

**Memorandum of Understanding
 Between
 The Foundation for the National Institutes of Health
 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 ("FNIH"). FNIH is a 501(c)(3) not-for-profit corporation organized under the laws of the State of Maryland. MOU. The OD and FNIH are referred to herein collectively 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 human condition and applying that knowledge to enhance health, longevity, and quality of life;

WHEREAS, many sports leagues and associations and others ("Parties") are interested in safeguarding the health of current and retired players;

WHEREAS, a number of serious medical conditions that are common in athletes are generally undetectable to physicians;

WHEREAS, the NIH and entities interested in researches injuries and illnesses suffered through sports and other activities can together establish a program of public-private partnership to support the most innovative and promising researches 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 receive and administer funds for biomedical research from universities, industry, and nonprofit organizations and is incorporated as a 501(c)(3) non-profit corporation;

WHEREAS, FNIH is the best qualified party to administer the Program;

NOW, THEREFORE, the Parties agree as follows:

A. NIH Activities

MOU Reference No. 1172

Project #10-50-0000-0000-0000-0000-0000-0000-0000-0000-0000

1. As research areas relevant to the Program are identified, NIH will develop research concepts on topics of mutual interest to share with FNHI and Donor(s).
2. Upon mutual agreement among NIH, FNHI and the applicable Donor(s) that a particular research concept should be developed under the Program, NIH and appropriate applicable NIH Institutes and Centers will develop a mutually agreed upon research plan with a timeline, budget, and specific milestones to accomplish the research.
3. Upon mutual agreement among NIH, FNHI 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 workshops, developing and posting calls for applications, reviewing applications, determining grants, awarding grants, monitoring progress, and monitoring data sharing plans.
4. NIH will act as the primary 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 FNHI according to the reporting schedule specified in the Research Plan.
6. NIH and the applicable NIH Institutes and Centers will provide reports to FNHI indicating how funds provided by FNHI have been spent to implement the Research Plan initiated under the Program, according to a reporting schedule specified in the Research Plan.
7. Dissemination of results arising from research funded by the Program will be governed by Federal law and policy applicable to NIH funded research. In accordance with current NIH policy, NIH funding recipients will be required to disseminate the results of research funded by the Donor(s), in order to optimize the value of the scientific 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. FNHI will, according to the terms of the Program, provide NIH with any additional funds beyond the donated funds that FNHI has agreed to for the Program, less FNHI overhead and other costs associated with performing its responsibilities, as well as other costs of FNHI and applicable NIH Institutes and Centers.
9. Should the FNHI and applicable NIH Institutes and Centers generate public print and electronic communications and promotional materials, including the use of the names of the applicable NIH Institutes and Centers, the applicable NIH Institutes and Centers will provide drafts of such communications to FNHI in a reasonable period, and in any event not later than the date of their availability or dissemination, and will

FNIH and the C... support for the Program... standard FNIH descriptive paragraph and other language... NIH... be released... release (email summary)... communications initiated by NIH during the course of business

10. Communications regarding the Program that are developed by Donor(s) under the Program developed by Donor(s) will be submitted to NIH for review and approval prior to release.
11. Appropriate NIH 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
Deputy Director for Science, Outreach, and Policy
Phone: 301-496-1455
E-mail: hudsonkl@mail.nih.gov

Ken Enslaw
Director, Office of Budget
National Institute
NIH
Phone: 301.496.4927
E-mail: enslawk@mail.nih.gov

John Burklow
Associate Director
Phone: 301-496-1101
E-mail: burklowj@mail.nih.gov

B. FNIH Activities

1. FNIH will solicit, receive, manage, steward, administer, and disburse donor(s) sponsorships for the Research Program (the "Donations") and hold the same until disbursed in accordance with Section (B)(2) below.
2. In coordination with the NIH, FNIH will use the Donations in accordance with Section (B)(1) to support the Research Program, either through the establishment of a 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, provided that the Donor(s) have not notified FNIH of their intent to terminate the 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 Communication, ensuring that all Donor(s) have adequate Communication, ensuring that all Donor(s) have adequate Communication, and providing information regarding the progress of the Program to Donor(s) upon request. FNIH will resolve any Donor-related issues in consultation with respect to the applicable project. FNIH will convene a Stakeholder Board to provide an independent, open forum for Donor(s), patient advocacy organizations, sports organizations, and other stakeholders to discuss updates, express viewpoints, address challenges, share experiences, and discuss common perspectives on issues related to the Program.
4. FNIH contacts for the Program are:

Stephanie James, Ph.D. (prior to Nov. 1, 2012)
Acting Executive Director
Phone: 301-451-2916
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: 301-402-3827
Email: jwolf-rodde@fnih.org

Julie Tune

MOU Reference No. 1124

Project Title -- Sports and Health Research Program

Chief Financial Officer

Phone: 301-435-2613

Email: jjuhe@fnih.org

Kimberly G. Sullivan

Communications Manager

Phone: 301-435-2613

Email: ksullivan@fnih.org

C. General Provisions

1. It is understood and acknowledged that FNIH is not a charitable organization and is not soliciting gifts; all such activities will be conducted only by the FNIH staff in accordance with statutory authority.
2. FNIH will reimburse the PI for the PI's direct costs (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 incurred by the PI in carrying out the activities described herein.
3. Should the PI be required to perform tasks not specified in this MOU, such as FNIH direct funding of PI Program grants, FNIH will coordinate with NIH, or the applicable NIH Institutes/Centers, and will appear on the PI's budget regarding the costs associated with these tasks. If necessary, FNIH will appear on the PI's budget for the applicable NIH Institutes/Centers and will appear on the PI's budget for the PI's direct funding of those tasks and shall be reimbursed for its costs for such additional tasks from the funds received under Section (B)(1).
4. The Parties agree that any amendments, revisions and/or modifications are mutually agreed upon and that any such amendments shall be signed by each Party hereto.
5. Either Party may terminate this MOU, in whole or in part, by written notice to the other Party.
6. Upon completion of the Program, or in the event this MOU is terminated before completion of the Program, FNIH will reimburse the PI for all direct costs incurred under Section (B)(1).
7. This MOU contains the entire understanding of the Parties with respect to the subject hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject hereof.
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: Sponsored Health Research Program

9. This MOU shall be signed by the representatives of the parties to the MOU in their original and all of which shall be identical.

SIGNATURES BEGIN IN NEXT PAGE

SIGNATURES

In Witness Whereof, the Parties have hereunto set their hands and signatures of the Parties below:


Approved and Accepted:

Signature:


Kathy Hukson, Ph.D.
Deputy Director for Science, U.S. Environmental Protection Agency

Approved and Accepted for the Municipalities of the State of Maryland:

Signature:


Charles A. [unclear]
[unclear]

Attachment 1

Established by the Center for
through scientific discovery in the area of
identifying and understanding
501(c)(3) charitable organization
program
about the Foundation, see the 501(c)(3) see <http://www.hart.org>

Made possible by the
Donor(s)