

# **Institutional Review Board Cooperative Agreement Between The Children’s Hospital of Philadelphia and The University of Pennsylvania**

## **TERMS OF AGREEMENT**

### **I. Purpose.**

The purpose of this Cooperative Agreement (the “Agreement”) between The Children’s Hospital of Philadelphia (“CHOP”) (FWA #00000459) and The University of Pennsylvania (“Penn”) (FWA #00004028) is to allow each party to rely on the other party’s Institutional Review Board (“IRB”) review. This Agreement also sets forth the respective authorities, roles, and responsibilities of each party when a reliance arrangement is determined to be acceptable.

### **II. Agreement Scope:**

Elective Use. Each institution may independently determine, on a case-by-case basis, whether to rely on the other party’s IRB review or whether it will perform its own IRB review.

Research Eligible for Reliance Review. Research conducted collaboratively at both institutions that requires IRB approval is eligible for reliance review under this Agreement. This Agreement does not apply if the research is:

- Exempt from IRB review as set forth in 45 C.F.R. § 46.101(b); or
- Not engaged in human subjects research as defined in Guidance on Engagement of Institutions in Human Subjects Research from the Office of Human Research Protections (“OHRP”) (October 16, 2008), which is attached hereto as **Exhibit 3**.

Non-Exclusivity. This Agreement does not preclude either party from participating in any other IRB authorization agreements with other entities.

### **III. Period of Agreement.**

This Agreement shall commence on December 5, 2016 (the “Effective Date”) and continue for five (5) years. This Agreement will automatically renew annually unless a party terminates as provided herein.

### **IV. Amendments and Termination.**

The parties may amend this Agreement in a writing signed by both parties.

Either party within its sole discretion may terminate the Agreement upon sixty (60) days’ written notice. In the event of termination, each party will continue its obligations as a Reviewing IRB for ongoing Research until such responsibility is transferred as agreed in writing by the parties.

### **V. Determination of Reviewing IRB, Process and Consideration.**

Request Process. A Penn or CHOP investigator may submit a study to a party’s IRB (the “Reviewing IRB”) and request oversight for research performed at such

investigator's institution. The Reviewing IRB will review the submitted protocol, following its written procedures, and determine if oversight for the other institution is within the scope of this Agreement and is acceptable to the Reviewing IRB. If acceptable, an authorized representative of the Reviewing IRB will sign the Penn-CHOP Determination Form, which is attached hereto as **Exhibit 1** and hereby incorporated by reference, for the specific study.

Review of Requests. After a Reviewing IRB has signed the Penn-CHOP Determination form as described above, the investigator seeking review will provide to the other IRB (the "Relying Institution") a copy of the protocol, applicable supporting documents (e.g., IRB approval letter(s), institution-specific consent form approved by the Reviewing IRB), and Penn-CHOP Determination Form. The Relying IRB will then determine whether or not to rely on the other institution's IRB for the applicable study and will document its decision on the Penn-CHOP Determination Form. Any study described in an appropriately executed Penn-CHOP Determination Form will be considered "Research" for purposes of this Agreement.

## **VI. Reviewing IRB Responsibilities.**

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

1. Maintain a Federalwide Assurance ("FWA") with OHRP and the registration of its IRB with OHRP and the Food and Drug Administration ("FDA").
2. Maintain IRB membership that satisfies the requirements of 45 C.F.R. Part 46 and 21 C.F.R. Part 56.
3. Make available to the Relying Institution, upon request, the Reviewing IRB's Standard Operating Procedures.
4. Perform initial reviews, continuing reviews, reviews of unanticipated problems involving risks to subjects or others, amendments, incidents of serious or continuing noncompliance, and reviews of any other documents as needed in accordance with applicable regulations.
5. Maintain and make accessible to the Relying Institution the Reviewing IRB's application, protocol reviews, letters to Principal Investigators ("PIs"), approvals and disapprovals, approved consents, and portions of the minutes of the Reviewing IRB meetings relevant to the research and the Relying Institution.
6. Provide the Relying Institution with approved consent form(s) incorporating the Relying Institution's requirements (e.g., HIPAA, payment for research related injury, and local contacts). Any additional modifications will be subject to approval by the Reviewing IRB, which will then provide a final approved consent form to the Relying Institution.
7. Perform those deliberations required by HIPAA including, but not limited to:

- a. Issuing a waiver or alteration of HIPAA requirements;
- b. Incorporating HIPAA authorization language provided by the Relying Institution into the site-specific approved consent form;
- c. In cases when Relying Institution's IRB has previously approved standard HIPAA authorization language, inserting that language into the applicable consent form.
- d. If a HIPAA authorization that satisfies the requirements of 45 CFR § 164.508 will be used by the study investigators, the reviewing IRB would not need to further review and approve that document. The Relying Institution would be able to implement that authorization per their local policy.

