MEMORANDUM OF UNDERSTANDING
between
Case Western Reserve University
and
The Ohio State University on behalf of the Wexner Medical Center
(Center for Regenerative Medicine and Cell-Based Therapies)

1. Purpose of Memorandum of Understanding
   a. The purpose of this Memorandum of Understanding (MOU), dated April 24, 2013, (“Effective Date”) is to clearly identify the roles and responsibilities of each Party as they relate to furthering initiatives for integration between the regenerative medicine forces in Cleveland and Columbus. In particular, this MOU is intended to define how NCRM & CRMCBT will promote collaborations and expand the research base and the educational and training programs in this area. The Parties are Case Western Reserve University (CWRU) which encompasses National Center for Regenerative Medicine (NCRM) (together “Case”) and The Ohio State University on behalf of Wexner Medical Center (OSU/WMC)(Center for Regenerative Medicine and Cell-Based Therapies) (CRMCBT)(together “OSU”). OSU and Case shall be referred to as “Center” and “Centers” as applicable.

2. Responsibilities under this MOU
   a. Fostering Center to Center collaborations by sharing information regarding members, programs and clinical trials to the extent possible in light of legal requirements and contractual duties. Information sharing will help raise awareness of individual Center strengths and expertise between Centers, and will foster formation of new, more robust research and clinical trial teams and enterprises.

b. Core Facilities
   i. Access to NCRM and CRMCBT Cores for both Center members will be facilitated through the Parties. Information will be shared to facilitate use of cores by both Center’s members. Details will be explored to establish a streamlined purchasing process between institutions, facilitated by the centers to alleviate administrative burdens. Until such time, access and collaborations can start immediately on an investigator to core basis following appropriate purchasing and material transfer requirements.

c. Pilot Projects
   i. The Centers will encourage investigators to develop cross Center pilot projects and to facilitate communications to help identify potential funding mechanisms and collaborative teams.

d. Clinical Trials
   i. The Centers will discuss opportunities for developing early stage clinical trials and share regulatory knowledge and expertise to create high priority cellular therapy trials that will have an impact on promoting promising new treatments or procedures in patients. Use of the Cleveland and Columbus Clinical and Translational Science Awards (CTSA) should facilitate this process.

   ii. Applicable laws and regulations, including HIPAA regulations and IRB oversight will be enforced at the two institutions, and will govern interactions.
e. Large, Multi-Institutional Grant Opportunities/Applications
   i. The Centers will develop a mechanism to cooperatively identify grant and
      funding opportunities that will leverage both centers' strengths. Federal,
      state and foundation opportunities will be discussed by the executive
      teams and collaborative submissions encouraged.

f. Dual Center Training Program
   i. The Centers will work together to develop NIH institutional training
      programs that synergize with each other's area of expertise and unique
      strengths (e.g., T32- Institutional NRSA).

g. Education and Outreach Efforts
   i. The Centers will work together to encourage and collaborate on
      conferences, retreats, and other educational opportunities.
   ii. The Centers will strategize on how to develop and encourage member
      teambuilding of faculty across Centers.

3. Duration of MOU and Termination Process
   a. The MOU will be for a term of one (1) year beginning on the Effective Date. After
      the first year, either Party may terminate without cause by providing thirty (30) days
      prior written notice to the other Party; however any projects or trials then currently
      open will be allowed to close in a manner that protects enrolled subjects and the
      scientific project.

4. Communication
   a. The executive teams at each Center will be invited to participate in leadership
      meetings and strategic development meetings for both Centers.
   b. Interactions and communication with each Center's members will occur on a Center
      to Center basis and be facilitated by Center contacts. This is aimed to create a
      platform for recognizing investigator research interests, existing and potential future
      projects, collaborations, events, etc. Regular communication will allow full support of
      Center resources to be leveraged and help ensure open dialogue and discussion
      between the Centers.
   c. The Centers will create a mechanism to show intention for collaboration to all
      members. As agreed upon between the Parties, all joint center communications will
      present a joint image and foundation for investigators.
   d. Contact personnel include Brent Toto for OSU and Mariesa Malinowski for NCRM.

