General Instructions to Institutions and Unaffiliated Investigators

• This form is a tool that can be used when a collaborating investigator is not part of an institution with a federal assurance. Contact your DoD Component Headquarters office (or DoD sponsor) for guidance if you want to submit an equivalent agreement or want to alter this form.

• Contact your DoD Component Headquarters office (or DoD sponsor) for guidance if you have questions.

• Follow your DoD Component Headquarters office (or DoD sponsor) instructions for paper or electronic submission.

• This agreement is applicable only to the research listed in the Scope (Part 1C) and does not apply to other research in which the institution or unaffiliated investigator may be involved.

• Part 4, B. Acknowledgement by Investigator’s Employer: The unaffiliated investigator should follow his/her institution’s policies for identifying the appropriate official to acknowledge this agreement. The official is acknowledging that their employee is entering into this agreement with another institution.

• Part 4, C. Institutional Official of the Assured Institution: This is the person who signed the federal assurance as the Institutional Official.

• The unaffiliated investigator should not be engaged in the research until this agreement is complete.
Department of Defense
Human Research Protection Program

DEPARTMENT OF DEFENSE (DOD) INDIVIDUAL INVESTIGATOR AGREEMENT

Part 1
AGREEMENT INFORMATION

This DoD Individual Investigator Agreement describes the responsibilities of the individual researcher who is engaged in human subject research, not an employee of the assured institution, and is associated with the assured institution for the purpose of conducting research. This Agreement also describes the responsibilities of the assured institution. This Agreement, when signed, becomes part of the engaged institution’s Federal Assurance for the Protection of Human Research Subjects approved by DoD (and may become part of the Federalwide Assurance (FWA) approved by the Department of Health and Human Services (DHHS)).

A. Name of Investigator:

B. Institution with the Assurance

   Name:
   DoD Assurance Number:
   DHHS FWA Number [if applicable]:

C. Scope

This Agreement applies to all research performed by this investigator in collaboration with the institution with the assurance, unless specified below.

Limitation of Scope (if applicable): __________________________________________

This Agreement is applicable only to the research listed above and does not apply to other research in which the investigator may be involved.

D. Effective Date

This Agreement is effective as of the date of the last authorized signature and will remain in effect indefinitely or until rescinded. It may be amended by consent of all parties at any time.
Part 2
INVESTIGATOR RESPONSIBILITIES

As the Investigator named in Part 1A above I:

A. Have reviewed: a) The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research; b) the U.S. Department of Defense (DoD) regulations for the protection of human subjects at 32 Code of Federal Regulations, Part 219 (32 CFR 219) and DoD Directive 3216.02; c) the assurance of the institution referenced above; d) the DoD Component policies identified in Part 3 of the DoD Assurance (if applicable); and e) the relevant institutional policies and procedures for the protection of human subjects.

B. Understand and accept the responsibility to comply with the standards and requirements stipulated in the above documents and to protect the rights and welfare of human subjects involved in research conducted under this Agreement.

C. Will comply with all other applicable federal, DoD, international, state, and local laws, regulations, and policies that provide protections for human subjects participating in research conducted under this Agreement.

D. Will complete any education and training required by the institution and the Institutional Review Board(s) (IRB) prior to initiating research covered under this Agreement (attach documentation).

E. Will abide by all determinations of the IRB designated under the institution’s assurance and will accept the final authority and decisions of the IRB, including but not limited to directives to terminate my participation in designated research activities.

F. Will not enroll subjects or engage in research activities under this Agreement prior to the protocol review and approval by the IRB and the institution.

G. Will comply with requirements from the IRB when responsible for enrolling subjects, to include obtaining, documenting, and maintaining records of informed consent for each such subject or each subject’s legally authorized representative as required under DoD regulations at 32 CFR 219.

H. Acknowledge and agree to cooperate with the IRB for initial and continuing review, report for the research referenced above, and provide all information requested by the IRB or institution in a timely fashion.

I. Will seek prior IRB review and approval for all proposed changes in the research except where necessary to eliminate apparent immediate hazards to subjects or others.
J. Will report immediately to the IRB: a) unanticipated problems involving risks to subjects or others and b) serious or continuing non-compliance.

K. Will comply with recordkeeping requirements for research protocols referenced above.

L. Will make all other notifications as specified by the IRB and the institution.

M. Acknowledge my primary responsibility for safeguarding the rights and welfare of each research subject, and that the subject’s rights and welfare will take precedence over the goals and requirements of the research.

Part 3
ASSURED INSTITUTION’S RESPONSIBILITIES

This institution will apply the terms of it’s assurance to the Investigator and the research as specified in the Scope of this Agreement, Part 1.

Part 4
AGREEMENT BETWEEN AN INVESTIGATOR AND AN ASSURED INSTITUTION

The investigator or an official of the assured institution may unilaterally terminate this agreement upon written notification to other signatories.

A. Investigator

I understand my responsibilities as described in this Agreement and the policies referenced in Part 2A above. I acknowledge and accept my responsibility for protecting the rights and welfare of human research subjects and for complying with all applicable provisions of the institution’s assurance.

Signature: Date:
Name: Telephone number:
Rank/Grade: FAX number:
Title: Email address:
Mailing Address:
B. Acknowledgement by Investigator’s Employer (or DoD Supervisor if DoD Employee)

I am aware that my employee is entering into this agreement.

Signature:  
Date:  
Name:  
Rank/Grade:  
Title:  
Mailing Address:  
Telephone number:  
FAX number:  
Email address:  

C. Institutional Official of the Assured Institution

Acting in an authorized capacity on behalf of this institution and with an understanding of the institution’s responsibilities under the institution’s assurance, I will provide oversight of the Investigator and the research conducted under this Agreement.

Signature:  
Date:  
Name:  
Rank/Grade:  
Title:  
Mailing Address:  
Telephone number:  
FAX number:  
Email address:  