

Memorandum of Understanding
Between
The Foundation for the National Institutes of Health, Inc.
and
The National Institutes of Health Office of the Director
For
The Sports and Health Research Program

This Memorandum of Understanding (“MOU”) is entered into by and between The Office of the Director (“OD”) at the National Institutes of Health (“NIH”), an agency of the United States Government, and the Foundation for the National Institutes of Health, Inc. (“FNIH”), a Maryland 501(c)(3) not-for-profit corporation, effective as of the date when signed by the last Party to this MOU. The OD and FNIH are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, NIH is the largest funder of biomedical research in the world; committed to seeking fundamental knowledge about the nature and behavior of living systems and the application of that knowledge to enhance health, lengthen life, and reduce the burdens of illness and disability;

WHEREAS, many sports leagues and associations and others (“Donors”) are committed to safeguarding the health of current and retired players;

WHEREAS, a number of serious medical conditions that are common in the general population are especially prominent in athletes;

WHEREAS, the NIH and entities interested in research on injuries and illnesses acquired through sports and other activities can together accelerate the pace of discovery through a public-private partnership to support the most innovative and promising science in areas of mutual interest (such efforts being collectively referred to as the “Sports and Health Research Program” or the “Program”);

WHEREAS, the FNIH was established by Section 499 of the Public Health Service Act, 42 U.S.C. §290b, exclusively to support the NIH in its mission and to advance collaboration with biomedical researchers from universities, industry, and non-profit organizations and is incorporated as a 501(c)(3) non-profit corporation;

WHEREAS, FNIH desires to assist the NIH in its efforts by raising funds from Donors to accomplish the Program;

NOW, THEREFORE, the Parties agree as follows:

A. NIH Activities

MOU Reference No. 1124

Project Title – Sports and Health Research Program

1. As research areas relevant to the Program are identified, NIH will develop research concepts on topics of mutual interest to share with FNIH and Donor(s).
2. Upon mutual agreement among NIH, FNIH and the applicable Donor(s) that a particular research concept should be developed under the Program, NIH and appropriate individual NIH Institutes and Centers will develop a mutually agreed upon detailed research plan with a timeline, budget, and specific milestones to accomplish the research ("Research Plan").
3. Upon mutual agreement among NIH, FNIH and the Donor(s) on the Research Plan, NIH and the applicable NIH Institutes and Centers will manage the programmatic, logistical, and administrative aspects necessary to initiate projects funded by the Program, including holding workshops, developing and posting calls for applications, reviewing applications, determining grantees, awarding grants, overseeing the grants, including the scientific and financial progress of the grantees, and monitoring data sharing plans.
4. NIH will use the Donor(s) funding to implement the Research Plan.
5. NIH and the applicable NIH Institutes and Centers will report on scientific progress of the Research Plan to FNIH according to the reporting schedule specified in the Research Plan.
6. NIH and the applicable NIH Institutes and Centers will provide to FNIH financial reports, indicating how funds provided by FNIH have been spent to implement Research Plans initiated under the Program, according to a reporting schedule specified in the Research Plans.
7. Dissemination of results arising from research funded by Donor(s) will be governed by Federal law and policy applicable to NIH-funded research. In accordance with current NIH policy, NIH funding recipients will be urged to disseminate the results of research funded by Donor(s), in order to optimize the value of the science to the research community and the public. Specific data sharing plans may be developed for individual projects.
8. The NIH and applicable NIH Institutes and Centers are responsible for any costs they incur as a result of administering the Program or otherwise in furtherance of the Program that are not detailed in the budget set forth in the Research Plan. FNIH shall not be obligated to provide NIH with any additional funds beyond the donated funds that FNIH has raised for the Program, less FNIH overhead cost recovery and direct costs associated with carrying out its responsibilities as described in Section (B) and Section (C)(2) below.
9. Should the NIH and applicable NIH Institutes and Centers generate public print and electronic communications and promotional materials including news releases that incorporate the name of the Program ("Communications"), the NIH and applicable NIH Institutes and Centers will provide drafts of such Communications including any Communications involving references to FNIH and the Donor(s), to FNIH within a reasonable period, and in any event no later than ten (10) business days prior to their public availability or dissemination, and will endeavor in good faith to incorporate suggestions by

FNIH and the Donor(s) as appropriate. NIH will acknowledge FNIH and the Donor(s) support for the Program in all Communications. Such Communications will include the standard FNIH descriptive paragraph and other language as mutually agreed upon by the NIH, FNIH and Donor(s) (Attachment 1). Communications regarding the Program will not be released until NIH, Donor(s), and FNIH have provided prior written consent to such release (email sufficient). This paragraph 9 is applicable only to Communications incorporating the name of the Program and does not apply to grant, contract, or other communications initiated by NIH during the usual course of business.

