



MEMORANDUM OF UNDERSTANDING

Between

AND

**Centers for Disease Control and Prevention
National Center for Chronic Disease Prevention and Health Promotion
Division of Diabetes Translation**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between _____ and the National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP) and its Division of Diabetes Translation (DDT) in order for your organization to be listed on the CDC DDT website as a Provider of training for lifestyle coaches or master trainers to deliver the National Diabetes Prevention Program (National DPP) lifestyle change intervention. To be listed on the CDC DDT website, your organization must agree to the following four conditions: 1) Provide lifestyle coach or master trainer training predominantly to organizations that have pending or will apply for CDC recognition; 2) Provide training to individuals using a CDC-approved curriculum; 3) Provide training across the United States, e.g., organization must have a national reach; and 4) organization should not be inconsistent with CDC's public health mission.

The mission of CDC is to promote health and quality of life by preventing and controlling disease, injury, and disability. CDC seeks to accomplish its mission by working with partners throughout the nation to monitor health, detect and investigate problems, conduct research to enhance prevention, develop and advocate sound public health practice and implement prevention strategies, promote healthy behaviors, foster safe and healthful environments, and provide leadership and training.

BACKGROUND

The National DPP is based on a body of evidence that demonstrates moderate weight loss through lifestyle change prevents or delays type 2 diabetes. A key component of the National DPP is training to achieve an adequate workforce to effectively deliver the National DPP lifestyle change intervention. By working together _____ and CDC can assist interested stakeholders in identifying organizations that provide training for lifestyle coaches and master trainers.

This MOU outlines the responsibilities and expectations of both CDC and _____.

PURPOSE

The purpose of this MOU is to facilitate access to organizations that effectively train lifestyle coaches and masters trainers in communities. The specific conditions for _____ include:

1. Provide lifestyle coach or master trainer training predominantly to organizations that have pending or will apply for CDC recognition.
2. Provide training using a CDC – approved curriculum.



3. Provide training across the U. S., e.g., organization must have a national reach.
4. Organization should not be inconsistent with CDC's public health mission.

The goal of the partnership is to increase the number of trained lifestyle coaches and master trainers to effectively implement the National DPP lifestyle change intervention. The benefit of this partnership is to increase access to the lifestyle change intervention for people at high-risk for type 2 diabetes to delay or prevent the onset of type 2 diabetes.

RESPONSIBILITIES

CDC will provide the following:

1. Maintain a list of organizations that meet the requirements in this MOU and post on the CDC DDT website.

The _____ will provide the following:

1. A monthly report to CDC on the number of master trainers and lifestyle coaches they trained each month and a cumulative total to date.

FUNDRAISING/SOLICITATION

_____ will make clear, in any solicitation for funds to cover the cost of its activities that _____, not HHS or CDC, is asking for the funds. _____ will not imply that HHS or any component agency, endorses any fundraising activities in connection with these activities. _____ will make clear to donors that any gift will go solely toward defraying the expenses of _____, not HHS or CDC expenses.

PUBLICITY AND ENDORSEMENTS

_____ will not use the name of HHS, or any component agencies, except in factual publicity. Factual publicity includes dates, times, locations, purposes, agendas and fees involved with the training for lifestyle coaches and master trainers. Such factual publicity shall not imply that the involvement of HHS or CDC serves as an endorsement of the general policies, activities, or products of _____; where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. _____ will clear all publicity materials for the event with HHS and CDC to ensure compliance with this paragraph.

By entering into this MOU, CDC does not directly or indirectly endorse any particular organization, product, or service, whether directly or indirectly related to this agreement.

INTELLECTUAL PROPERTY

This MOU does not, and is not intended to; transfer to either party any rights in any intellectual property of the other party. To the extent allowable, HHS and CDC shall maintain full rights to re-use the content and material that it provides for any and all CDC purposes, and/or to share with other collaborators or requestors.

The use of the CDC logo on materials and publications can only be used with express permission from CDC.



TRADE SECRET OR COMMERCIAL INFORMATION

CDC does not expect to receive confidential or proprietary information under this MOU, and none is required in order to be listed on the website.

PUBLIC AVAILABILITY

This partnership agreement shall be publicly available.

LEGAL AUTHORITY

This MOU is authorized by Section 399V-3 of the Public Health Service Act, 42 280g-14.

FUNDING

In general each party is expected to bear the costs of its participation in this project. Nothing in this Agreement shall obligate the _____, HHS, or CDC to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

LIABILITY

Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while conducting activities under and pursuant to this Agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act, [28 U.S.C. 2671-80 (1976)].

GOVERNING LAW

This MOU shall be governed by applicable federal law.

ENTIRETY

This MOU represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of this MOU.

EFFECTIVE DATE

This MOU will become effective on the date of the last signatory to the agreement.

REVISIONS/AMENDMENTS

It is understood and agreed that the Parties may revise or modify this MOU by written amendment hereto, provided such revisions or modifications are mutually agreed upon.

TERMINATION

This MOU is entered into voluntarily by all Parties, and may be modified by mutual consent of authorized officials from _____ and CDC. This MOU may be terminated by either party with thirty (30) days advance written notice. This MOU does not have an official termination date, however, CDC will periodically evaluate and ensure that all parties are in compliance with the terms outlined in this MOU. Either party may terminate this MOU immediately upon a material breach of this MOU, and thus the organization's name and information would be removed from the CDC DDT website.



Partner Signatory

Date

CDC Signatory
Director, National Center for Chronic Disease Prevention
and Health Promotion/
Centers for Disease Control and Prevention

Date