MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL MARROW DONOR PROGRAM® on behalf of RADIATION INJURY TREATMENT NETWORKSM AND

ASSISTANT SECRETARY PREPAREDNESS AND RESPONSE, UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the National Marrow Donor Program (NMDP) on behalf of the NMDP Radiation Injury Treatment Network (RITN), hereinafter referred to as RITN, and the Assistant Secretary Preparedness and Response (ASPR) of the United States Department of Health and Human Services (HHS), hereinafter referred to as ASPR.

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) between ASPR and the NMDP is to establish a specific terms of cooperation between RITN and ASPR to enhance development of a nationwide program to provide comprehensive evaluation and treatment for victims of radiation exposure or other bone marrow toxic injuries.

B. AUTHORITY:

For ASPR, the legal authority to carry out the activities described in this MOU is Section 2811 of the Public Health Service Act, 42 U.S.C. 300hh-10.

C. BACKGROUND:

On behalf of the Secretary, HHS, ASPR leads the Department's public health emergency preparedness and response activities. One of ASPR's tasks in carrying out this responsibility is to enhance the Nation's surge capacity for at-risk individuals in the case of a large-scale public health emergency. RITN is a voluntary organization that provides comprehensive evaluation and treatment for victims of radiation exposure or other marrow toxic injuries. RITN develops treatment guidelines, educates health care professionals, works to expand the network, and coordinates situation response. RITN is a cooperative effort of the NMDP and the American Society for Blood and Marrow Transplantation. NMDP assists people who require a life-saving marrow or blood cell transplant. NMDP connects patients, donors, physicians, and researchers to resources they need to help more people live longer, healthier lives. NMDP has an extensive registry containing the largest listing of volunteer donors and cord blood units in the world. They provide support for patients and their physicians during the transplant process and match patients with the best donor using innovative science and technology.

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ASPR and RITN cooperation will enhance the operation of a nationwide network of highly qualified health care facilities and providers to quickly and effectively evaluate and treat victims in the event of widespread radiation exposure or other incident triggering marrow toxic injuries that requires the expertise resident at bone marrow transplant and cancer centers. This cooperation will increase efficiency and effectiveness with which the United States can respond to radiation events, through greater medical response planning, development of models for increasing surge capacity throughout a volunteer network of centers, and establishment of Standard Operating Procedures to codify communication mechanisms for use by ASPR and RITN during large-scale public health emergencies.

D. ASPR OBJECTIVES:

- 1. Advise RITN on methods to assist ASPR to better serve the public health and welfare in the event of a radiation event or other marrow toxic event.
- 2. Work with RITN on identifying opportunities for ASPR to cooperate with additional members of RITN.
- 3. Share ASPR technical and operational expertise with RITN to assist it in developing its operating policies and procedures, including but not limited to the development of Standard Operating Procedures to codify communication mechanisms for use during radiation events.
- 4. Review this MOU with RITN no less than annually and modify as necessary.

E. RITN OBJECTIVES:

- 1. Consult with ASPR to identify appropriate strategic opportunities for cooperation on medical response planning projects in conjunction with the mission of RITN.
- 2. Provide technical expertise and assistance to ASPR regarding operation of the RITN.
- Make information regarding operation and membership of the RITN available to ASPR.
- 4. Encourage RITN members to work with ASPR officials to explore and identify opportunities for cooperative work or mutually beneficial projects and activities, when appropriate.
- 5. Review this MOU with ASPR no less than annually and modify as necessary.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. <u>PARTICIPATION IN SIMILAR ACTIVITES</u>. This MOU in no way restricts DHHS, NMDP, or RITN from participating in similar activities with other public or private agencies, organizations, and individuals.
- 2. <u>MODIFICATION/TERMINATION</u>. This MOU is at-will and may be modified by mutual consent of authorized officials from the NMDP and ASPR. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time with 30 days written notice.
- 3. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

NMDP Chief Medical Officer	ASPR/HHS
Dennis Confer, MD	C. Norman Coleman, MD
NMDP Emergency Preparedness Administrator	ASPR Administrative Contact
Cullen Case Jr.	Robert Hayhurst

- 4. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to NMDP RITN of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. Nothing in this MOU shall be deemed to be a commitment or obligation of Federal or ASPR funds.
- 5. <u>COMMENCEMENT/DURATION</u>. This MOU is effective as of the date of the last Signature and shall continue for three years or until terminated in accordance with Paragraph E.2, above or renewed by mutual written agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below.

and K

Jeffrey Chell, MD

Chief Executive Officer

Dated: 9-7-07

National Marrow Donor Program

United States Department of Health and Human Services

Klyn (Johly M) Kevin Yeskey, MD()

Deputy Assistant Secretary Preparedness and Response

Dated: 9/17/07