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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAVAL MEDICAL COMMAND  
AND  
HENRY M. JACKSON FOUNDATION  
FOR THE ADVANCEMENT OF MILITARY MEDICINE

1. PURPOSE. This Memorandum of Understanding (MOU) is between Commander, Naval Medical Command (NAVMEDCOM) and the Council of Directors of the Henry M. Jackson Foundation for the Advancement of Military Medicine (Foundation). It is established to coordinate Foundation funding of clinical investigation/research and medical educational projects performed at NAVMEDCOM and its subordinate facilities through the auspices of the Uniformed Services University of the Health Sciences (USUHS).

2. BACKGROUND:

a. Whereas, Title 10, United States Code, section 178, provides that the Foundation:

(1) carry out medical research and education projects under cooperative arrangements with USUHS; and

(2) serve as a focus for the interchange between medical and civilian medical personnel; and

(3) encourage the participation of the medical, dental, veterinary, and other biomedical sciences in the work of the Foundation for the mutual benefit of military and civilian medicine.

b. Whereas, NAVMEDCOM and USUHS have an MOU, Annex 1 to this agreement, to establish academic and operational relations between USUHS and NAVMEDCOM military treatment facilities (MTFs).

c. Whereas, USUHS and the Foundation have an MOU, Annex 2 to this agreement, to coordinate their joint cooperative enterprises in medical research, medical consultation and medical education in fulfillment of their respective legislative responsibilities set forth at Title 10, United States Code, sections 178 and 2113(j), respectively.

d. Whereas, the Foundation has developed a procedure, Annex 3 to this agreement, whereby military members may apply for Guest Scientist Status within the Foundation and receive consideration for grants processing and administration for approved projects.

e. Whereas, NAVMEDCOM designates Commander, Health Sciences Education and Training Command (HSETC) to:

(1) establish procedures and policies for maintenance of the clinical investigation program;

(2) exercise NAVMEDCOM approval authority for all clinical investigation protocols (CIPs) and ensure compliance with necessary regulations; and

(3) review and approve all original grant applications in support of the CIP, and act as the forwarding agent to the Foundation.

f. Whereas, clinical investigation is an essential component of optimum health care and consists of organized scientific inquiry into clinical problems of significant concern in the health care of members of the military community to:

(1) achieve continuous improvement in the quality of patient care;

(2) provide experience in the essential discipline achieved by those individuals taking part in such organized scientific inquiries, i.e., to provide experience for personnel who will ultimately be clinical teaching chiefs in military hospitals and consultants in medical facilities;

(3) maintain an atmosphere of inquiry because of the dynamic nature of the health sciences; and

(4) strengthen clinical residency programs and opportunities for USUHS clinical clerkships.

g. Whereas, the parties desire to maintain high professional standing and accreditation of academic programs located at NAVMEDCOM MTFs, for the benefit of the parties, for the enhancement of USUHS clerkship opportunities, and to further the objectives of the Foundation.

h. Therefore, the Commander, NAVMEDCOM and the Council of Directors of the Foundation, hereby agree to enter into this MOU to coordinate Foundation administration of and involvement in NAVMEDCOM clinical investigation and medical education programs for the benefit of NAVMEDCOM, USUHS, the Foundation, and the military community at large.

### 3. PROCEDURES:

#### a. Clinical Investigation

##### (1) General

(a) The Foundation may be utilized by NAVMEDCOM personnel applying for extramural grants in support of clinical investigation.

(b) Applications for Foundation-administered grants will be processed per current Department of Defense (DOD), Secretary of the Navy (SECNAV), NAVMEDCOM, and USUHS regulations. Grant funds administered by the Foundation in support of NAVMEDCOM-approved clinical investigation protocols (CIPs) are grants, not gifts, as defined by DOD Directive 6000.8, "Funding and Administration of Clinical Investigation."

