

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

## **TERMS OF AGREEMENT**

### **I. Purpose.**

The purpose of this Cooperative Agreement (the “Agreement”) between The Children’s Hospital of Philadelphia (“CHOP”) (FWA #00000459) and Drexel University (“DU”) (FWA #00005197) 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 November 15, 2019 (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 DU 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 DU-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 DU-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 DU-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 DU-CHOP Determination Form. Any study described in an appropriately executed DU-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  
2716 South Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19146  
(215) 590-2830

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

DU:

Drexel University Institutional Review Board  
1505 Race Street  
Bellet Building 7<sup>th</sup> floor  
Philadelphia, Pa 19102

Human Protections Administrator: Gabrielle Rebillard, AS, BA, MS  
IRB Chair: Daniel Conway MD.  
Institutional Official: Kairi D. Williams, MBA

**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.

## **IX. Responsibility for Liabilities and Insurance**

1. Responsibility for Liabilities. Each party shall be responsible for any liability relating to any expense, claim, loss, damage or cost caused by their own negligence, gross negligence, or willful misconduct under this Agreement, except to the extent such liability is due to the negligence, willful misconduct or gross negligence of the other party
2. Insurance Certificates/Documentation. Reviewing IRB and Relying Institution shall both maintain insurance for their respective activities under this Agreement as follows:
  - a. Clinical Trials insurance to include errors and omissions, general liability and products/completed operations;
  - b. Workers' Compensation with statutory limits as required by law and Employers Liability; and
  - c. Network security and privacy liability.

Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Each party shall provide the other with certificates of insurance evidencing aforementioned insurance coverages upon request. Each party will endeavor to provide (30) days prior written notice to the certificate holder should any of the policies be cancelled prior to the expiration date.

[Intentionally left blank. Signature page follows.]



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



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

Date: November 15, 2019



Signed for and on behalf of DU  
Kairi Williams, MBA  
Institutional Official  
Associate Vice Provost for Research and Research Integrity Officer

Date: November 15, 2019

**Exhibit 1 – DU-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.]

IRB Authorization Agreement between CHOP & DU  
**Determination Form**

**Use this form when both CHOP and DU are engaged in the Research.**

Please reference OHRP's Guidance on "Engagement of Institutions in Research" at <http://www.hhs.gov/ohrp/humansubjects/assurance/engage.htm> to determine if both CHOP and DU are engaged in the research.

**Submit this form to the Institution requested to serve as the Reviewing IRB.**

Please note that IRB specific submission requirements still apply. If necessary, contact the respective IRB office for more information.

<b>Protocol Title:</b>	
<b>DU PI:</b>	<b>CHOP PI:</b>
<b>DU IRB #:</b>	<b>CHOP IRB #:</b>
<b>Reviewing IRB:</b> <input type="checkbox"/> Drexel University IRB <input type="checkbox"/> Children's Hospital of Philadelphia IRB	<b>Relying Institution:</b> <input type="checkbox"/> Drexel University <input type="checkbox"/> Children's Hospital of Philadelphia IRB
Provide a summary of the research activities that will be conducted at each Institution and the rationale for the choice of Reviewing IRB.	

By signing this agreement, both institutions have agreed to uphold their individual responsibilities as listed on page 2 of this document. The Reviewing IRB will follow written procedures for reporting its findings and actions to appropriate officials at the relying institution. The relying institution remains responsible for ensuring compliance with the determinations of the Reviewing IRB and with the Terms of its OHRP-approved FWA. This document must be kept on file by both parties and provided to OHRP upon request.

