective Date") is intended to establish that _____ ("Joining Institution") has become a party to the Master Common Reciprocal Institutional Review Board Authorization Agreement, dated as of _____ (the "Reliance Agreement").

1. Definitions. Capitalized terms used but not defined herein shall have the meaning set forth in the Reliance Agreement.

2. Joinder; Binding Provisions of Reliance Agreement. Joining Institution hereby agrees to join the Reliance Agreement and become a Participating Institution. Joining Institution hereby accepts and agrees to be bound by the obligations and to enjoy the rights of Participating Institutions under all the terms and conditions of the Reliance Agreement.

3. Notices. All notices and other communications from any other Participating Institution made to Joining Institution concerning the Reliance Agreement shall be delivered as set forth in section 7 of the Reliance Agreement to the following addresses:

For Notice:

Name of IRB Contract
Title:
Institution:
Address:
Town, State, Zip Code:

Name of Institute Official:
Title:
Institution:
Address:
Town, State, Zip Code:

IN WITNESS WHEREOF, Participating Institution has executed this Joinder Agreement as of the Effective Date first above written.

[Institution Name here]

By: _____

Name:

Title: _____: