1. **Purpose:** To provide guidance on the requirements for completion of a Memorandum of Understanding between the University of Missouri (University) and the Harry S Truman Memorial Veterans’ Hospital (VA) for all dually-appointed individuals who participate in sponsored research.

2. **Policy:** To adhere to federal regulations and requirements regarding joint University/VA appointments as specified in OMB Circular A-21, Section J10; the NIH Grants Policy Statement on VA-University Affiliations (dated December, 2003), and the Council on Governmental Relations (COGR) guidance on University and Veterans Joint Appointments (dated August 17, 2010). A key principle derived from these federal policies, regulations, and guidelines is that a Memorandum of Understanding is required for dually appointment faculty involved in sponsored research programs in order to clarify available effort, to avoid dual compensation for the same work, and to manage apparent or actual conflicts of interest.

3. **Background:** A comprehensive discussion of the issues pertaining to University/VA joint appointments is provided in a document prepared by the Council on Governmental Relations entitled “University and Veterans Joint Appointments” dated August 17, 2010; this document provides an overview of reporting requirements, implications for clinical practice plans, relationships with non-profit research institutes, management of intergovernmental personnel agreements, ramifications for NIH proposals, adherence NIH policies pertaining to career development awards, challenges in the documentation of work-week metrics, and criteria for defining “reasonable” joint effort.

4. **Procedure:** The procedures to be used in the case of dually-appointment faculty involved in sponsored research programs are as follows:

   a. A Memorandum of Understanding (MOU) will be executed for any individual who meets the following criteria: (1) holds a joint University/VA appointment, and (2) has committed effort and/or salary that will be charged to an externally-funded sponsored research project (e.g., federal and non-federal grants, contracts, cooperative agreements, or clinical trials) administered by the University.

   b. The MOU will be updated annually (July 1) or whenever there is a significant change (10 percent or greater) in the individual’s effort distribution within either agency.
c. The MOU format as provided in Appendix A will be used; the University FTE and the VA “eighths” will be specified. In addition, the University effort distribution and the VA allocation of effort (in hours) will be fully described.

d. Dual compensation (i.e., payment by both the VA and the University for the same effort) is not permissible.

e. If there is no dual compensation, effort paid by the VA can potentially be counted towards a University grant if specifically authorized by the VA. However, VA-compensated effort cannot be funded under a University grant because it has already been paid by the VA and is, therefore, not a cost to the University.

f. An MOU being prepared in the context of a sponsored grant application should describe effort percentages based on current activities, not on prospective or anticipated activities that have not yet been awarded.

g. The NIH salary cap rate should be applied only to the individual’s University institutional base salary; VA salary is excluded from the University institutional base salary and from the rate cap calculation.

h. For School of Medicine (SOM) faculty, the MOUs will be maintained in the Office of the Associate Dean for Research; signed copies will be distributed to the MU Office of Sponsored Program Administration (OSPA) and to the VA Office of the Associate Chief of Staff for Research and Development.

i. The Office of the Associate Dean for Research will initiate a review and update of MOUs for dually-appointment employees who participate in sponsored research on July 1st of each year. Any significant changes in effort that occur during the course of the year (10 percent or greater at either institution) should be brought to the attention of the Associate Dean for Research (within 30 days) so that a revised MOU can be promptly executed.

j. In the review of applications for individuals with dual appointments, the SOM Office of Grants and Contracts will ensure that an MOU is on file prior to forwarding the application to OSPA.

Approved:

Robert J. Churchill, MD
Hugh E. and Sarah D. Stephenson Dean, School of Medicine

3-14-11

Date
APPENDIX A

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MISSOURI
and the
HARRY S. TRUMAN MEMORIAL VETERANS HOSPITAL

Name of Investigator: [TBN]

University Title/Department: [TBN]

VA Title/Unit: [TBN]

Description of VA/University Joint Appointment: A summary of the joint VA/University appointment is as follows:

<table>
<thead>
<tr>
<th>Salary Sources</th>
<th>8ths</th>
<th>FTE</th>
<th>Hours</th>
<th>Total Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MU</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VA Hour Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA Clinical</td>
</tr>
<tr>
<td>VA Teaching</td>
</tr>
<tr>
<td>VA Research</td>
</tr>
<tr>
<td>VA Admin/Service</td>
</tr>
<tr>
<td>Total hours</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MU Effort Distribution (EVR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MU Clinical</td>
</tr>
<tr>
<td>MU Teaching</td>
</tr>
<tr>
<td>MU Research</td>
</tr>
<tr>
<td>MU Admin/Service</td>
</tr>
<tr>
<td>Total Percentage = 100%</td>
</tr>
</tbody>
</table>

* The NIH "reasonableness" criteria require that the total hours should not typically exceed 60.

† If VA research effort is authorized for sponsored research administered at the University, please describe: [N/A]

Attestation of Combined Effort: The undersigned hereby attest that this Memorandum of Understanding accurately reflects the VA/University joint appointment for [TBN] and that there is no dual compensation for the same work activities and no actual or apparent conflict of interest regarding the joint appointment. The undersigned also agree that this Memorandum of Understanding will be updated on a minimum of an annual basis (July 1 of each year), but that any significant changes in effort distribution (10 percent or greater at either institution) will be promptly communicated (within 30 days) to the Associate Dean for Research, School of Medicine, so that an accurate Memorandum of Understanding can be maintained.

University and VA Joint Research Appointments Policy: Revised February 25, 2011
TBN Investigator   Date

JOHN D. WHITED, M.D.   Date   TBN Chair   Date
ACOS/R&D
Chair, TBN Department

LANA ZERRER, M.D.   Date   ROBERT CHURCHILL, M.D   Date
Chief of Staff, HSTMVH
Dean, School of Medicine

SALLIE HOUSER-HANFELDER, FACHE   Date   ROBERT DUNCAN, PH.D.   Date
Vice Chancellor for Research
Director, HSTMVH

Note: The original copy of this Memorandum of Understanding will be maintained in the Office of the Associate Dean for Research, School of Medicine; copies will be distributed to the MU Office of Sponsored Programs and the Office of the ACOS/Research, Harry S Truman Memorial Veterans' Hospital.