Signature of PI from Institution serving as Reviewing IRB:	Date:
Signature CHOP IRB Chair or designee:	Date:
Signature DU IRB Chair or designee:	Date:

## Division of Responsibilities

### The responsibilities of the Reviewing IRB are to:

- 1) *Maintain an FWA with OHRP and the registration of its IRBs with both OHRP and the FDA;*
- 2) Maintain a board membership that satisfies the requirements of 45 CFR 46, 21 CFR 56 and provide special expertise as needed from board members or consultants to adequately assess all aspects of the study;
- 3) Make available to the relying institution upon request, the IRB Standard Operating Procedures;
- 4) Perform initial reviews, continuing reviews, reviews of submitted unanticipated problems, reviews of protocol amendments, reviews of DSMB reports, reviews of single-subject exception requests, and reviews of any other documents submitted by the Principal Investigator of the research study subject to this agreement;
- 5) Maintain and make accessible to the relying IRB the application, protocol reviews, letters to Principal Investigators, approvals and disapprovals, and minutes of the IRB meetings relevant to the protocol;
- 6) Notify the relying institution immediately in the event of a suspension or restriction of the Reviewing IRB's authorization to review studies; and
- 7) Notify the local institution of any IRB policy decisions or regulatory matters that might affect the institution's reliance on IRB reviews or performance of the research at the relying institution.

### The responsibilities of the relying institution are to:

- 1) *Maintain a Federal Wide Assurance (FWA).*
- 2) Maintain a human subjects protection program, as required by the DHHS OHRP;
- 3) Provide the Reviewing IRB with the current the names and addresses of a local contact person who has the authority to communicate for the IRB at the relying institution (e.g., the local IRB administrator);
- 4) Notify the Reviewing IRB immediately if there is ever a suspension or restriction of the local IRB's authorization to review studies;
- 5) Ensure that the investigators and other staff at the relying institution who are conducting the research are appropriately qualified and meet the institution's standards for eligibility to conduct research;
- 6) Forward any Conflict of Interest management plans to the Reviewing IRB;
- 7) Notify the Reviewing IRB immediately if there is a suspension or restriction of the investigator at the relying institution;
- 8) Ensure the safe and appropriate performance of the research at the relying institution. This includes, but is not limited to: monitoring study compliance; reviewing major protocol violations, and any unanticipated problems involving risk to subjects and others that occur at the institution; ensuring a mechanism exists by which complaints about the research can be made by local study participants or others.  
  
Any actions taken as a result of problems that are identified in these areas should be shared with the Principal Investigator at each institution and Reviewing IRB;
- 9) Require the PI at the relying institution to maintain appropriate copies of all approvals, and other correspondence documenting the review and approval of the research as required by the regulations;
- 10) Maintain compliance with any additional state, local, or institutional requirements related to the protection of human subjects.

---

**Consent Form Requirements for Multicenter studies when CHOP Relies on an external IRB**

When the CHOP relies on an external IRB, that IRB (Reviewing IRB) is responsible for the review and approval the overall protocol, as well as the consent form. The CHOP IRB will not provide oversight for the research.

The investigator must ensure that the Reviewing IRB approves a consent document that complies with CHOP's requirements.

Note: Even though CHOP's IRB will not provide oversight, the investigator must submit the study in eIRB to endorse the use of the Reviewing IRB.

---

**1. The consent form must identify CHOP as a site of the research**

Use of the CHOP logo is optional and not required. However, CHOP must be identified on the site where the research is taking place.



**Informed Consent Form and HIPAA Authorization**

**2. The emergency contact information (when applicable) must list a CHOP investigator**

**Principal Investigator:** Name Telephone: (xxx)-xxx-xxxx

**Emergency Contact:** Name Telephone: (xxx)-xxx-xxxx  
(only required for studies that [must be a phone number  
are greater than minimal risk) accessible 24 hours (i.e. pager,  
cell) and answered by  
someone knowledgeable about  
the study]

After hours please call the CHOP Operator at 215-590-1000  
and ask them to page the XXXXX resident/fellow on call.

### 3. HIPAA language must identify CHOP as one of the organizations/institutions that will have access to the subject's PHI

1. The Reviewing IRB's standard HIPAA language may be used provided that CHOP is listed as one of the organizations that will have access to the subject's PHI.
2. Alternatively, CHOP's standard HIPAA language may be substituted (below).

