

Department of Veterans Affairs

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

This cover page identifies the Parties to this Agreement as follows:

The U.S. Department of Veterans Affairs, a Federal government agency, as represented by

The Chief Veterinary Medical Officer, Dr. Michael Fallon

hereinafter referred to as “**VA**” or “**Government**”

and

Homes for Animal Heroes,

hereinafter referred to as “**HAH**”,

having offices at Homes for Animal Heroes, c/o National Animal Interest Alliance, 111 SW 5th Avenue,
Suite 2660, Portland OR 97204,

created and operating under the laws of Oregon, USA.

The title of the project to which this CRADA pertains is:

**Collaboration of VA with Homes for Animal Heroes
To Facilitate Private Adoption of Animals Retired from Research**

**VA Principal Investigator: Dr. Michael T. Fallon
HAH Project Contact: Ms. Patti Strand**

Article 1. Purpose

It is the position of the U.S. Department of Veterans Affairs (VA) that, whenever possible, animals retired from participating in approved VA research protocols are to be placed as pets in suitable private homes. The mission of Homes for Animal Heroes (HAH), a program of a 501(c)3 organization, is to “Provide permanent, loving homes for retired research animals through a nationwide rehoming network” and to “Work collaboratively with the research community to promote awareness and develop a cohesive rehoming network.” In recognition of the complexity of arranging suitable adoptions, the value to VA of the resources available through HAH, and the value to HAH of collaborating with VA in this effort, VA and HAH, collectively referred to as the “Parties,” enter into this Cooperative Research and Development Agreement (CRADA or Agreement) under the authority of the Federal Technology Transfer Act of 1986, 15 U.S.C. § 3710a. This Agreement will be effective on the date of the last signature of the Parties.

Article 2. Definitions

The terms listed in this Article shall carry the meanings indicated, throughout the Agreement. Terms defined in applicable statutes or regulations, but not defined in this Agreement, shall carry the meaning of the statutory or regulatory definition.

“**Adopt or Adoption**” means to transfer permanently the ownership of, and responsibility for, an animal to a private citizen for purposes of being a pet.

“**Adopter**” means the private citizen who Adopts a retired VA research animal.

“**Eligible for Adoption**” means that an animal is healthy and socially adjusted, and can be reasonably expected to participate successfully in a suitable Adoption.

“**Retired VA Research Animal**” means any animal that is part of a VA animal research program, housed on VA property, or purchased with VA funds, and is no longer needed for any VA animal research protocol.

“**Suitable Adoption**” means an Adoption that promotes the safety and well-being of both the animal and the Adopter.

Article 3. Cooperative Research and Development

3.1 VA hereby agrees to:

- 3.1.1 Secure the approval of the VA General Services Administration for transfer of the animal (government property) to HAH, an excess property transaction.
- 3.1.2 Fully disclose to HAH the current health status and behavioral history of any animal transferred to HAH as a candidate for Adoption.

- (a) VA will provide to HAH the results of a pre-Adoption veterinary medical examination of the animal (including a physical examination, bloodwork, and an examination for parasites) conducted by a veterinarian with qualifications acceptable to both Parties.
 - (b) VA will provide to HAH confirmation that the animal has shown no signs of aggression against people or other animals that would endanger an Adopter or another pet in the household.
- 3.1.3 Before transferring an animal to HAH, spay or neuter as recommended by HAH, and ensure that all vaccinations are up-to-date according to current veterinary standards.
- 3.1.4 Provide to HAH all documentation required from VA for compliance with the USDA Animal Welfare Act Regulations in Section 2.35 paragraphs (b), (c), and (e), and Section 2.38.
- 3.1.5 Relinquish all future claim to any animal transferred to HAH.
- 3.1.6 Encourage VA animal research programs to arrange for Adoption of eligible retired research animals, including by referral to HAH as appropriate.
- 3.1.7 Identify VA offices or points of contact facilitating this Agreement.
- 3.1.8 Actively track the Adoption outcomes of the efforts of VA and HAH related to this Agreement and proactively share best practices and success stories within VA and with HAH, while protecting the privacy and personal information of the Adopters.
- 3.2 HAH hereby agrees to:
 - 3.2.1 Assume all responsibility and liability for each retired VA research animal transferred from VA to HAH.
 - 3.2.2 Keep confidential all identifying information about the origin and previous ownership of each animal transferred from VA to HAH.
 - 3.2.3 Make all good faith efforts with available resources to arrange suitable Adoption of the retired VA research animals transferred to HAH. This includes identifying, vetting, and training foster families and Adopters, matching the expectations and needs of the Adopter with the temperament and needs of the animal, and managing the transition process for the animals.
 - a HAH will ensure that all available information about the animal's health status and behavioral history will be provided to the Adopter.
 - b HAH will consult with appropriate authorities to ensure that any relevant local, state, and federal regulations are met.
 - 3.2.4 Work in good faith collaboration with VA and the relevant local VA programs, regarding compliance with all VA policies, requirements and restrictions regarding Adoption of retired VA research animals.

