

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 provide 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 logos, they will incorporate the names of the applicable NIH Institutes and Centers. The applicable NIH Institutes and Centers will provide drafts of such communications to FNHI for review within a reasonable period, and in any event, will ensure that the content of such communications is available or disseminated, 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 under Section (B)(1) to support the Research Program 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 approved by 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 the Donor(s) upon request and resolution of any Donor-related issues or concerns 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@fniih.org

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

Julie Wolf Rodda
Director, Partnership Development
Phone: 301-402-3827
Email: jwolf-rodde@fniih.org

Julie Tune

MOU Reference No. 1124

Project Title -- Sports and Health Research Program

Chief Financial Officer

Phone: 301-435-2615

Email: juae@fnih.org

Kimberly G. Sullivan

Communications Manager

Phone: 301-435-2615

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 pursuant to the statutory authority.
2. FNIH will reimburse the Sponsor for (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 such Donations and in carrying out the activities described herein.
3. Should the NIH or any other funding agency or other governmental agency, such as FNIH direct funding of Program grants, FNIH will coordinate with NIH, or the applicable NIH Institutes or Centers, and any applicable funding agency regarding the costs associated with these tasks. If necessary, FNIH will coordinate with the applicable NIH Institutes or Centers and other funding agencies to ensure that the costs 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, modifications or additions to this MOU, or any revisions and/or modifications are mutually agreed upon and that any such amendments or modifications 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 release all donor or agency funds and all materials received under Section (B)(1).
7. This MOU contains the entire understanding of the Parties with respect to the Program hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter hereof and 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: Sponsored Health Research Program

9. This MOU is being executed in triplicate, with one original and two copies of each original and all of which shall be equally binding.

SIGNATURES BEGIN IN NEXT PAGE

SIGNATURES

In Witness Whereof, the Parties have
signed the following:


Approved and Accepted:

Signature:


Kathy Hukson, Ph.D.
Deputy Director for Science,

Approved and Accepted for the Principal Investigator:

Signature:


Charles A. Hukson
Principal Investigator

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)