#### What about privacy, authorization for use of Personal Health Information (PHI) and confidentiality?

As part of this research, health information about you will be collected. This will include information from (include all that apply) **medical records, procedures, interviews and tests, etc.**.. Laboratory test results will appear in your medical record with the **exception of (list any exceptions, e.g. genetic tests, non-CLIA approved test results, confidential data which must be protected) which are performed only for this research study.** We will do our best to keep your personal information private and confidential. However, we cannot guarantee absolute confidentiality. Your personal information may be disclosed if required by law.

The results of this study may be shown at meetings and published in journals to inform other doctors and health professionals. We will keep your identity private in any publication or presentation.

Several people and organizations may review or receive your identifiable information. They will need this information to conduct the research, to assure the quality of the data, or to analyze the data or samples. These groups include:

- Members of the research team and other authorized staff at CHOP;
- People from agencies and organizations that perform independent accreditation and/or oversight of research; such as the Department of Health and Human Services, Office for Human Research Protections.

**Include the following ONLY if applicable**

- Representatives of XXXX who is the study sponsor funding this research.
- XXXX, who is testing your **blood/urine/tissue** sample(s). **List lab names who receive identifiable specimens.**
- The Data Coordinating Center at XXXX (**multi-center research studies**)
- Groups monitoring the safety of this study (**e.g. DSMB**)
- The National Institutes of Health (**or other funding agencies**) who is sponsoring this research;
- The Food and Drug Administration (**if applicable**)
- Your samples/data will be shared with outside laboratories including XXXX, YYYY and ZZZZ, who will analyze (**and store, if applicable**) your samples. Your samples/data will be labeled with a XXXX (**include whatever is appropriate e.g. study number, date when they were obtained, your initials**).



The outside laboratories will not know who you are. Private information such as your name, birth date or medical record number will not be shared with them. (if applicable)

- Public health authorities that are required by law to receive information for the prevention or control of disease, injury or disability. (if applicable: sexually transmitted diseases, HIV, AIDS, child abuse, etc. )

By law, CHOP is required to protect your health information. The research staff will only allow access to your health information to the groups listed above. By signing this document, you are authorizing CHOP to use and/or release your health information for this research. Some of the organizations listed above may not be required to protect your information under Federal privacy laws. If permitted by law, they may be allowed to share it with others without your permission.

**CHOOSE one of the first 2 sentences, whichever applies.** There is no set time for destroying the information that will be collected for this study. **OR** The identifiable information from this study will be destroyed XXXX years after the study is completed. Your permission to use and share the information and data from this study will continue until the research study ends and will not expire. Researchers continue to analyze data for many years and it is not possible to know when they will be completely done.

**4. The name and address of the CHOP investigator for withdrawal of permission for HIPAA authorization in writing**

Dr. XXXXXX  
The Children's Hospital of Philadelphia  
Division/Department  
34th Street and Civic Center Blvd.  
Philadelphia, PA 19104

**5. The Contact Information for Questions must include the number for the Office of Research Compliance and Regulatory Affairs at CHOP (not the IRB).**

If you are a CHOP patient/subject and have questions about your rights or if you have a complaint, you can call the **CHOP Office of Research Compliance at 215-590-2830.**

## 6. Injury Compensation Language must comply with CHOP standards

CHOP Standard injury compensation language is included below. It is the investigators' responsibility to ensure that the injury compensation language adheres to the terms of the contract.

### Wording for non-industry-funded studies

If you are hurt or get sick from something that was done as part of this study, doctors at the clinic or hospital can arrange for emergency medical care. The Hospital does not offer financial compensation or payment for injuries due to participation in this research.

You and your insurance company will be billed for the costs of any care or injuries.

If you think you have been injured from taking part in this study, call Dr. XXXX at (xxx)-xxx-xxxx. He/she can go over things with you, let you know of resources that may be available and give you information on what you need to do.

In case of injury resulting from this study, you will not lose any legal rights by signing this form.

### Wording for industry-funded studies

Do not modify the language below without first obtaining permission from the Contracts group in the CRSO.

<https://intranet.research.chop.edu/display/deptcrso/Industry+Clinical+Trial+Agreements>

If you are hurt or get sick from something that was done as part of this study, doctors at the clinic or hospital can arrange for emergency care. Treatment may be billed to you or your insurer. If your injury is caused by a research procedure or the experimental drug/device/intervention, SPONSOR may pay for treating the injury. This does not mean that a mistake happened.