- 3.2.5 Transfer ownership of retired VA research animals only to suitable Adopters for Adoption, and not to any third party for any other purpose.
- 3.2.6 Notify VA of each successful adoption that results from the efforts of VA and HAH related to this Agreement, within 60 days of when the animal is transferred to the Adopter. Proactively share best practices and success stories with VA, while protecting the privacy and personal information of the Adopters.
- 3.3 The Parties intend that all activities under this Agreement are to be performed in accordance with applicable federal laws, regulations and policies regarding the protection of animals.
- 3.4 Each Party will bear the costs, risks, and liabilities that it incurs meeting its obligations and making the efforts it commits to under this Agreement. Neither Party can commit the other to any cost, expense, or obligation without the prior written consent of that Party. Should this Agreement lead to a formal contractual-type of agreement, the Parties will negotiate and memorialize such terms in a formal document including, but not limited to, a period of performance, funding issues, and liability matters. Neither Party may commit the other to any transfer of funds under this Agreement absent a formally negotiated agreement.
- 3.5 The Parties agree that a Transfer of Ownership form (see Appendix) must be completed prior to the transfer of each retired VA research dog to HAH.

Article 4 Performance Metrics

- 4.1 The objective of both Parties to this Agreement is to maximize the proportion of retired VA research animals eligible for Adoption that are successfully placed with suitable Adopters. Therefore, the Parties agree to use the following metric to capture and record objective performance, with the understanding that both Parties may take reasonable steps to verify the accuracy of data collected, and will cooperate to collect data needed for this metric:

$$\begin{array}{r}
 \text{Success} \\
 \text{Rate}
 \end{array}
 =
 \frac{\begin{array}{c} \text{The number of retired VA research animals that are} \\ \text{eligible for adoption and} \\ \text{successfully placed by HAH with suitable Adopters} \\ \text{as a result of this Agreement} \end{array}}{\begin{array}{c} \text{The number of retired VA research animals that are} \\ \text{eligible for adoption and} \\ \text{transferred by VA to HAH} \end{array}}$$

This success rate will be calculated for each year of performance of the Agreement, and cumulatively for all years to date during which this Agreement is in effect.

Article 5. Confidentiality

5.1 **Confidential Information.** The providing Party shall label, or otherwise identify by notification in accordance with Article 10.1, Confidential Information generated prior to performance of this Agreement and provided to the other Party. Confidential Information arising from the performance of this Agreement is assumed to be such and need not be so marked or identified. A Party receiving Confidential Information shall use and disclose it only as needed to accomplish provisions of this Agreement or in accordance with 5.2.

5.2 Disclosure of Confidential Information

5.2.1 A Party may disclose Confidential Information:

- (a) As required by a court or administrative or regulatory body of competent jurisdiction, by law, regulation, other applicable legal authority, or for patent filings.
- (b) When requested by the chairman of a congressional oversight committee of jurisdiction acting in its oversight capacity.
- (c) To other entities to which a Party has a prior legal or contractual obligation to disclose.
- (d) As necessary for publications and presentations in accordance with Article 3, and only with the prior written consent of the providing Party.
- (e) With the prior written consent of the providing Party.

5.2.2 A Party will provide notice to the other Party of an intended disclosure under (a), (b), or (c), above, as soon as possible. Disclosure in accordance with 5.2.1 will not otherwise affect the confidential nature of the information.