8. Receive and review all conflict of interest determinations including management plans, which may include appropriate redactions, made by the Relying Institution. The Reviewing IRB will ensure that any management plans are incorporated into its deliberations and that any mandated disclosures to subjects are included in the approved 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 Institution. If the Relying Institution is not willing to modify its management plan consistent with the Reviewing IRB's request, the Research will not be eligible for review under this Agreement. The Reviewing IRB will not disapprove prohibitions or management plans on the sole basis that they are more stringent or restrictive than what the Reviewing IRB would require. If the Reviewing IRB is unable to implement the Relying Institution's prohibitions or management plans, the research will not be eligible for review under this Agreement.

9. Notify the Relying Institution promptly if the Reviewing IRB's authorization to review studies is suspended or restricted, including but not limited to a suspension or restriction of the Reviewing IRB's FWA or Association for the Accreditation of Human Research Protection Programs ("AAHRPP") accreditation.

10. Notify the Relying Institution promptly of any Reviewing IRB policy decisions or regulatory matters that might affect the institution's reliance on the Reviewing IRB's reviews or performance of the Research at the Relying Institution.

11. Notify the Relying Institution 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 Institution if the Reviewing IRB determines that serious or continuing non-compliance has occurred in the Research at the Relying Institution, and describe 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 Institution. The Reviewing IRB may request that the Relying Institution conduct its own investigation and report back to the Reviewing IRB or the Reviewing IRB may conduct its own investigation, in cooperation with the Relying Institution.

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 Institution in advance. The Reviewing IRB will give the Relying Institution an opportunity to review and comment on the report before it is sent to OHRP, the FDA or others, provided that the Relying Institution promptly provides such comments. Nothing in this Agreement shall prevent a Relying Institution from making its own report or from taking additional remedial steps at its own institution. In limited situations, the use of a confidentiality agreement may be necessary and will be negotiated by the parties.

14. Notify the Relying Institution 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 involving risks to subjects or others. In limited situations, the use of a confidentiality agreement may be necessary and will be negotiated by the parties.

15. Maintain a human subjects research compliance or audit program that can conduct and report the results of “for cause” or random audits.

16. Notify the Relying Institution about the need for a Reviewing IRB quality assurance/quality initiative audit at the Relying Institution. The Reviewing IRB may ask the Relying Institution 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, National Institutes of Health, FDA, etc.), the Reviewing IRB will afford the Relying Institution an opportunity (five (5) business days) to comment on the draft report with appropriate consideration of confidentiality.

17. Accept assurances from the Relying Institutions that all PIs and research personnel for the ceded research have met appropriate training requirements.

## **VII. Relying Institution Responsibilities.**

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

1. Maintain an FWA with OHRP and the registration of its IRB with OHRP and the FDA.
2. Maintain IRB membership that satisfies the requirements of 45 C.F.R. Part 46 and 21 C.F.R. Part 56.
3. Maintain a human subjects protection program, as required by OHRP.

4. Identify and provide the name and contact information of a Relying Institution official who is responsible for, and has authority for, all communication regarding the research.
5. Provide the Relying Institution PI and/or other research personnel involved in the Research a specific contact at the Relying Institution to address any questions or concerns they may have.
6. Ensure that the PIs and other research personnel at the Relying Institution who are involved in the Research are appropriately qualified and meet the Relying Institution's standards for eligibility to conduct Research. This includes, but is not limited to, having the required professional staff appointments, licensure, credentialing, human subjects training required by the Relying Institution, insurance coverage, and background checks for their assigned role in the Research.
7. 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. The Relying Institution will provide applicable information to the Reviewing IRB as appropriate for consideration.
8. Perform local review by other local ancillary committee reviews (i.e., pharmacy, radiation safety, etc.) as applicable and required by Relying Institution's policies and provide applicable information to the Reviewing IRB as appropriate for consideration.
9. 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 communicate the requirements to the Reviewing IRB.
10. Ensure that the provisions of the grant or contract for Research (including federally and non-federally funded) are consistent with the approved research protocol and consent form (i.e., provisions in clinical trial agreements that address research-related injuries).
11. Promptly (generally, within two (2) business days) notify the Reviewing IRB after receiving notice that a Relying Institution's PI(s) or other research personnel involved in the research has been suspended or restricted, and/or after discovering 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 will be negotiated by the parties.
12. 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 Institution will provide a copy of the report of its findings to the Reviewing IRB. Nothing in this Agreement shall prevent the Relying Institution from conducting its own investigation or "for cause" or