The Hospital does not offer financial compensation or payment if you are injured as a result of participating in this research.

If you think you have been injured from taking part in this study, call Dr. XXXX at (xxx)-xxx-xxxx. He/she can go over things with you, let you know of resources that may be available and give you information on what you need to do.

In case of injury resulting from this study, you will not lose any legal rights by signing this form.

**7. The signature page must make clear that the subject is agreeing to allow CHOP use and share health information (and not just the Reviewing IRB's institution.)**

The consent form language used by the Reviewing IRB may be substituted for the sample language below as long as CHOP is explicitly listed. CHOP sample language:

By signing this form, you are indicating that you have had your questions answered, you agree to take part in this research study and you are legally authorized to consent to your child's participation. **You are also agreeing to let CHOP use and share your child's health information as explained above.** If you don't agree to the collection, use and sharing of your child's health information, your child cannot participate in this study. **NOTE: A foster parent is not legally authorized to consent for a foster child's participation.**

**8. Assent must be documented as required by the Reviewing IRB.**

## Engagement of Institutions in Human Subjects Research (2008)

**NOTE: This guidance document replaces two previous OHRP guidance documents: (1) “Engagement of Institutions in Research” (January 26, 1999); and (2) “Engagement of Pharmaceutical Companies in HHS-Supported Research (PDF)” (December 23, 1999).**

This guidance represents OHRP’s current thinking on this topic and should be viewed as recommendations unless specific regulatory requirements are cited. The use of the word *must* in OHRP guidance means that something is required under HHS regulations at 45 CFR part 46. The use of the word *should* in OHRP guidance means that something is recommended or suggested, but not required. An institution may use an alternative approach if the approach satisfies the requirements of the HHS regulations at 45 CFR part 46. OHRP is available to discuss alternative approaches at 240-453-6900 or 866-447-4777.

**Date: October 16, 2008**

**Scope:** This guidance document applies to research involving human subjects that is conducted or supported by the Department of Health and Human Services (HHS). When an institution is *engaged* in non-exempt human subjects research that is conducted or supported by HHS, it must satisfy HHS regulatory requirements related to holding an assurance of compliance and certifying institutional review board (IRB) review and approval. This guidance document describes:

- . scenarios that, in general, would result in an institution being considered engaged in a human subjects research project;
- !. scenarios that would result in an institution being considered not engaged in a human subjects research project; and
- }. IRB review considerations for cooperative research in which multiple institutions are engaged in the same non-exempt human subjects research project.

The scenarios below of situations where an institution is generally considered to be *engaged* or *not engaged* in human subjects research conducted or supported by HHS apply to all types of institutions, including academic or other non-profit organizations, institutions operating commercial repositories, and pharmaceutical or medical device companies.

**Target Audience:** IRBs, research administrators and other relevant institutional officials, investigators, and funding agencies that may be responsible for review or oversight of human subjects research conducted or supported by HHS.

## I. Background

Before engaging in HHS-conducted or -supported human subjects research that is not exempt under HHS regulations at 45 CFR 46.101(b), an institution must:

- . hold or obtain an OHRP-approved Federalwide Assurance (FWA) [45 CFR 46.103(a)]; and,
- !. certify to the HHS agency conducting or supporting the research that the research has been reviewed and approved by an IRB designated in the FWA and will be subject to continuing review by an IRB [45 CFR 46.103(b)].

Note that the IRBs designated under an FWA may include IRBs of other institutions or independent IRBs. For more information on FWAs and how to designate an IRB of another institution on an FWA, see the following:

- o [OHRP Assurances Webpage](#)
- o [OHRP FWA Frequently Asked Questions](#)
- o [OHRP Guidance on Extension of an FWA to Cover Collaborating Individual Investigators and Introduction of the Individual Investigator Agreement](#) , and
- o [OHRP IRB Registration Frequently Asked Questions](#)

The following definitions are relevant for determining whether an institution's activities are covered by the HHS protection of human subjects regulations (45 CFR part 46), and whether the institution is engaged in human subjects research.