Article 6. Intellectual Property

6.1 Nothing in this Agreement is intended to affect the existing intellectual property rights of VA or HAH. Nothing in this agreement shall be construed as a grant by VA to HAH of any intellectual property rights or any rights to any subject inventions in studies where the research animals were subjects. Each Party must adhere to applicable federal laws, regulations, and policies on intellectual property protection when performing activities pursuant to this agreement.

Article 7. Duration and Termination

7.1 **Duration.** Activities under this Agreement may commence as of the date of its last signature and continue for a period of six (6) years. The Parties may renew or extend this Agreement, in writing, signed by both Parties. On an annual basis, the Parties intend to conduct a review of this Agreement to evaluate progress and achievement of mutual goals and objectives consistent with the purpose and scope.

7.2 **Mutual Termination.** Either VA or HAH may unilaterally terminate this Agreement at any time by providing written notice in accordance with Article 10.1 at least sixty (60) days before the desired termination date. In the event of discontinuation, the Parties intend to reasonably cooperate to complete any ongoing collaborative activities hereunder or to otherwise provide for continuation or completion of such collaborative activities in writing, and to reasonably address and discharge any outstanding obligations to each other and/or to third parties.

Article 8. Warranties and Liability

- 8.1 HAH must defend, indemnify and hold harmless VA, VA Employees, the responsible IACUC, and any of their agents (collectively the "Indemnitees") from all liabilities, claims, actions and suits for personal injury, property damage or death arising from the performance of this Agreement except to the extent that such injury, damage or death arises from the negligence or wrongful act of any Indemnitee.
- 8.2 **VA's Liability.** The liability, if any, of the Government for damage to or loss of property, or personal injury or death, shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Article 9. Publicity.

- 9.1 HAH will not use VA's name or any of its components, except in factual publicity and with prior approval of VA. Factual publicity includes announcements of dates, times, locations, purposes, agendas, speakers, and fees, if any, related to activities or events sponsored or organized by HAH. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of HAH.
- 9.2 HAH will not use VA logos, seals, flags, or other symbols without prior written approval from VA.
- 9.2 VA will not use, and has obtained no ownership interests in, HAH's name, logos, and/or trademarks. VA will obtain HAH's prior written approval to use any of the above.
- 9.3 Each Party will clear all publicity materials with the other Party to ensure compliance with this Article. Any publicity released by either Party concerning this Agreement, the services or support provided within, or any resulting outcomes, will be subject to prior approval of the other Party.
- 9.4 This Agreement does not represent any endorsement by VA of the general policies, activities, or products of HAH. Where confusion could result, publicity will be accompanied by a disclaimer to the effect that no endorsement is intended.

Article 10. Miscellaneous

- 10.1 **Notices.** All notices will be in writing and signed by an authorized representative of the notifying Party. The Parties will send notices by registered or certified mail by U.S. Postal Service with return receipt, or by an express/overnight commercial delivery service, with delivery prepaid.

Notices will be properly addressed to the other Party at the addresses provided below or to any other address designated in writing by the other Party.

- 10.2 **Use of Name.** By entering into this Agreement, VA does not endorse any product or service. HAH shall not state or imply that the Government or any of its organizational units or employees endorses any product or service. HAH will not use this Agreement to sell or promote any products or services, or for fundraising activities.
- 10.3 **Amendments.** The Parties may revise or modify this Agreement by written amendment upon mutual consent.
- 10.4 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes any prior understanding or written or oral agreement.
- 10.5 **Governing Law.** This Agreement shall be governed by U.S. Federal law, as applied by the Federal courts in the District of Columbia. If any provision in this Agreement conflicts with or is inconsistent with any U.S. Federal law or regulation, the applicable U.S. Federal law or regulation shall preempt that provision.
- 10.6 **Survivability.** When necessary to effectuate the intent of this Agreement, individual provisions shall survive the expiration or early termination of this Agreement.
- 10.7 **Export Controls.** HAH agrees to comply with U.S. export law and regulations.
- 10.8 **No Joint Venture.** This Agreement establishes a voluntary, collaborative, working relationship between VA and HAH. The parties are independent with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever. This Agreement does not establish or imply that VA and HAH are jointly liable for either Party's obligations. Neither Party is responsible for debts, contractual obligations, or conduct, tortious or otherwise, of the other Party. This Agreement shall not be interpreted to limit, supersede, or to otherwise affect either Parties' normal operations or decisions in carrying out its missions, or its statutory or regulatory duties, nor to encourage or permit activities not authorized by law. This Agreement is not intended to be an exclusive arrangement. The relationship established in this Agreement in no way limits VA or HAH from establishing similar relationships with any other entity.
- 10.9 **Assignment.** This Agreement may not be assigned or otherwise transferred by any Party, in whole or in part, without the expressed prior written consent of the other Party, which shall not be unreasonably withheld.
- 10.10 **Contact Information.**

