Memorandum of Understanding
Between the Human Research Protection Programs at
Cedars-Sinai Medical Center and
University of Southern California

Effective March 27, 2013 ("Effective Date")

1) Agreement

Cedars-Sinai Medical Center, a California nonprofit public benefit corporation ("Cedars-Sinai"), 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 MOU between the Institutions effective as of December 22, 2005 (as amended and restated pursuant to the MOU dated May 10, 2012 between the Institutions). This MOU allows the Institutional Review Board ("IRB") of one Institution ("Relying IRB") to rely on the IRB of the other Institution ("Reviewing IRB") for the review and continuing oversight of designated research studies. Cedars-Sinai and USC agree that they will make their respective IRBs available for such reviews on a case-by-case basis. IRB reviews are made in the interests of protecting human subjects. No compensation will be paid by either Institution for such reviews.

2) Description of the Intent to Rely on IRB Approval

Reliance on IRB approval hereunder may be requested: (a) in situations where one Institution's IRB has identified a potential institutional conflict of interest; (b) for collaborative research studies involving investigators at both Institutions; or (c) other research studies, to be determined on a case-by-case basis. The decision to allow one Institution's IRB to rely on the review completed by the other Institution's IRB shall be made in accordance with Section 8 hereof. As of the Effective Date, the Institutions anticipate that each Institution's IRB may review up to ten (10) studies to be performed at the other Institution per year.

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.

Cedars-Sinai and USC represent, each on its own behalf, that it has a valid and approved Federalwide Assurance ("FWA") 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 as an IRB of record in its FWA.

4) Definitions

a) 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, California law requires IRB approval for any research involving

any research using individually identifiable information from death data files held by the State Registrar, local registrars, and county recorders.

b) 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.
c) **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.

d) **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 Institutional Official to be a high-level official who has the authority to represent the Institution named in the FWA.

e) **Reportable Events** – Any events, including adverse events, 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) **Compliance with Federal and State Law**

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

7) **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 where 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 requirements defined by the Relying IRB.

8) **Determining the Reviewing IRB (IRB of Record)**

The Relying IRB may formally request that the Reviewing IRB accept responsibility for a research study in the following circumstances: (a) in situations where the Relying IRB has identified a potential institutional conflict of interest; (b) for collaborative research studies involving investigators at both Institutions; or (c) other research studies, to be determined on a case-by-case basis. Reliance on IRB approval will be allowed for research that is eligible for Expedited Review or research that requires Full Board Review. Reliance will not be sought for research that qualifies as exempt or has been deemed not to represent Human Subject Research subject to regulation under 45 CFR 46, FDA regulations, California laws, or other applicable laws and regulations.

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 9. 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.
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. Consideration shall also be given to avoiding duplicative reviews and to assuring that the Reviewing IRB has adequate expertise in the subject matter of the research. 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.

9) 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. The Reviewing IRB shall have the authority to suspend or terminate the research and shall notify the Relying IRB of any suspension or termination of research. The Reviewing IRB shall notify the Relying IRB of any 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) Approval Letter – The Reviewing IRB shall provide the IRB Approval Letter and the approved submission documents to the Relying IRB for the Relying IRB's review and reference. The Reviewing IRB shall also provide to the Relying IRB any continuing review approvals as well as any approvals of changes to a study that has been referred to the Reviewing IRB.

c) 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, as well as oversight actions. The Reviewing IRB shall make these records available to the Relying IRB upon request. 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.

10) Duties and Responsibilities of the Relying Institution

a) Compliance and Oversight – The Relying Institution shall monitor compliance with the terms and conditions of the Reviewing IRB's approval of research being conducted at the Relying Institution. The Relying Institution shall advise the Reviewing IRB of any Reportable Events of which it becomes aware including, but not limited to, violations of human research protection regulations. 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 Relying IRB shall inform the Reviewing IRB immediately, and shall provide any new information to the Reviewing IRB during the course of such an inquiry.

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.

11) Duties and Responsibilities of Both the Reviewing and the Relying IRB(s)
a) Local Institutional Review Boards – Both the Reviewing and Relying IRBs will ensure that all local Institutional Review Board reviews and approvals (including valid and active FWAs, if required) 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, HIPAA, 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 IRS 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, IRS 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 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 by all investigators and any Institution promptly to both the Reviewing and Relying IRB. The Reviewing and Relying IRBs will apply the coordinated process as described in Section 11.d to handle complaints.

d) Cooperation – The Reviewing and Relying IRBs shall cooperate fully with the reciprocal IRB concerning the operation of this MOU. Relevant documentation to support review, compliance and oversight by the respective IRBs will be made available to the reciprocal IRB upon request. Each IRB will make available records applicable to regulatory and accrediting agency activity if and when the reciprocal IRB requires such records. Each IRB shall retain such records for the period of time required by all relevant federal and state laws, statutes and regulations and such IRB’s Institutional policy.

e) Confidentiality – Each Institution is obligated to maintain the confidential or proprietary nature of review information; will hold such information in confidence and restrict access to those within the Institution on a need-to-know basis; and will advise IRB members and staff of this requirement.
f) 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 upon request.

g) Standard Operating Procedures – While operating under this Agreement, the Institutions agree to abide by the terms of the Standard Operating Procedures to be collaboratively developed by the Institutions. SOPs may be changed to reflect current practices and will not require revision of the MOU, unless the changes alter the terms of this Agreement.