*Research* is defined in 45 CFR 46.102(d) as follows:

*Research* means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

*Human subject* is defined in 45 CFR 46.102(f) as follows:

*Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains

- . (1) data through intervention or interaction with the individual, or
- !. identifiable private information.

*Intervention* includes both physical procedures by which data are gathered (for example, venipuncture) and manipulations of the subject or the subject's environment that are performed for research purposes. Interaction includes communication or interpersonal contact between investigator and subject. *Private information* includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and which the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (i.e., the identity of the subject is or may readily be ascertained by the investigator or associated with the information) in order for obtaining the information to constitute research involving human subjects.

*Institution* is defined in 45 CFR 46.102(b) as any public or private entity or agency (including federal, state, and other agencies).

For purposes of this document, an institution's *employees or agents* refers to individuals who: (1) act on behalf of the institution; (2) exercise institutional authority or responsibility; or (3) perform institutionally designated activities. "Employees and agents" can include staff, students, contractors, and volunteers, among others, regardless of whether the individual is receiving compensation.

## II. When to Use This Guidance

This guidance should only be applied to activities that have been determined to be research involving human subjects that are not exempt under HHS regulations at 45 CFR 46.101(b). The following guidance documents available on the OHRP website may be helpful in determining whether research involves human subjects and also whether it is exempt: [OHRP Human Subject Regulations Decision Charts](#) (see [OHRP Guidance on Research Involving Coded Private Information or Biological Specimens](#)).

Once an activity is determined to involve non-exempt human subjects research, this guidance should be used to determine whether an *institution* involved in some aspect of the research is *engaged* in that human subjects research, because if it is, certain regulatory requirements apply. Specifically, institutions that are engaged in non-exempt human subjects research are required by 45 CFR part 46 to:

- . hold or obtain an applicable OHRP-approved FWA [45 CFR 46.103(a)]; and

1. certify to the HHS agency conducting or supporting the research that the research has been reviewed and approved by an IRB designated in the FWA, and will be subject to continuing review by an IRB [45 CFR 46.103(b)].

OHRP recognizes that many institutions and individuals (e.g., the principal investigator, statistical centers, community physicians, educators, data repositories) may work together on various aspects of a human subjects research project. However, not all participating institutions and individuals need to be covered by an FWA or certify IRB review and approval of the research to the HHS agency conducting or supporting the research. This guidance aims to assist institutions in determining whether they must meet those requirements, that is, whether they are *engaged* in activities covered by the regulations.

### III. Interpretation of Engagement of Institutions in Human Subjects Research

In general, an institution is considered *engaged* in a particular non-exempt human subjects research project when its employees or agents for the purposes of the research project obtain: (1) data about the subjects of the research through intervention or interaction with them; (2) identifiable private information about the subjects of the research; or (3) the informed consent of human subjects for the research. The following two sections apply these concepts.

The scenarios in Section A describe the types of institutional involvement that generally would result in an institution being engaged in human subjects research. The scenarios in Section B include the types of institutional involvement that would result in an institution being **not** engaged in human subjects research, but these scenarios are not intended to be all-inclusive. There may be additional scenarios in which an institution would be **not** engaged in human subjects research. The determination of engagement depends on the specific facts of a research study and may be complex.

In applying this guidance, it is important to note that at least one institution must be determined to be engaged in any non-exempt human subjects research project that is conducted or supported by HHS (45 CFR 46.101(a)).

In the scenarios below, employees and agents are individuals acting on behalf of the institution, exercising institutional authority or responsibility, or performing institutionally designated activities.

#### A. Institutions Engaged in Human Subjects Research

In general, institutions are considered *engaged* in an HHS-conducted or -supported non-exempt human subjects research project (and, therefore, would need to hold or obtain OHRP-approved FWAs and certify IRB review and approval to HHS) when the involvement of their employees or agents in that project

includes any of the following:

- . Institutions that receive an award through a grant, contract, or cooperative agreement directly from HHS for the non-exempt human subjects research (i.e. awardee institutions), even where all activities involving human subjects are carried out by employees or agents of another institution.
- !. Institutions whose employees or agents intervene for research purposes with any human subjects of the research by performing invasive or noninvasive procedures.