For VA:

(primary) Dr. Michael T. Fallon, Chief Veterinary Medical Officer
Department of Veterans Affairs, Office of Research and Development
Atlanta VA Medical Center, Research Service (151)
1670 Clairmont Road
Decatur, GA 30030
404-728-7644
Michael.Fallon@va.gov

(secondary) Dr. Alice Huang, Staff Scientist and Deputy for IACUC Guidance
Office of the CVMO
Department Veterans Affairs, Office of Research and Development
Atlanta VA Medical Center, Research Service (151)
1670 Clairmont Road
Decatur, GA 30033
Phone 404-417-1823
Alice.Huang@va.gov

For HAH:

Ms. Patti Strand
Homes for Animal Heroes
National Animal Interest Alliance
P.O. Box 66579
Portland, Oregon 97290-6579

SIGNATURES BEGIN ON THE NEXT PAGE

SIGNATURE PAGE

ACCEPTED AND AGREED:

By executing this agreement, each Party represents that all statements made herein are true, complete, and accurate to the best of its knowledge; that each has read and understood this Agreement prior to signing; and that each enters into it freely and voluntarily.

FOR HAH:

Signature

Date

Typed Name

Title

FOR VA:

Rachel Ramoni

Signature

August 14, 2018

Date

Rachel Ramoni

Typed Name

Chief Research and Development Officer



TRANSFER OF OWNERSHIP

I, the undersigned, do declare I am the legal guardian/owner, or responsible legal party for the dog described below:

Name of Dog:	Identifier/Tattoo:
Breed:	DOB/Age:
Sex: M / F	Spayed/Neutered? Y / N

I certify that I have received all appropriate IACUC/ legal/ corporate/ organizational/ university approvals to unconditionally release said dog to Homes for Animal Heroes (HAH). To the best of our knowledge, the above dog has no history of aggressive behavior toward any person or other dogs _____ (initial)

By signature of this document, I agree, on behalf of our organization to relinquish all future claim to this animal. Homes for Animal Heroes hereby accepts all assumed responsibility and liability for this animal, and agrees to keep this animal's origin and previous ownership confidential. I acknowledge that it is the decision of Homes for Animal Heroes to determine if said dog does not meet adoptability criteria*, that said dog can be euthanized at the sole discretion of, and in accordance with the current euthanasia guidelines of American Veterinary Medical Association.

Furthermore, I authorize the release of copies of said dog's vaccination and relevant medical history to Homes for Animal Heroes. I understand that the dog being released must be spayed/neutered prior to release. Said dog must also be released with a valid Rabies vaccination and certificate, along with valid Distemper/ Parvo and Bordetella vaccinations.

* We do not support placing dogs who have a marginal opportunity to succeed as a pet. Whether that is due to aggressive behaviors or life-long unmanageable health concerns. We will not take dogs with known aggression problems. Aggression towards other animals will need to be fully disclosed and assessed on a case by case basis. As does, treatable and manageable ongoing health concerns.

Signature: _____ **Date:** _____

Print Name:	Title:
Phone:	Email:
Organization: _____ _____	Address: _____ _____

Transportation Provided by: _____

Vehicle (Make/ Model/ Year):

HAH Representative Signature: _____

Print Name:

Complete APHIS Form 7006 and APHIS Form 7001 in addition to this Transfer of Ownership agreement.
HAH must retain a copy of these forms.