12) Human Research Subject Injuries

Each Institution's Human Research Protections 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 at the site where the research occurred. 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.

13) Human Stem Cell Research Protocols

If any protocol that has been referred by the Relying IRB to the Reviewing IRB hereunder involves human stem cell research that is subject to oversight by a Stem Cell Research Oversight Committee, the Reviewing Institution's Stem Cell Research Oversight Committee shall perform any review and approval of such human stem cell research which is required by applicable California regulations. Cedars-Sinai and USC represent, each on its own behalf, that its Stem Cell Research Oversight Committee complies with the requirements of all California regulations applicable to the review and oversight of human stem cell research.

14) Conflicts of Interest

If the Relying Institution determines that a protocol has a potential institutional conflict of interest as well as an investigator conflict of interest, the Relying Institution will require its investigators to provide sufficient information to the Reviewing IRB (including completion of conflict of interest disclosure forms) to allow it to consider the applicable conflict of interest issues in addressing the relevant IRB approval criteria. For all these purposes, the term “investigators” shall include the principal investigator, co-investigators, and key research personnel. The Reviewing IRB will adhere to the confidentiality provisions set forth in Section 11(e) hereof to maintain the confidential nature of the conflict of interest information.

15) Indemnification

Each Institution shall defend, indemnify and hold the other's faculty, 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 or 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 JAMS or from any other 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 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 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 primary insured Institution.

17) Termination

The term of this MOU shall be for a period of two (2) years following the Effective Date. Thereafter, the Institutions shall have the right to extend the term pursuant to their mutual written agreement. Each Institution shall have the right to terminate this MOU at any time during the term hereof for any reason by giving at least ninety (90) days' advance notice in writing to the other Institution, provided that the Institutions shall, in any event of termination under this section, cooperate to ensure minimal adverse impact to Human Subject Research and protection of human research subjects.

18) Execution

The undersigned Institutional Officials of the Human Research Protection Programs at Cedars-Sinai Medical Center and the University of Southern California have read and agreed to all of the terms above.

19) Assignment

Neither Institution shall have the right to assign or transfer any right or obligation under this MOU to any third party, and such assignment is expressly prohibited.

20) Amendment

No provision of this MOU may be waived, changed, modified or amended except by the mutual written agreement of the Institutions.

CEDARS-SINAI MEDICAL CENTER

Institutional Official Signature Date

Mark Daniel /Zt

Name (print)

FWA00000468

Federalwide Assurance Number

Vice President, Research Administration

Institutional Title
UNIVERSITY OF SOUTHERN CALIFORNIA

FWA00005905 (LAC+USC Medical Center)
FWA00005906 (USC Health Sciences Campus),
FWA00007099 (USC University Park Campus)

Todd Dickey Senior Vice President, Administration
Name (print)
Institutional Title

Federalwide Assurance Number

Institutional Official Signature Date

3-14-13

Todd Dickey
Exhibit A

Federal Wide Assurances

[See attached.]
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I. Statement of Purpose

The standard operating procedures for ceded review between USC and CSMC are outlined below. These procedures describe conditions under which CSMC 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.

Reliance mechanism may be invoked in the following situations:

1. one institution holds a significant financial interest in the proposed research and cedes IRB review to the partner institution. All approval authority will be ceded to the IRB of Record.
2. collaborative research involves participation of investigators from both sites
3. 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:

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<td>Relying IRB Administrator</td>
<td>Administrative designee for an IRB relying on</td>
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III. Responsibilities of 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. The Reviewing IRB is responsible for creating and maintaining the shell submission in the online submission system of the Reviewing IRB.

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.

The Reviewing IRB shall provide the IRB Approval Letter and approved submission documents to the Relying IRB for the Relying IRB’s records.

The Reviewing IRB will keep records of all studies for which it provides review as outlined in the Memorandum of Understanding on file for this agreement.

IV. Responsibilities of Relying IRB

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

Submissions for continuing approval, modifications, safety and other reports, will be created in the online system of the Relying IRB and forwarded to the Reviewing IRB by the Relying IRB Administrator.

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

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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 and the provisions contained therein.

Relying IRB Administrator will ensure a HIPAA authorization/waiver and all required ancillary approvals are obtained prior to releasing the Acknowledgement of Reliance Notice allowing for the initiation of enrollment at the local site.

