

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL INSTITUTES OF HEALTH
AND THE
DEPARTMENT OF ENERGY**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to define the working relationship between the National Institutes of Health (NIH) and the Department of Energy (DOE) for the conduct of NIH grant supported research projects at the DOE laboratories in the biological and medical sciences.

II. BACKGROUND

NIH is a major source of Federal funding for investigator initiated and designed research projects in all aspects of biological and medical science. The primary instruments NIH uses to distribute these Federal dollars are peer-reviewed research grant programs such as the traditional research project grant (ROI), program project and center grants, or grants awarded from requests for applications. A large percentage of the U.S. research support in the biological and medical sciences comes from these grants, and the effectiveness of NIH's system for supporting extramural research and development is to a great degree the basis for the preeminence of the U.S. in this scientific area.

For many years NIH has been awarding these types of grants to the DOE laboratories for research in the biological and medical sciences and this grantor/grantee relationship has been mutually beneficial to both the NIH and DOE. Areas of NIH grant support at the DOE laboratories in the past have included basic molecular biology; DNA repair and genetics of viruses, mammalian cells, microorganisms, and small creatures; viral transformation in vitro, and neoplastic transformation by chemicals and radiation; structural biology and cellular biology; radiation biology and innovative modalities in radiation therapy; enhanced imaging techniques using radioisotopes for diagnosis and the use of positron emission tomography to study disease states and substance abuse.

III. POLICY

The ability of NIH to have access to the unique facilities and special expertise of the DOE laboratories greatly assists NIH in meeting its program goals and objectives. In addition, this NIH grant support is vital to the health of the biological and medical science research programs at the DOE laboratories, and clearly compliments and enhances the Department's own programs in these same research areas. This MOU is being established to promote and protect this longstanding and productive relationship between DOE and NIH which has allowed each agency to more effectively meet their national research missions and objectives.

IV. ADMINISTRATION

All research projects performed at the DOE laboratories supported by NIH grants shall be administered in accordance with (1) applicable statutes and regulations and (2) standard NIH and DOE policies and procedures, based on the type of organization (e.g., educational, for-profit), except as such policies and procedures may be amended by the provisions set forth below.

- A. The applicant/awardee organization on all grant applications submitted to NIH may be the DOE laboratory contractor as the entity most immediately responsible for the scientific and administrative conduct of the project, including the provision of assurances regarding the appropriate treatment of human subjects and laboratory animals.
- B. All NIH grant awards to DOE laboratory contractors will state that the cost principles governing the DOE laboratories, as outlined in the DOE Acquisition Regulations (section 970.31) and included in the laboratory's contract, shall apply to the expenditures from those awards.
- C. When consistent with the terms and conditions of the existing laboratory contract and the provisions of this MOU, NIH will apply expanded authorities to grant awards meeting the standard eligibility criteria. (NOTE: The additional cost provisions for program income do not apply to for-profit organizations.)
- D. At this time, in recognition of the substantial benefits derived from the NIH grant supported research by related DOE programs, DOE will waive the DOE Overhead Rate on all NIH grant awards to DOE laboratory contractors.
- E. At this time, NIH is unable to award funds specifically for laboratory directed research and development (LDRD) at the DOE laboratories. However, NIH does recognize the need for DOE to properly administer its LDRD program and, therefore, will not restrict the DOE laboratory contractors from recovering LDRD costs within the total funding included in NIH grant awards to DOE laboratory contractors.

V. FUNDING

The details of the levels of support to be furnished by NIH will be specified in the grants awarded under this MOU. The MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.

VI. RESPONSIBILITIES

Both DOE and NIH will designate an office/division to function as the agency's point of contact to resolve particular problems or policy matters pertaining to NIH grants at the DOE laboratories. This may include reviewing certain DOE laboratory costs (direct or indirect) and associated justifications, or addressing issues related to grant application or award procedures. These points of contact will consult with and obtain the concurrence of affected elements within their organizations in accordance with internal requirements and responsibilities. DOE and NIH have designated the following office/division to serve this purpose.

DOE

Office of Laboratory Policy
Office of Energy Research
(202) 586-5447

NIH

Office of Policy for Extramural Research Administration
Office of Extramural Research
(301) 435-0938

VII. AUTHORITY

This MOU is carried out within the statutory guidelines in the Atomic Energy Act of 1954, as amended, the Public Health Service Act, as amended, and related statutes.

VIII. DISCLOSURE OF INFORMATION

Decisions on the disclosure of information to the public regarding NIH grants awarded under this MOU shall be made in accordance with the Freedom of Information Act (5 U.S.C. 522) and standard DOE and NIH policies and procedures.

IX. EFFECTIVE DATE

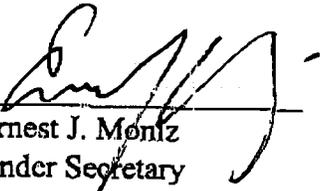
This MOU shall become effective upon the latter date of signature of the DOE Under Secretary and the Director of NIH. It shall remain in effect until amended or terminated by either party.

X. AMENDMENTS

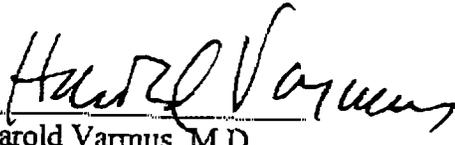
This MOU may be modified or amended by mutual written agreement between DOE and NIH.

XI. TERMINATION

This MOU may be terminated by the written agreement of DOE and NIH or by either party upon written notice to the other.

By 
Ernest J. Moniz
Under Secretary
Department of Energy

June 18, 1998
Date

By 
Harold Varmus, M.D.
Director
National Institutes of Health

June 18, 1998
Date