Examples of invasive or noninvasive procedures include drawing blood; collecting buccal mucosa cells using a cotton swab; administering individual or group counseling or psychotherapy; administering drugs or other treatments; surgically implanting medical devices; utilizing physical sensors; and utilizing other measurement procedures.

[See scenarios B.(1), B.(2), and B.(3) below for limited exceptions.]

- }. Institutions whose employees or agents intervene for research purposes with any human subject of the research by manipulating the environment.

Examples of manipulating the environment include controlling environmental light, sound, or temperature; presenting sensory stimuli; and orchestrating environmental events or social interactions.

[See scenarios B.(1) and B.(3) below for limited exceptions.]

- l. Institutions whose employees or agents interact for research purposes with any human subject of the research.

Examples of interacting include engaging in protocol dictated communication or interpersonal contact; asking someone to provide a specimen by voiding or spitting into a specimen container; and conducting research interviews or administering questionnaires.

[See scenarios B.(1), B.(2), B.(3), and B.(4) below for limited exceptions.]

- i. Institutions whose employees or agents obtain the informed consent of human subjects for the research.
- j. Institutions whose employees or agents **obtain** for research purposes identifiable private information or identifiable biological specimens **from any source** for the research. It is important to note that, in general, institutions whose employees or agents obtain identifiable private information or identifiable



specimens for non-exempt human subjects research are considered engaged in the research, even if the institution's employees or agents do not directly interact or intervene with human subjects. In general, obtaining identifiable private information or identifiable specimens includes, but is not limited to:

- a. observing or recording private behavior;
- b. using, studying, or analyzing for research purposes identifiable private information or identifiable specimens provided by another institution; and
- c. using, studying, or analyzing for research purposes identifiable private information or identifiable specimens already in the possession of the investigators.

In general, OHRP considers private information or specimens to be individually identifiable as defined in 45 CFR 46.102(f) when they can be linked to specific individuals by the investigator(s) either directly or indirectly through coding systems.

[See scenarios B.(1), B.(2), B.(3), B.(7), B.(8), B.(9), and B.(10) below for limited exceptions.]

## **B. Institutions Not Engaged in Human Subjects Research**

Institutions would be considered **not** engaged in an HHS-conducted or -supported non-exempt human subjects research project (and, therefore, would not need to hold an OHRP-approved FWA or certify IRB review and approval to HHS) if the involvement of their employees or agents in that project is **limited to one or more** of the following. The following are scenarios describing the types of institutional involvement that would make an institution **not** engaged in human subjects research; there may be additional such scenarios:

- . Institutions whose employees or agents perform commercial or other services for investigators provided that **all** of the following conditions also are met:
  - a. the services performed do not merit professional recognition or publication privileges;
  - b. the services performed are typically performed by those institutions for non-research purposes; and
  - c. the institution's employees or agents do not administer any study intervention being tested or evaluated under the protocol.

The following are some examples, assuming the services described would not merit professional recognition or publication privileges:

recognition of publication privileges.

- an appropriately qualified laboratory whose employees perform routine serum chemistry analyses of blood samples for investigators as a commercial service.
  - a transcription company whose employees transcribes research study interviews as a commercial service.
  - a hospital whose employees obtain blood through a blood draw or collect urine and provide such specimens to investigators as a service.
  - a radiology clinic whose employees perform chest x-rays and send the results to investigators as a service.
2. Institutions (including private practices) not selected as a research site whose employees or agents provide clinical trial-related medical services that are dictated by the protocol and would typically be performed as part of routine clinical monitoring and/or follow-up of subjects enrolled at a study site by clinical trial investigators (e.g., medical history, physical examination, assessment of adverse events, blood test, chest X-ray, or CT scan) provided that **all** of the following conditions also are met:
- a. the institution's employees or agents **do not** administer the study interventions being tested or evaluated under the protocol;
  - b. the clinical trial-related medical services are typically provided by the institution for clinical purposes;
  - c. the institution's employees or agents do not enroll subjects or obtain the informed consent of any subject for participation in the research; and
  - d. when appropriate, investigators from an institution engaged in the research retain responsibility for:
    - i. overseeing protocol-related activities; and
    - ii. ensuring appropriate arrangements are made for reporting protocol-related data to investigators at an engaged institution, including the reporting of safety monitoring data and adverse events as required under the IRB-approved protocol.