Relying IRB Administrator is responsible for providing Local Context input to the Reviewing IRB using the Local Context Checklist.

**Completing the Local Context Issues checklist**

The Relying IRB will be responsible for completing and forwarding the Local Context Issues checklist to the Reviewing IRB at the time the submission is referred for review. For collaborative research, review and acceptance of the Protocol Registration Notice (PRN) will be completed in addition to the Local Context Issues checklist. This review and documentation serve to represent that local context issues have been sufficiently addressed, and that the Relying IRB Administrator 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

**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 Reviewing IRB Administrator will forward the following approved documents to the Relying IRB (as well as to the Lead PI if the study takes place at both institutions):

1. IRB Approval Notice
2. IRB application, detailing the extent of involvement for each site (if collaborative)
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. Other documents may be requested by the Relying IRB as needed. These include meeting minutes and comments of the designated IRB reviewer if the protocol was approved via expedited review

Acknowledgement of Reliance by the Relying IRB

1. After final approval is granted by the Reviewing IRB, documentation of the intent to rely on the Reviewing IRB approval can be processed by the Relying IRB Administrator, in consultation with the IRB Chair or other Committee member as necessary.

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

The Lead Principal Investigator is responsible for submitting and receiving approval or acknowledgement for all post-approval activities: amendments, continuations, adverse events, other and closure reports. The Lead Principal Investigator will submit all post approval actions using his/her home institution online submission system and following the requirements of the local IRB. The Local IRB Administrator will forward the submission materials to the Reviewing IRB, as applicable.

For research conducted both at CSMC and USC (Collaborative Research), a revised PRN is required when there are changes to the role and responsibilities of the Relying Institution. Study updates to the PRN 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. RELYING PI
Prepares and submits a protocol to his/her home institution.

LEAD PI (Collaborative Studies)
For research to be conducted at both CSMC and USC the Lead PI identifies potential collaborator (Rellying PI) and discusses potential contributions.

Participation of Relying/Local PI is summarized via the completion of the Protocol Registration Notice (PRN). The PRN is uploaded with the submission.

Step 2. REPLYING IRB ADMINISTRATOR
- identifies the submission as eligible for reliance review
- conducts a preliminary review of all study materials using the Local Context Issues Checklist (local context review)
- confirms Reviewing IRB Administrator accepts the new protocol under reliance mechanism
- emails the Reviewing IRB Administrator the complete application and applicable supporting documents with a completed Local Context Issues Checklist

Step 3. REVIEWING IRB ADMINISTRATOR
- creates a shell submission in their online system with all supporting documents
- schedules submission for review

Step 4. REVIEWING IRB
- completes review (when applicable; considers and finalizes COI Management plan for items relevant to the reliance agreement)
- forwards requests for changes/clarifications to the Relying IRB Administrator

Step 5. REVIEWING IRB ADMINISTRATOR
- documents requested changes/clarifications (using online system at the reviewing institution)
- emails copy of correspondence to Relying IRB Administrator

Step 6. REPLYING IRB ADMINISTRATOR
- forwards requested changes to Relying PI (using online system at relying institution)
Step 7. **RELYING PI**
- responds to requested changes (in the online system at the Relying Institution)

Step 8. **RELYING IRB ADMINISTRATOR**
- emails PI response to **Reviewing IRB Administrator** after verifying all requested changes were addressed and identifying all changes logged to the submission.

Step 9. **REVIEWING IRB ADMINISTRATOR**
- receives and inputs updated application/requested changes, updated documents into the online system at the reviewing institution
- if necessary, repeats steps 5 - 8
- issues approval notice and approved study documents once required changes/clarifications are reviewed and accepted
- emails approval notice and approved study documents to **RELYING IRB ADMINISTRATOR**

Step 10. **RELYING IRB ADMINISTRATOR**
- uploads **Reviewing IRB** approval notice and documents in the home institution online system
- ensures HIPAA authorization/waiver is obtained
- documents that all required ancillary committee requirements at local site have been fulfilled (e.g., Cancer Center Protocol Review Committee, Institutional Biosafety Committee, Radiation Safety Committee, Human Stem Cells Oversight Committee, Conflict of Interest Committees, Privacy Board, and others).
- as necessary, corresponds with Reviewing IRB to obtain approval of any edits required by local ancillary committees (see Steps 8 and 9)
- issues and releases **Acknowledgement of Reliance Notice** in home institution online system, signaling that the study is now ready for activation.

Step 11. **RELYING IRB ADMINISTRATOR**
- emails **Reviewing IRB Administrator** copy of the **Acknowledgement of Reliance Notice**

Step 12. **RELYING PI**
- activates study. Subsequent submissions for continuing approval, modifications, safety and other reports, will be created in home institution online system and forwarded to the **Reviewing IRB** by the **Relying IRB Administrator**.