

School of Medicine Research Policy

TITLE: Guidelines Pertaining to Faculty with VA Appointments and Externally Funded Research

Issued: September 9, 2010

Summary:

VA-University Affiliations

http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part13.htm

NIH Grants Policy Statement (12/03)

Part II: Terms and Conditions of NIH Grant Awards, Subpart B: Terms and Conditions for Specific Types of Grants, Grantees, and Activities – File 5 of 5

Investigators with joint appointments at a VAMC (VA hospital) and an affiliated university must have an MOU that specifies the title of the investigator's appointment, the responsibilities (at both the university and the VAMC) of the proposed investigator, and the percentage of effort available for research. The MOU must be signed by the appropriate officials of the grantee and the VAMC, and must be updated with each significant change of the investigator's responsibilities or distribution of effort and, without a significant change, not less than annually. The joint VA/university appointment of the investigator constitutes 100 percent of his or her total professional responsibilities. However, NIH will recognize such a joint appointment only when a university and an affiliated VA hospital are the parties involved.

A grant application from a university may request the university's share of an investigator's salary in proportion to the effort devoted to the research project. The institutional base salary as contained in the individual's university appointment determines the base for computing that request.

The signature of the AOO of the submitting university on an application to NIH that includes such an arrangement certifies that

- the individual whose salary is included in the application serves under a joint appointment documented in a formal MOU between the university and the VA, and
- there is no possibility of dual compensation for the same work or of an actual or apparent conflict of interest.

Under the above-described arrangement, there is no involvement of a VA-affiliated non-profit research corporation, which is eligible to apply for and receive NIH grants in its own right as a non-profit organization. The limitations on the payment of Federal salaries apply (see "[Allowable and Unallowable Costs](#)" in this section).

Process:

In accordance with NIH policy, individuals who have joint University and Department of Veterans Affairs (VA) appointments are required to disclose the nature and extent of their joint appointment when being included as personnel on an application submitted by the University to the National Institutes of Health. Disclosure should also be included in applications/proposals with all federal agencies.

Procedure:

As specified in the instructions to the PHS 398, individuals with joint appointments, should do the following:

- **Type of Appointment/Months**
List the number of months per year reflected in the University appointment. (In most cases, this should be 12 months per year - as compared to an academic year and summer basis). Identify the existence of a joint appointment with an asterisk (*) next to the value you place in the Type of Appointment/Months section. At the end of the personnel section make a note that the asterisk (*) indicates a Joint University/VA appointment.
- **Percent of Effort on Project**
List the percentage of the University appointment that is to be devoted to this project. For those cases in which a portion of the VA appointment will also be devoted to the project, complete the type of appointment and the percent of VA effort on a separate line. Do NOT include any salary compensation for the portion of the VA appointment that will be devoted to the project. An asterisk (*) should also be included next to the zero dollar value, to clarify that the non-salary is related to the VA appointment.
- **Institutional Base Salary**
The individual's salary with the University determines the base salary for computing the NIH salary and fringe benefit request. Individuals may request the University's share of their salary in proportion to the University effort devoted to the research project.
- **The Budget Justification**
All individuals on a proposal who have a joint University/VA appointment must disclose the joint appointment on the budget

justification of the application. In addition, a formal Memorandum of Understanding (MOU) for each joint appointee must be included as part of the budget justification. The MOU serves to provide a full explanation of the individual's total responsibilities under the joint appointment. Specify the title of each appointment, the types of responsibilities (teaching, research, clinical, consulting, and administration) and the proportion of each responsibility to the total set of responsibilities. Please see the *example memorandum of understanding (DOC)*.

- **Cost Sharing**
Please note that effort expended on a VA appointment on a grant or contract routed through the University must be approved by the VA and disclosed to the sponsor. Any such effort does not fulfill any mandatory cost share requirement even with sponsor approval, unless approved by Congress. Any effort should be referred to as effort expended on a VA appointment and must never be referred to as "cost share". It is not acceptable to cost share with other federal funds unless it is specifically authorized in the appropriating language.
- **Modular Grants**
Disclosure of the University/VA appointment and the Memorandum of Understanding should be included in the Budget Narrative. Either through the description in the Budget Narrative or the Memorandum of Understanding, it should be disclosed to NIH what portion of the time committed will be out of University's effort and what portion will be out of VA time.
- **Routing and Responsibilities**
The Principal Investigator's signature on the application and on the WSU's FES of Application or proposal submission via EProp for Grant or Contract certifies that: (1) any individual included in the proposal who has a joint University/VA appointment has disclosed the nature and extent of the appointment with a formal Memorandum of Understanding between the University and the Department of Veterans Affairs (VA); and (2) there is no possibility of dual compensation for the same work, or of an actual or apparent conflict of interest regarding such work.

The principal investigator's and the department's responsibility in these circumstances will be to insure that all joint University/VA faculty listed on the budget page have disclosed the University/VA effort information on the budget page and justification and have included the MOU form as part of the application. SPA Grant and Contract Officers should work to assist departments in a more complete implementation of this requirement as they are the signing Authorized Organizational Officials (AOO) for the University.

**UNIVERSITY/VA JOINT APPOINTMENT
MEMORANDUM OF UNDERSTANDING**

This form describes the total professional responsibilities mutually arranged by Wayne State University and the John Dingell VA Medical Center. The combination of teaching, research, consulting, administration and clinical activities as of 00/00/00 at both the University and the VA Medical Center comprise 100 percent of the total professional responsibilities as follows:

NAME OF INVESTIGATOR: _____

Date: _____

UNIVERSITY

<u>Title of Appointment</u>	<u>Type of Responsibility</u>	<u>Portion of Each Type to Total Set of Responsibility</u>	
		Hrs.	% of total
	Research (award # _____) (award# _____)		%
	Teaching		%
	Administration		%
	Clinical		%
	<u>Total Univ. Responsibilities</u>	_____	%

VA MEDICAL CENTER

<u>Title of Appointment</u>	<u>Type of Responsibility</u>	<u>Portion of Each Type to Total Set of Responsibility</u>	
		Hrs.	% of total
	Research (award# _____)		%
	Teaching		%
	Administration		%
	Clinical		%
	<u>Total VA Responsibilities</u>	_____	%
	<u>Total Combined Responsibilities</u>	_____	%

Investigator's Signature _____ Date _____

Univ. Department Chair Signature _____ Date _____

VA Service Chief Signature _____ Date _____

Univ. Institutional Signature _____ Date _____

VA Institutional Signature _____ Date _____

It is further confirmed that Dr. _____ receives partial salaries from both the Veterans' Administration and Wayne State University, that there is no dual compensation from these two sources for the same work, nor is there an actual or apparent conflict of interest regarding such work. Further, overall professional responsibilities meet the test of reasonableness.