5. Funding
   a. Pilot Joint Funding Efforts
      i. The Centers will make efforts to seek funds to facilitate multi-institutional,
         competitive, pilot grants through a mechanism that will be available to
         members of both organizations to support collaboration across Centers. A
         committee will be developed in order to identify sources of pilot funds,
         inquire into matching funds derived from Center partners for joint
         projects, and to choose whom will receive pilot funds. Funds will not be
         transferred cross-institutionally, but reside within the Centers. Both
         Centers will work to identify available dedicated funds over the course of
         the MOU's first year. Project proposals will be reviewed and funded
         jointly based on the following criteria:
1. Scientific merit based on NIH scoring system, and  
2. Ability to secure extramural funding from private, state or federal funding opportunities.  
b. Each Center will cover its own costs for participation in the collaboration, unless otherwise agreed upon in writing. The entities acknowledge that any or all financial arrangements must be negotiated and will depend upon the availability of funds.  

6. Miscellaneous  
a. **Choice of Law.** This MOU shall be governed by the law of the State of Ohio without regard to its conflict of law provisions.  
b. **Independent Contractor.** The relationship of OSU (including its staff) and Case (and its staff) is that of independent contractors. This MOU does not create between OSU (or any of its staff) and Case (or any of its staff) an employer-employee relationship, an agency, a partnership or a joint venture. Neither Party will have the power or authority to bind the other to any obligations whatsoever to third parties.  
c. **Confidential Information.** Neither Party shall disclose confidential or proprietary information relating to the operations of the other Party. Study subject records connected to this MOU may be shared among Parties, but patient records shall not be shared.  
d. **No Waiver.** No provision hereof shall be deemed waived except by an agreement in writing signed by the waiving Party.  
e. **Assignment/Binding Effect.** This MOU shall not be assignable by either Party without the prior written consent of the other Party.  
f. **Entire Agreement.** This MOU embodies the entire understanding between the parties respecting its subject matter, superseding any and all prior agreements, correspondence, conversations, or memoranda. This MOU shall not be modified or amended except by a writing signed by all parties.  
g. **Independent Developments.** Nothing contained in this MOU shall prevent either Case or OSU from entering into agreements with third parties which are similar to the subject of this MOU.  
h. **Expenses.** The parties shall pay their own legal, accounting, and related expenses for this MOU and the negotiation and execution of agreements and related agreements.  
i. **Compliance with Law.** The parties acknowledge and agree to the following. The parties are entering into this MOU and any other related documents or transactions, with the intent of conducting their relationship in full compliance with all applicable laws including, but not limited to laws, rules and regulations applicable to clinical research activities.
j. **Respective Rights.** A number of issues have not been fully addressed in this MOU. Therefore, it is understood that this MOU is intended to be and shall be construed only as a summary of the topics of discussions to take place between the parties and does not therefore create a binding or legal obligation to collaborate beyond what is expressed in this MOU unless further agreements are executed. The respective rights and obligations of the parties remain to be defined in such agreements.

IN WITNESS WHEREOF, the parties have caused this MOU to be signed and accepted by their authorized representatives as of the Effective Date.

**Ohio State University**

Signature
Printed Name Peter E. Geier
Title Vice President, Health Services and CEO, OSU Health System

Signature
Printed Name Steven G. Gabbe, MD
Title Senior Vice President, Health Services and CEO, OSU/Wexner Medical Center

Signature
Printed Name Chandan K. Sen, PhD
Title Director, Center for Regenerative Medicine and Cell Based Therapies

**Case Western Reserve University**

Signature
Printed Name Stefan J. Leiran
Title Director of CRM

Signature
Printed Name
Title

Signature
Printed Name
Title

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