Note that institutions (including private practices) not initially selected as research sites whose employees or agents administer the interventions being tested or evaluated in the study—such as administering either of two chemotherapy regimens as part of an oncology clinical trial evaluating the safety and effectiveness of the two regimens—generally would be engaged in human subjects research (see scenario B.(3) below for a limited exception). If such an institution does not have an FWA, its

employees or agents may be covered by the FWA of another institution that is engaged in the research through an Individual Investigator Agreement. See <http://www.hhs.gov/ohrp/regulations-and-policy/guidance/extension-of-institutional-fwa-via-individual-investigator-agreement/index.html>.

- i. Institutions (including private practices) not initially selected as a research site whose employees or agents administer the study interventions being tested or evaluated under the protocol limited to a one-time or short-term basis (e.g., an oncologist at the institution administers chemotherapy to a research subject as part of a clinical trial because the subject unexpectedly goes out of town, or is unexpectedly hospitalized), provided that **all** of the following conditions also are met:
  - a. an investigator from an institution engaged in the research determines that it would be in the subject's best interest to receive the study interventions being tested or evaluated under the protocol;
  - b. the institution's employees or agents do not enroll subjects or obtain the informed consent of any subject for participation in the research;
  - c. investigators from the institution engaged in the research retain responsibility for:
    - i. overseeing protocol-related activities;
    - ii. ensuring the study interventions are administered in accordance with the IRB-approved protocol; and
    - iii. ensuring appropriate arrangements are made for reporting protocol-related data to investigators at the engaged institution, including the reporting of safety monitoring data and adverse events as required under the IRB-approved protocol; **and**
  - d. an IRB designated on the engaged institution's FWA is informed that study interventions being tested or evaluated under the protocol have been administered at an institution **not** selected as a research site.
- f. Institutions whose employees or agents:
  - a. inform prospective subjects about the availability of the research;
  - b. provide prospective subjects with information about the research (which may include a copy of the relevant informed consent document and other IRB approved materials) but do not obtain subjects' consent for the research or act as representatives of the investigators;
  - c. provide prospective subjects with information about contacting investigators for information or enrollment; and/or

**ENGAGEMENT, AND/OR:**

- d. seek or obtain the prospective subjects' permission for investigators to contact them.

An example of this would be a clinician who provides patients with literature about a research study at another institution, including a copy of the informed consent document, and obtains permission from the patient to provide the patient's name and telephone number to investigators.

- i. Institutions (e.g., schools, nursing homes, businesses) that permit use of their facilities for intervention or interaction with subjects by investigators from another institution.

Examples would be a school that permits investigators from another institution to conduct or distribute a research survey in the classroom; or a business that permits investigators from another institution to recruit research subjects or to draw a blood sample at the work site for research purposes.

- i. Institutions whose employees or agents **release** to investigators at another institution identifiable private information or identifiable biological specimens pertaining to the subjects of the research.

Note that in some cases the institution releasing identifiable private information or identifiable biological specimens may have institutional requirements that would need to be satisfied before the information or specimens may be released, and/or may need to comply with other applicable regulations or laws. In addition, if the identifiable private information or identifiable biological specimens to be released were collected for another research study covered by 45 CFR part 46, then the institution releasing such information or specimens should:

- a. ensure that the release would not violate the informed consent provided by the subjects to whom the information or biological specimens pertain (under 45 CFR 46.116), or
- b. if informed consent was waived by the IRB, ensure that the release would be consistent with the IRB's determinations that permitted a waiver of informed consent under 45 CFR 46.116 (c) or (d).