(c) Foundation administered grant funds may be used per applicable statutes; regulations; and the terms of the approved CIP to hire personnel, support travel requirements, and purchase equipment and supplies. Applications for grant funds must specify all requested expenditures that will be procured by the Foundation.

i. Requests for the purchase of equipment and supplies or the hiring of personnel will be forwarded by the MTF to the Foundation. Items will be procured by the Foundation. The specified delivery point will be the MTF.

ii. Investigational drugs and biologicals required by CIPs will be forwarded to the MTF Pharmacy Department per Department of Navy and Foundation procedures for control and dispensing of drugs.

(2) The following procedures should be followed to obtain a Foundation administered grant:

(a) The proposal must have a principal investigator (PI) who holds either a USUHS academic appointment per Annex 1 of this agreement, or Foundation Guest Scientist status per Annex 3 of this agreement.

(b) The PI will submit the protocol to HSETC via the MTF per NAVMEDCOMINST 6000.4.

(c) After HSETC review and approval of the CIP, the protocol will be forwarded to the Grants Management Office at USUHS, Bethesda, Maryland 20814.

(d) The Grants Management Office at USUHS will review the protocol and coordinate guest scientist and appropriate assurance committee approvals. The proposal will then be forwarded to the Foundation.

(e) The Foundation will submit the protocol to the prospective funding agency. Notice of grantor approval will be forwarded by the Foundation to the MTF commanding officer via SETC. The Foundation will administer the grant according to the foundation's policies and procedures.

(f) The MTF commanding officer will immediately notify the Foundation through HSETC if there are any significant changes to the CIP (including change of PI).

(3) The Foundation is a nonprofit scientific and educational organization per Title 26, United States Code, section 501(c)(3). Accordingly, the parties agree to the following:

(a) Per Title 37, Code of Federal Regulations, part 401 et seq, the Foundation will have the right to patent research done per this agreement subject to the granting of a nonexclusive royalty-free license to NAVMEDCOM.

(b) NAVMEDCOM may have certain march-in rights per statute and regulation.

(c) Federal employee rights under the Federal Technology Transfer Act of 1986 will be recognized per naval regulations.

(d) Following payment of expenses incidental to the administration of any invention (including payment to inventors), the balance of any royalties or income by the Foundation will be utilized to support scientific research or education.

b. Special Project Funds

(1) MTFs are authorized to apply for Foundation special project funds. Such funds will be established and centrally administered by the Foundation per Foundation regulations. Special project funds will not be established at or in the name of individual MTFs.

(2) Special project funds will be made available to MTFs for the following purposes only:

(a) To directly support USUHS clerkships and Graduate Medical Education by providing equipment, supplies and training intended to promote academic excellence and the continuing academic accreditation of these programs; and

(b) To promote participation in medical conferences and seminars by military personnel, who are eligible to apply for Foundation funded transportation to attend such meetings.

(3) Military personnel may not solicit special project funds on behalf of the Foundation. Foundation published literature may be made available to the MTFs. Such literature may be passively displayed in public areas of the hospital and may be given to individuals who of their own accord request information concerning donating money in support of medical education/research. Donations to the Foundation must be made by the donor directly. MTFs are not authorized to accept donations on behalf of the Foundation.

(4) Applications for use of special project funds must be submitted to the Foundation via HSETC. Funds will be established and centrally administered by the Foundation in coordination with USUHS.

4. STANDARDS OF CONDUCT. Nothing in this agreement about clinical investigation management obviates service standards of conduct requirements.

5. EFFECTIVE DATE. This agreement will become effective after signature by both parties until cancelled.

6. MODIFICATION/TERMINATION. This agreement will be reviewed annually at least 30 days prior to the anniversary date. It may be revised at any time upon the written mutual consent of both parties.

7. CANCELLATION. This agreement may be cancelled at any time by written mutual consent of both parties. This agreement may be cancelled by either party by providing one year's written notice to the other party.

8. APPROVAL.

*[Handwritten Signature]*

Commander,  
Naval Medical Command

*[Handwritten Signature]*

Director, Secretary/Treasurer  
Henry M. Jackson Foundation for  
the Advancement of  
Military Medicine

9/23/88

Date

11/2/88

Date

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