



Centers for Disease Control
and Prevention (CDC)
Atlanta GA 30341-3724

Date: March 4, 2005

From: Montrece McNeill Ransom, PHLP, CDC
Attorney Analyst

Subject: Memorandum of Understanding (MOU) Between the American Bar
Association (ABA) and the Centers for Disease Control and Prevention
(CDC)

Attached you will find the original, signed version of the Memorandum of Agreement between the American Bar Association (ABA) and the Centers for Disease Control and Prevention (CDC), which will be maintained in the Public Health Law Program, Office of the Chief of Public Health Practice.

CDC and HHS logos are not in the public domain, but are registered, proprietary trademarks. ***Please note: this MOU does not grant the ABA authority to use the CDC logo without first entering into a licensing agreement with the CDC.*** Licensing agreements that may fall under the scope of this MOU will be initiated by the Public Health Law Program, CDC at the request of the ABA.

Attachment: Memorandum of Understanding between ABA and CDC

#2199

MEMORANDUM OF UNDERSTANDING
between the
American Bar Association
and the
Centers for Disease Control and Prevention

I. Purpose and Scope:

The Centers for Disease Control and Prevention (CDC), through its Public Health Law Program, works to develop educational tools and products to advance the use of law as a tool to improve the public's health. Successful development, piloting, evaluation, and dissemination of public health legal materials require multi-disciplinary expertise in a myriad of public health areas and legal specialties. The CDC intends to take advantage of the significant legal expertise that exists within the membership and sections of the American Bar Association (ABA). Therefore, wherever appropriate and mutually beneficial, the ABA and CDC seek to collaborate and share information and resources related to public health law and legal preparedness.

The initial focus of the CDC-ABA partnership will be on strengthening communities' legal preparedness for public health emergencies. CDC and the ABA, however, are committed to expanding the partnership to encompass a broad spectrum of the practices of public health and the law. To this end, the partnership plans to address issues of concern not only to health care lawyers, but also to those who practice business law, family law, the law of science and technology, and other legal specialties. In addition, the partners envision the partnership growing to address legal issues related to chronic diseases (e.g. cancer, diabetes, and heart disease), as well as environmental health risks, intentional and unintentional injuries, and other public health threats.

This Memorandum of Understanding sets forth the basic principles and guidelines under which the parties will work together in this partnership capacity.

II. Partners:

The CDC is recognized as the lead federal agency for protecting the health and safety of people - at home and abroad, providing credible information to enhance health decisions, and promoting health through strong partnerships. CDC serves as the national focus for developing and applying disease prevention and control, environmental health, and health promotion and education activities designed to improve the health of the people of the United States. CDC seeks to accomplish its mission by working with partners throughout the nation and world to monitor health, detect and investigate health problems, conduct research to enhance prevention, develop and advocate sound public health policies, implement prevention strategies, promote healthy behaviors, foster safe and healthful environments, and provide leadership and training.

With a membership of more than 400,000, the ABA is composed principally of practicing lawyers, judges, court administrators, law teachers, public service lawyers, and many non-practicing lawyers. As the world's largest voluntary professional association, the ABA has long served a dual role as advocate for the profession and for the public. With the growing complexity of society and our legal system, the ABA's public role has gained both emphasis and breadth. In addition, the ABA has initiated hundreds of programs addressing a wide

range of public concerns, including child abuse, problems of the elderly, legal services, domestic violence, and juvenile crime.

III. Terms and Conditions:

- (a) In order to enable close and effective collaboration, it is agreed that the scope of cooperative activity will be reviewed annually. Both the CDC and the ABA will, from time to time, designate units or sections within their respective organizations and a chief contact within that unit or section to implement and coordinate the MOU. The chief contacts shall confer on a regular basis to discuss and direct activities under the MOU. The CDC, Office of the Director and the ABA Office of the President, with significant input from chief contacts, will prepare an annual report on collaborative activities.
- (b) The chief contacts in the designated unit or section shall use a process of joint decision making to identify and conduct activities pursuant to this MOU--including consensus on the scope of work; deliverables and delivery dates; anticipated products and outcomes; periods of performance; levels of funding and resources to be provided for each activity by the parties; and any other appropriate and necessary aspects of mutual activities.
- (c) The chief contacts shall seek to resolve any dispute concerning the MOU through good-faith discussions.
- (d) Both CDC and ABA reserve the right to commit resources to a given collaborative activity at the discretion of the organization. The MOU is not an authorization for the exchange of financial resources between the partners. Specifically, it does not authorize CDC to transfer federal resources to the ABA or its constituent parts.
- (e) Publications and other information related to collaborative activities will be made public only pursuant to each partner's prior approval. All intellectual property and other content produced by CDC will be in the public domain.

IV. Effective Date:

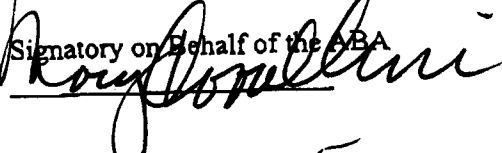
This MOU is effective upon the signature of the parties and will remain in effect unless and until terminated as provided under Article V.

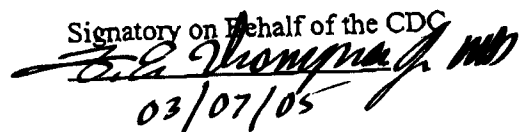
V. Amendment and Termination:

This MOU may be amended by the partners upon their mutual agreement and may be terminated by either partner upon notice to the other partner.

VI. Official Authorization:

The signatories below hereby authorize this agreement, effective on the date indicated.

X
 Signatory on Behalf of the ABA


Signatory on Behalf of the CDC

 03/07/05

Date: 01-31-05