10. The NIH and applicable NIH Institutes and Centers will provide comments and edits on Communications regarding the Program that are developed by Donor(s) and FNIH. Letters of Agreement between FNIH and Donor(s) will provide that Communications regarding the Program developed by Donor(s) will be submitted to NIH for review and approval prior to release.
11. Appropriate NIH representatives will participate as reasonably requested on or with a Stakeholder Board convened by the FNIH to facilitate discussion of the Program and Research Plans and the provision of periodic progress reports to FNIH and its Donor(s).
12. NIH contacts for the Program are:

Kathy Hudson, Ph.D.
Deputy Director for Science, Outreach, and Policy
Phone: 301-496-1455
E-mail: HUDSONKL@mail.nih.gov

Ken Frushour
Director, Office of Budget
National Institute of Neurological Diseases and Stroke
NIH
Phone: 301.496.4927
E-mail: FRUSHOUK@mail.nih.gov

John Burklow
Associate Director, Communications & Public Liaison
Phone : 301-496-4461
E-mail: BURKLOWJ@od.nih.gov

B. FNIH Activities

1. FNIH will solicit, receive, manage, steward, and acknowledge private donations and sponsorships for support of the Program (the "Donations") and will hold such Donations until disbursed in accordance with Section (B)(2) below.
2. In coordination with the NIH, FNIH will use the Donations it has received under Section (B)(1) to support the Program either directly or through contributions to the NIH OD Conditional Gift Fund or Conditional Gift Funds of appropriate Institutes and Centers. The FNIH will hold payments from the Donor(s) and disburse funds according to the schedule specified in the Research Plan mutually agreed upon with NIH, FNIH and the applicable Donor(s).
3. FNIH is responsible for all interactions with Donor(s) throughout the life of the Program, including providing Donor(s) with required scientific progress and financial reports, facilitating the review of Communications described in paragraphs A(9) and A(10) above and ensuring that all Letters of Agreement with Donor(s) have language indicating that Communications generated by Donors will be submitted to FNIH and NIH for review, comment, and approval, and responding to Donor(s)' other reasonable requests for information regarding the Program. In addition, FNIH will use reasonable efforts to facilitate resolution of any Donor related issues that arise with respect to the applicable project. FNIH will convene a Stakeholder Board to provide an independent, open forum for the Program, where Donor(s) can engage scientifically with each other, and with NIH scientific leadership, patient advocacy organizations, sports organizations, and scientists to share information and updates, express viewpoints, address challenges, share expertise, and develop common perspectives on issues relating to the Program.
4. FNIH contacts for the Program are:

Stephanie James, Ph.D. (prior to Nov. 1, 2012)
Acting Executive Director
Phone: 301-451-2810
Email: sjames@fnih.org

Maria Freire, Ph.D. (after Nov. 1, 2012)
President
Phone: 301-435-6245
Email: mfreire@fnih.org

Julie Wolf-Rodda
Director, Partnership Development
Phone: 301-402-6027
Email: jwolf-rodde@fnih.org

Julie Tune

Chief Financial Officer
Phone: 301-435-6246
Email: jtune@fnih.org

Kimberly O'Sullivan
Communications Manager
Phone: 301-435-2613
Email: kosullivan@fnih.org

C. General Provisions

1. It is understood and acknowledged by the Parties that NIH employees are prohibited from soliciting gifts; all such activities will be undertaken only by the FNIH, pursuant to its statutory authority.
2. FNIH will retain an overhead cost recovery for NIH-managed projects of one percent (1%) of all Donations, plus direct costs incurred for performing its services in connection with the Program and the related research activities, and all interest earned on such Donations for expenses in soliciting, collecting, administering, and accounting for the Donations and in carrying out the activities described herein.
3. Should the NIH or any Donor(s) request FNIH to perform other related tasks not currently specified in this MOU, such as FNIH direct funding of Program grants, FNIH will consult with NIH, or the applicable NIH Institutes or Centers, and with applicable Donor(s) regarding the costs associated with these tasks. If mutually agreed upon by FNIH and the applicable NIH Institutes or Centers and the applicable Donor(s), FNIH also may undertake those tasks and shall be reimbursed for its costs for such additional tasks from the funds received under Section (B)(1).
4. The Parties may revise or modify this MOU by written amendment hereto, provided such revisions and/or modifications are mutually agreed upon and that any such amendment is signed by each Party hereto.
5. Either Party may terminate this MOU upon thirty (30) days prior written notice.
6. Upon completion of the Program, or in the event this MOU is terminated before completion of the Program, FNIH will retain control of any undisbursed Donations received under Section (B)(1).
7. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understanding, written or oral, with respect to the subject matter of this MOU.
8. This MOU shall be construed and interpreted in accordance with the laws of the State of Maryland and Federal Law. In case of a conflict, Federal Law will prevail.

MOU Reference No. 1124

Project Title – Sports and Health Research Program


9. This MOU may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single document.

SIGNATURES BEGIN ON NEXT PAGE


SIGNATURES

In Witness Whereof, the Parties have executed this MOU, effective on the latest date of the signatures of the Parties below.

Approved and Accepted for the National Institutes of Health

Signature:  Date: 9/04/12
Kathy Hudson, Ph.D.
Deputy Director for Science, Outreach, and Policy

Approved and Accepted for the Foundation for the National Institutes of Health, Inc.

Signature:  Date: 9/4/12
Charles A. Sanders, M.D.
Chairman

Attachment 1

Established by the United States Congress to support the mission of the NIH—improving health through scientific discovery in the search for cures—the Foundation for the NIH is a leader in identifying and addressing complex scientific and health issues. The Foundation is a non-profit, 501(c)(3) charitable organization that raises private-sector funds for a broad portfolio of unique programs that complement and enhance NIH priorities and activities. For additional information about the Foundation for the NIH see <http://www.fnih.org/>.

Made possible by the Foundation for the National Institutes of Health, Inc., through a gift from Donor(s).