MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL MARROW DONOR PROGRAM
ON BEHALF OF
THE RADIATION INJURY TREATMENT NETWORK
AND
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE ASSISTANT SECRETARY FOR PREPAREDNESS AND
RESPONSE

I. PARTIES:

This memorandum of understanding (MOU) 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), and the U.S. Department of Health and Human Services’s (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR).

II. AUTHORITY:

The legal authority to carry out the activities described in this MOU is under Sections 1703 and 2811 of the Public Health Service Act, 42 U.S.C. §§ 300u-2 and 300hh-10.

III. PURPOSE:

This MOU between ASPR and the NMDP is to establish 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.

IV. BACKGROUND:

On behalf of the Secretary of 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 bone marrow toxic injuries. RITN develops treatment guidelines, educates health care professionals, works to expand the network, and coordinates situational response. RITN is a cooperative effort of the NMDP, Office of Naval Research, and the American Society for Blood and Marrow Transplantation. NMDP assists people who require a life-saving bone 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.

An ASPR and RITN cooperation will enhance the operation of a national 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 bone marrow toxic injuries that require an expert resident at bone marrow transplant and cancer centers. This cooperation will increase efficiency and effectiveness with which the United States can respond to radiation incidents 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.

V. OBJECTIVES:

a. ASPR objectives.

   a. Advise RITN on methods to assist ASPR to better serve the public health and welfare in the event of a radiation incident or other bone marrow toxic incident.

   b. Work with RITN on identifying opportunities for ASPR to cooperate with additional members of RITN.

   c. Share ASPR’s technical and operational expertise with RITN to assist it in developing operating policies and procedures, such as the development of standard operating procedures to clarify communication and mechanisms for patient movement and regulation during radiation incidents.

b. RITN objectives.

   a. Consult with ASPR to identify appropriate strategic opportunities for cooperation on medical response planning projects in conjunction with the mission of RITN.

   b. Provide technical expertise and assistance to ASPR regarding operation of the RITN and the management of patients subject to marrow toxic injury.

   c. Make information regarding operation and membership of the RITN available to ASPR.
d. Encourage RITN members to work with ASPR officials to explore and identify opportunities for cooperative work, exercises, and other mutually beneficial projects and activities, when appropriate.

VI. RESPONSIBILITIES:

a. ASPR responsibilities during network activation.

   i. Provide written notice to the RITN requesting activation of the network.

   ii. Disseminate the RITN capabilities (e.g., hospital bed availability, outpatient capability, and cytokine inventory) in the ASPR common operating picture.

b. RITN responsibilities during network activation.

   i. Provide daily reports identifying capabilities of the network.

   ii. Provide subject matter experts to participate in national planning and policy calls initiated by the ASPR.

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

a. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts HHS, NMDP, or RITN from participating in similar activities with other public or private agencies, organizations, and individuals.

b. ANNUAL REVIEW. HHS will review this MOU with RITN no less than annually and modify as necessary and agreed upon.

c. MODIFICATION/TERMINATION. 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.

d. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

   NMDP Chief Medical Officer
   HHS/ASPR Senior Science Advisor

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e. **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. This MOU does not establish authority for a non-competitive 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 a commitment or obligation of federal or ASPR funds.

f. **COMMENCEMENT.** This MOU is effective as of the date of the last signature and shall continue for five years or until terminated in accordance with Paragraph VII.e., above or renewed by mutual written agreement.

The parties hereto have executed this MOU as of the last written date below.

**National Marrow-Donor Program**  
United States Department of Health

Chief Executive Officer  
Assistant Secretary for Preparedness and Response

Dated: 3/16/18  
Dated: 

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