

MEMORANDUM OF UNDERSTANDING

between

**The NATIONAL INSTITUTE ON AGING
National Institutes of Health
U.S. Department of Health and Human Services**

and

The U.S. FEDERAL COMMUNICATIONS COMMISSION

concerning

Research and Development on Telecommunications Relay Service Technologies

December 12, 2013

This Memorandum of Understanding (MOU) sets forth the current understanding between the National Institute on Aging (hereinafter referred to as “NIA”) located at 31 Center Drive, Bethesda, Maryland, a component of the National Institutes of Health, an operating division of the U.S. Department of Health and Human Services, an agency of the United States Government, and the U.S. Federal Communications Commission (hereinafter referred to as “FCC”) located at 445 12th Street SW, Washington, DC. NIA and FCC are referred to herein individually as a “Party” and collectively as the “Parties.”

I. Purpose

The purpose of this MOU is to outline the current understanding of the roles and responsibilities of the Parties for a partnership to research the needs of potential users of Telecommunications Relay Service technologies. This joint initiative between NIA and FCC addresses their synergistic goals to improve the health and well being of older adults with hearing impairment or deafness. This MOU is not intended to transfer funds for research contemplated under this MOU. Any fund transfer under this partnership is carried out under Interagency Agreements (IAAs) that specify the services to be provided, as well as the terms and conditions of the fund transfer.

II. Authorities

The NIA enters into this MOU pursuant to sections 405(c) and 443 of the Public Health Service Act (PHSA), 42 U.S.C. § 284(c), § 285e, which permits NIH Institutes and Centers to collaborate with other public entities such as FCC in the development and support of multidisciplinary research and authorizes NIA to disseminate health information with respect to the aging process and the diseases and other special problems and needs of older adults.

The FCC enters into this MOU to carry out its responsibilities to make a rapid, efficient nationwide communication service available to all individuals and to ensure that interstate and intrastate telecommunications relay services are available, to the extent possible and in the most efficient manner, to hearing-impaired and speech-impaired individuals in the United States. See 47 U.S.C. § 151, 152, 225.

III. Term and Termination

- A. Term. This MOU shall be effective on the date first set forth above and will continue in effect until the earlier of: (a) six (6) years following the date of this MOU or (b) the satisfaction by each of the Parties of all of its obligations under this MOU.
- B. Termination. Either party shall have the right to terminate this MOU at any time for any reason (including if the other Party fails to perform any material obligation required under this MOU) and shall provide written notice to the other parties at least thirty (30) days before such termination. In the event of termination, the parties acknowledge that they may be required to meet other obligations under IAAs between the parties, such as a requirement to return any unobligated funds previously distributed to NIA by FCC.

IV. Roles and Responsibilities

- A. Developing Research Plans To Assess Technologies for Improving the FCC Telecommunications Relay Service (FCC TRS) and Other Telecommunications Relay Technology Effectiveness, Efficiency, and Satisfaction of Users
 - 1. FCC will collaborate with NIA to develop research plans to understand the use and assess and evaluate the effectiveness, efficiency, and user satisfaction of current and anticipated approaches to delivering the TRS, including incorporation of automated speech-to-text technologies and video + automated speech-to-text technologies.
 - 2. In order to share best practices and reduce duplication, NIA will share with FCC relevant NIA research activities related to telecommunications relay services and supporting the communication needs of older adults with reduced hearing or deafness.
 - 3. In order to inform NIA's research agenda in this area and to ensure that the FCC TRS program continues to meet users' needs, FCC will share with NIA research questions with the potential to improve, enhance, and bring efficiencies to the FCC TRS program.
 - 4. FCC and NIA will work together to host meetings, roundtables, or other events to discuss collaborative efforts and to assess and analyze research findings, policy proposals, and other items related to telecommunications relay services that can inform future research planning.
- B. Funding Research
 - 1. FCC may fund research contracts, meetings, and other activities to be administered by NIA through IAAs. FCC will collaborate with NIA to ensure that requests for proposals (RFPs) and other notices to solicit research incorporate language that sufficiently describes the needs of both Parties and the requirements of the funding mechanism. The Parties will develop a shared understanding of the text of the notices and selection criteria.
 - 2. The parties will ensure mutual understanding of key dates and roles of personnel involved in the procurement process and work with each other to ensure that the language in the IAAs clearly spells out the parameters of each effort to be undertaken.
 - 3. The Parties will ensure that contractors are selected based on criteria specified in the relevant IAAs, RFPs, and other notices to solicit research.

C. Ownership and Data Sharing

1. Work products may include research reports, papers, research findings, training curricula, data sets, books, patient tools, and other materials. The terms and conditions of the awards will confirm the expectation that such work products will be made accessible to the public as appropriate in accordance with NIA and FCC legal directives and authorities.
2. At the conclusion or during the progress of the research funded through this partnership, the Parties may host a workshop where each awardee will share information about what it has learned and its individual recommendations to FCC for future relay technology utilization.

V. General Provisions

- A. Parties' Relationship. FCC and NIA agree that this Memorandum is not intended to create an agency, partnership, or employment relationship of any kind, and all Parties agree not to contract any obligations in the name of the other or to use each other's credit or imply any endorsement in conducting any activities under this Memorandum. Both FCC and NIA are agencies of the United States government and subject to the requirements of federal law.
- B. Waiver. Any Party's waiver of or failure to exercise any right provided for in this Memorandum shall not be deemed a waiver of any further or future right under this Memorandum.
- C. Notices. All deliverables, notices, and other communications required by this Memorandum shall be in writing and shall be delivered either by mail delivery or by email. If delivered by mail, notices shall be sent by overnight mail delivery or by certified or registered mail, return receipt requested with all postage and charges prepaid. All notices and other written communications under this Memorandum shall be addressed as indicated below or as specified by subsequent written notice delivered by the party whose address has changed.

If to FCC:

Matt Quinn
Director of Healthcare Initiatives
Office of Strategic Planning & Policy Analysis
Federal Communications Commission
445 12th St., SW
Washington, DC 20554
(202) 418-1094

If to NIA:

Wen Chen
Program Director, Sensory and Motor Disorders of Aging
Behavioral & Systems Neuroscience Branch, Division of Neuroscience
National Institute on Aging
7201 Wisconsin Avenue
Bethesda, MD 20892-9205
(301)-594-7533

- D. Governing Law. This Memorandum shall be governed in all respects by Federal law as applied by the Federal Courts in the District of Columbia.
- E. Captions. The captions of each paragraph of this Memorandum are inserted solely for the reader's convenience and are not to be construed as part of the Memorandum.
- F. Severability. If any term or provision in this Memorandum is determined by a competent authority to be unenforceable, void, or contrary to law, all other terms and provisions of this Memorandum shall continue in full force and effect.
- G. Entire Memorandum, Amendment. This Memorandum constitutes the entire agreement between the Parties and supersedes all prior writings or oral agreements. No additional terms or conditions are applicable. This Memorandum may be amended only by a writing clearly setting forth the amendments and signed by all three (3) Parties thereto.
- H. Counterparts. This Memorandum may be executed in two (2) or more counterparts, by manual, facsimile signature, or electronic transmission pursuant to which the signature of or on behalf of the signing party can be seen, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Memorandum as of the date first set forth above.

National Institute on Aging, National Institutes of Health

By: _____
Marie A. Bernard, M.D.
Deputy Director
National Institute on Aging

Federal Communications Commission

By: _____
Tom Wheeler
Chairman
Federal Communications Commission