Examples of institutions that might release identifiable private information or identifiable biological specimens to investigators at another institution include:

- a. schools that release identifiable student test scores;
- b. an HHS agency that releases identifiable records about its beneficiaries; and
- c. medical centers that release identifiable human biological specimens.

Note that, in general, the institutions whose employees or agents **obtain** the identifiable private information or identifiable biological specimens from the releasing institution would be engaged in human subjects research. [See scenario A.(6) above.]

7. Institutions whose employees or agents:

- a. obtain coded private information or human biological specimens from another institution involved in the research that retains a link to individually identifying information (such as name or social security number); and
- b. are **unable** to readily ascertain the identity of the subjects to whom the coded information or specimens pertain because, for example:
  - the institution's employees or agents and the holder of the key enter into an agreement prohibiting the release of the key to the those employees or agents under any circumstances;
  - the releasing institution has IRB-approved written policies and operating procedures applicable to the research project that prohibit the release of the key to the institution's employees or agents under any circumstances; or
  - there are other legal requirements prohibiting the release of the key to the institution's employees or agents.

For purposes of this document, *coded* means that:

- a. identifying information (such as name or social security number) that would enable the investigator to readily ascertain the identity of the individual to whom the private information or specimens pertain has been replaced with a number, letter, symbol, and/or combination thereof (i.e., the code); and
- b. a key to decipher the code exists, enabling linkage of the identifying information to the private information or specimens.

Although this scenario resembles some of the language in OHRP's Guidance on Research Involving Coded Private Information or Biological Specimens, it is important to note that OHRP's [Guidance on Research Involving Coded Private Information or Biological Specimens](#) addresses when research

involving coded private information or specimens is or is not research involving *human subjects*, as defined in 45 CFR 46.102(f). As stated above in Section II., this Guidance on Engagement of Institutions in Human Subjects Research should only be applied to research projects that have been determined to involve human subjects and that are not exempt under HHS regulations at 45 CFR 46.101(b).

- k. Institutions whose employees or agents access or utilize individually identifiable private information **only** while visiting an institution that is engaged in the research, provided their research activities are overseen by the IRB of the institution that is engaged in the research.
- l. Institutions whose employees or agents access or review identifiable private information for purposes of study auditing (e.g. a government agency or private company will have access to individually identifiable study data for auditing purposes).
- m. Institutions whose employees or agents receive identifiable private information for purposes of satisfying U.S. Food and Drug Administration reporting requirements.
- n. Institutions whose employees or agents author a paper, journal article, or presentation describing a human subjects research study.

#### IV. IRB Review Considerations for Cooperative Research

OHRP notes that multiple institutions may be engaged in the same non-exempt human subjects research project. For such cooperative research projects, institutions may enter into joint review arrangements, rely upon the review of another qualified IRB, or make similar arrangements to avoid duplication of effort, in accordance with HHS regulations at 45 CFR 46.114.

When an institution is engaged in only part of a cooperative research project along the lines of scenarios A.(2), A.(3), A.(4), A.(5), or A.(6), the institution must ensure that the IRB(s) designated under its FWA reviews and approves the part(s) of the research in which the institution is engaged. For example, an institution operating the statistical center for a multicenter trial that receives identifiable private information from multiple other institutions must ensure that an IRB designated under its FWA reviews and approves the research activities related to the receipt and processing of the identifiable private information by the statistical center. In such a case, the IRB should ensure that the statistical center has sufficient mechanisms in place to adequately protect the privacy of subjects and maintain the confidentiality of the data. When an institution is engaged in only part of a cooperative research project, the reviewing IRB may decide to review the entire research study, even if information about the entire study is not necessary to approve the institution's part of the research under 45 CFR 46.111.

If you have specific questions about how to apply this guidance, please contact OHRP by phone at (866)

447-4777 (toll-free within the U.S.) or (240) 453-6900, or by e-mail at [ohrp@hhs.gov](mailto:ohrp@hhs.gov).

---

Content created by Office for Human Research Protections

Content last reviewed on March 7, 2016