the purchase or sale of products and services provided by specific commercial entities as part of this effort.

Authority: For EPA: Clean Water Act Section 104, NEPA Section 102(2)(G), For FDA: Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 393.

Period of Agreement: This MOU will become effective when approved by the indicated signatories for the U.S. Food and Drug Administration's Center for Food Safety and Applied Nutrition and the U.S. Environmental Protection Agency's Office of Water and will continue in effect for five years. Either party may terminate this MOU by providing written notice to the other party. The termination will be effective upon the sixtieth calendar day following notice, unless a later date is set forth. The parties agree to evaluate the MOU at least once in the five-year period of the MOU at which time the parties may agree to continue, modify, or cancel the MOU.

BENJAMIN H. GRUMBLES
Assistant Administrator for Water

U.S. Environmental Protection Agency

6/8/05
Date

ROBERT E. BRACKETT, Ph D.
Director, Center for Food Safety
and Applied Nutrition
U.S. Food and Drug Administration

6/3/05
Date

[FR Doc. 05–13707 Filed 7–12–05; 8:45 am]
BILLING CODE 4160–01–C

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

[FDA 225–03–8004]

Memorandum of Understanding Between the Food and Drug Administration and the Food and Drug Administration Alumni Association, Inc.

AGENCY: Food and Drug Administration, HHS.

ACTION: Notice.

SUMMARY: The Food and Drug Administration (FDA) is providing notice of a memorandum of understanding (MOU) between the Food and Drug Administration and the Food and Drug Administration Alumni Association, Inc., (FDAAA). FDA and FDAAA agree to partner on future specific undertakings that are considered beneficial to both organizations, are directly related to the mission of FDA, and are within FDA's statutory authorities.

DATES: The agreement became effective March 3, 2003.

FOR FURTHER INFORMATION CONTACT: Mary Hitch, Office of External Affairs (HF–10), Food and Drug Administration, 5600 Fishers Lane, Rockville, MD 20857, 301–827–4406, e-mail: *Mary.Hitch@fda.gov.*

SUPPLEMENTARY INFORMATION: In accordance with 21 CFR 20.108(c), which states that all written agreements and MOUs between FDA and others shall be published in the **Federal Register**, the agency is publishing notice of this MOU.

Dated: June 30, 2005.

Jeffrey Shuren,
Assistant Commissioner for Policy.

BILLING CODE 4160–01–S

DEPARTMENT OF HEALTH & HUMAN SERVICES

Food and Drug Administration
Rockville MD 20857

March 3, 2003

Mr. John C. Villforth
Chairman, Board of Directors
Food and Drug Administration Alumni Association, Inc.
7200 Wapello Drive
Derwood, Maryland 20855

Dear Mr. Villforth:

I am very pleased that FDA and the Food and Drug Administration Alumni Association, Inc. (FDAAA) have entered into a Memorandum of Understanding (MOU) (copy enclosed). The MOU describes in general how we will work together in the future. I understand we will be pursuing specific partnering activities and to facilitate this, I have asked Dr. Lester M. Crawford to serve as FDA's contact. I also understand the FDAAA has already identified several activities, some of which may be covered by possible future agreements between FDA and the Association. These include:

- assisting in education and promotion of FDA's consumer protection and public health mission among the public and Agency stakeholders;
- providing advice and assistance to FDA in planning and implementing the Agency's centennial observance in 2006; and
- identifying alumni and their specific experience and expertise through creation of a new database.

My FDA colleagues and I look forward to a long and beneficial partnership.

Sincerely,

Mark B. McClellan, M.D., Ph.D.
Commissioner of Food and Drugs

This agreement may be terminated by either party by providing the other party with 5 working days' advance written notice of such termination.

Signatures

Accepted for the FDA

Mark B. McClellan, M.D., Ph.D.
Commissioner of Food and Drugs

3/3/03
Date

Accepted for the FDAAA

John C. Villforth
Chairman, Board of Directors
Food and Drug Administration
Alumni Association, Inc.

March 3, 2003
Date

DEPARTMENT OF HEALTH & HUMAN SERVICES

Food and Drug Administration
Rockville MD 20857

225-03-8004

Memorandum of Understanding

This Memorandum is for the purpose of documenting an understanding between the Food and Drug Administration (FDA), Department of Health and Human Services (DHHS), and the Food and Drug Administration Alumni Association, Inc. (FDAAA). FDA and FDAAA agree to partner on future specific undertakings that are considered beneficial to both organizations, are directly related to the mission of FDA, and are within FDA's statutory authorities.

The FDAAA is a non-profit educational public service organization of former (voting) and current FDA (non-voting)[1] employees, incorporated in the state of Maryland for the purposes of providing education and professional development regarding public health, sponsoring humanitarian outreach programs entailing training and technical assistance, and promoting public education concerning public health. It is understood by the parties that the FDAAA does not engage in lobbying activities at the Federal, State or local level.

It is understood that FDA and FDAAA may work together on selected activities and efforts. FDA and FDAAA will formalize such activities in specific agreements. FDA will use appropriate legal mechanisms to enter into such agreements. Such agreements will be based on current authorities, which could include the Federal Acquisition Regulation and the Grants, and Cooperative Agreements Act of 1977, Chapter 63 of Title 31 of the United States Code, entitled Using Procurement Contracts and Grants and Cooperative Agreements, 31 U.S.C. § 6301-6308. To the extent that FDA will be getting advice and recommendations from either FDAAA or its members, such will be done consistent with the Federal Advisory Committee Act, 5 USC Appendix II. For any collaborative research projects, the parties may decide to enter into a Cooperative Research and Development Agreement (CRADA) under 15 U.S.C. § 3710a, "Cooperative Research and Development Agreements." Under Title 42, United States Code, 209(f), the FDA may employ individuals as Experts and Consultants in scientific occupations with or without compensation. Under the terms of such agreements, FDAAA and FDA may collaborate using the experience and training of alumni that are of value to FDA in accomplishing its public health mission. It is also understood that such agreements must be within the scope of FDA's appropriations, authorities, and governing regulations.

With the concurrence of their supervisors, FDA employees may participate in meetings and activities related to this partnership and may work with FDAAA on collaborative efforts that are part of their official duties and are within the scope of the FDA mission.

1 Current FDA employees may request membership in FDAAA as Associate Members; as such, they are non-voting members and have no governance responsibilities in the organization.

[FR Doc. 05–13765 Filed 7–12–05; 8:45 am]
BILLING CODE 4160–01–C