

Attachment 10

Memorandum of Understanding: Research Space at HMC between the School of Medicine and the Harborview Medical Center

July 1, 2003

(Draft as of July 7th, 2003)

This Memorandum of Understanding (MOU) outlines the agreement between the School of Medicine (SOM) and Harborview Medical Center (HMC) for renting research space in HMC buildings.

Whereas research is an integral part of HMC's mission; and

Whereas, the Dean of the School of Medicine is responsible for all research space assignments throughout UW Medicine; and

Whereas, HMC and the SOM are interested in supporting faculty requests for research space at Harborview; and

Whereas, HMC and the SOM also wish to support faculty recruitment and retention efforts at Harborview with research resources;

Therefore, HMC and the SOM will negotiate a Rental Rate per Assignable Square Foot (RR/ASF) by building when any such space is used for SOM research purposes. The ASF will be specifically delineated areas used for research. For research conducted at HMC outside the ASF (e.g. clinical trials or clinical research conducted in mixed clinical / research / administrative areas) HMC will receive the facility related indirect costs.

The RR/ASF is determined using the reasonable and customary operating expenses for the type of space and the amortized capital expense (if any) associated with the building. Each assignment of space to the SOM for the purpose of research will be documented in an addendum attached to this MOU and reviewed annually. For research conducted outside the boundaries of the ASF and to support the annual review of research space to establish appropriate rates and plan for future research space requirements, the SOM and HMC commit to develop a process by January 1, 2004 to identify all research including space and facility requirements, direct and indirect costs conducted at HMC. The addendum will include the ASF, the RR/ASF, the term of the assignment, and the signatures of the parties below or their designees.

HMC will provide 6 months notice before any proposed change and the SOM may vacate any space with 6 months notice.

HMC will provide a monthly invoice that denotes each component of rented space, the RR/ASF and the total ASF. HMC will not bill for any space that is not assigned to the SOM and supported by an addendum.

It is understood that funding for research facilities comes from the facilities component of indirect cost recovery (ICR). The ICR is determined through negotiations with the Federal Government. Facilities ICR received by the SOM above the negotiated Rental Rates will be used to support facilities as the SOM deems appropriate – except that until occupancy of the new Harborview Ninth and Jefferson research facility, and assuming that the 2 additional floors are approved, the SOM agrees to remit to the HMC all of the facilities ICR generated by research located at HMC (excluding R&T research) currently estimated at \$2.3 million/year. These payments shall be made semiannually, at the beginning of each fiscal year (July) and mid-year (January). The University acknowledges its long term interest in the space located in the Ninth and Jefferson building.

Renovation funding (if any) will be funded directly by the SOM (subject to agreement with HMC).

This MOU constitutes the agreement by the parties below to maintain and operate additional research space on the Harborview campus site to the benefit of both parties and can be amended upon mutual agreement.

Harborview Medical Center

School of Medicine

Executive Director

Dean