random audit. However, any findings of fact made by a Relying Institution will be shared promptly with the Reviewing IRB to ensure the safe and appropriate performance of the Research at the Relying Institution. In limited situations, the use of a confidentiality agreement may be necessary and will be negotiated by the parties.

13. Ensure an institutional mechanism exists by which complaints about the Research can be made by local Research participants or others. The Relying Institution will promptly report such complaints to the Reviewing IRB if they meet the criteria of a potential unanticipated event that involves risk to subjects or others.

14. Maintain policies regarding the disclosure and management of conflicts of interest related to Research and share those policies with the Reviewing IRB, upon request. The Relying Institution will ensure that Relying Institution PIs and other research personnel involved in the Research disclose financial interests as required under the Relying Institution's policies. The Relying Institution will review n conflicts of interest and implement a management plan, if and as required under Relying Institution's policies. Such management plans will be provided to the Reviewing IRB for its review, and the Relying Institution will consider modifications recommended by the Reviewing IRB (as described in A.8 above). The Relying Institution will ensure compliance of all management plans related to the Research.

15. 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 (and, when applicable, the Relying Institution's standard injury compensation language for inclusion in the consent form). The current CHOP Consent Form Requirements for Multicenter Studies, which may be updated by CHOP from time to time, is attached hereto as **Exhibit 2**.

16. Ensure that Relying Institution PIs maintain all Research records and HIPAA authorizations in accordance with federal and state laws and regulations, as well as any institutional policies and obligations communicated in writing by the PI.

17. The Relying Institutions must:

- a. Accept the Reviewing IRB's determinations for waivers or alterations of HIPAA requirements.
- b. Provide the Relying Institution's IRB-approved standard 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.

18. The Relying Institution may, at any time, choose to change its decision to cede review for the research. In such cases the Reviewing IRB and Relying Institution 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.

**VIII. Contact Information.**

Any written submissions required under this Agreement shall be addressed and mailed to the addresses indicated below:

CHOP:

The Children’s Hospital of Philadelphia Institutional Review Board  
3535 Market Street, Suite 1200  
Philadelphia, PA 19104  
(215) 590-2830

Human Protections Administrator: Amy Schwarzhoff, MBA, CIP  
IRB Chair: Barbara Engel, MD, Ph.D.  
Institutional Official: Bryan Wolf, MD, Ph.D.

Penn:

The University of Pennsylvania Institutional Review Board  
3624 Market Street, Suite 301 South  
Philadelphia, PA 19104  
(215) 573-2540

Human Protections Administrator: Tracy Ziolk, MS, CIP  
IRB Chair: Anil Vachani, M.D.  
Institutional Official: Dawn Bonnell, Ph.D.

**IX. Compliance with Laws.**

Consistent with the terms of this Agreement, each party shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect and pertaining to the subject matter of this Agreement during the period of this Agreement including without limitation OHRP’s Terms of Assurance.

[Intentionally left blank. Signature page follows.]

In witness whereof, the parties have executed this Agreement as of the Effective Date written above.

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Signed for and on behalf of CHOP  
Bryan Wolf, M.D., Ph.D.  
Institutional Official  
Executive Vice President and Chief Scientific Officer

Date: \_\_\_\_\_

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Signed for and on behalf of Penn  
Tracy Ziolek, MS, CIP  
Executive Director, Human Research Protections Program (HRPP)

Date: \_\_\_\_\_



**Exhibit 1 – Penn-CHOP Determination Form**

[Intentionally left blank. See following pages.]

**Exhibit 2 – CHOP Consent Form Requirements for Multicenter Studies**

[Intentionally left blank. See following pages.]

**Exhibit 3 – OHRP Guidance - Engagement of Institutions in Human Subjects Research (2008)**

[Intentionally left blank. See following pages.]