

MEMORANDUM OF UNDERSTANDING

**The Indian Health Service,
United States Public Health Service, Department of Health and Human Services,**

and

NIKE, Inc.

This Memorandum of Understanding (MOU) is made this 19th day of November, 2003, by and between NIKE, Inc. (NIKE), an Oregon corporation with principal place of business at One Bowerman Drive, Beaverton, OR 97005-6453 and the Indian Health Service (IHS), an agency of the United States Public Health Service, Department of Health and Human Services (HHS).

I. PURPOSE

The purpose of this MOU is to encourage cooperation and collaboration between NIKE and the IHS and to identify opportunities for NIKE and the IHS to work together to inform and educate American Indian and Alaska Native (AI/AN) individuals and communities about healthy lifestyles and healthy choices. The goal of the parties' collaboration is to use the strengths and expertise of both organizations to improve and enhance the health and fitness of AI/ANs throughout the United States.

The MOU also will support the President's *HealthierUS* initiative and the Secretary's prevention initiative, *Steps to a HealthierUS*, both of which share the goal of helping Americans live longer, healthier lives. The President's *HealthierUS* initiative is based on four pillars important to all Americans: eat a nutritious diet, be physically active, get the appropriate preventive screenings, and make healthy lifestyle choices. The Secretary's *Steps to a HealthierUS* advances the President's initiative by focusing on the prevention of chronic diseases and conditions (diabetes, asthma, heart disease and stroke, and cancer) and associated risk behaviors (poor nutrition, physical inactivity, tobacco use, and youth risk-taking).

The mission statements of NIKE and the IHS reflect common goals and support this collaboration:

NIKE: To bring inspiration and innovation to every athlete* in the world. **"If you have a body, you are an athlete."* Bill Bowerman.

IHS: The mission of the IHS, in partnership with American Indian and Alaska Native people, is to raise their physical, mental, social and spiritual health to the highest level.

AI/AN people suffer health problems at rates that are significantly higher than the rates in the general U.S. population. Diabetes rates are 2.6 times greater, cardiovascular disease is nearly double, and overweight and obesity rates for AI/AN school-aged youth are more than twice the rate of their peers in the general population.

The IHS's Health Promotion Initiative to Eliminate Health Disparities is a collaborative effort among Tribes, Tribal Leaders, Urban Indian Health programs, other Federal agencies, foundations and businesses to improve the overall health of AI/ANs through a focus on healthy lifestyles and healthy choices for individuals and communities. This MOU presents an opportunity for both the IHS and NIKE to address health and social-lifestyle choices in AI/AN communities that contribute to disease and other medical conditions. This MOU demonstrates NIKE's commitment to bring inspiration and innovation to AI/AN communities. Under this MOU, the IHS and NIKE will launch a campaign with a series of healthy lifestyle messages for AI/ANs. The campaign will focus on bringing the best health information to AI/AN communities to help those communities gain a better understanding of why it is so important for every individual to exercise at any age, particularly those individuals with diabetes. (The IHS and NIKE hope to motivate AI/AN individuals to take charge of their health with a healthy exercise program.)

II. COMMON GOALS

NIKE and the IHS agree to collaborate in the following areas:

- Promote healthy lifestyles and healthy choices for all AI/ANs through program activities, such as co-sponsored educational and informational events, marathons, and sports demonstrations.
- Improve communication with and among Tribes and Tribal organizations to exchange information relevant to healthy lifestyles and fitness choices in an effort to combat diabetes, a disease that affects nearly 13 percent of the AI/AN population.

The IHS has no legal authority to become involved in any activities NIKE may engage in to market its products to Tribes. This MOU, therefore, does not contemplate that the IHS will engage in any marketing or endorsement activities or in the promotion of a vendor relationship between NIKE and the Tribes, Tribal Leaders, or Urban Indian Health programs.

III. PUBLICITY

This MOU is not an endorsement of NIKE products and should not be interpreted by Tribes, Tribal organizations, or the public as such. The IHS may publicize and announce co-sponsored educational and informational events, marathons, and sports events that the IHS deems beneficial to AI/AN people in the areas of health, physical fitness, and sports, but such publicity should NOT be construed as an endorsement that allows the use of the IHS or HHS name or logo in NIKE advertisements.

The IHS agrees not to issue any press release or other public announcement which includes NIKE's name or references NIKE. The IHS or HHS may not use trademarks, service marks, or logos owned by NIKE or its affiliates.

NIKE agrees not to issue any press release or other public announcement which includes language that appears to be an endorsement by the IHS or HHS of any of its products. NIKE agrees not to issue any press release or other public announcement which names or includes reference to the IHS or HHS. The IHS or HHS name or the logo(s) may not be used in advertising any NIKE product.

IV. REPRESENTATIVES OF THE PARTIES:

Each party will designate a representative to deliver and receive notices and other communications, and to manage the relationship between NIKE and the IHS. As of the effective date of this MOU, the parties' representatives are:

NIKE, Inc.
Sam McCracken
Manager of Native American Business
One Bowerman Drive
Beaverton, OR 97005
(503) 671-3281

Indian Health Service
Leo Nolan
Senior Policy Analyst for External Affairs
801 Thompson Avenue, Suite 400
Rockville, MD 20852
(301) 443-7261

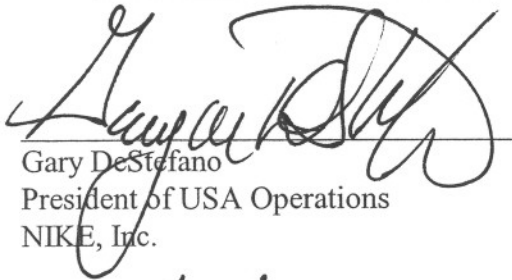
V. PERIOD OF AGREEMENT/MODIFICATION/CANCELLATION

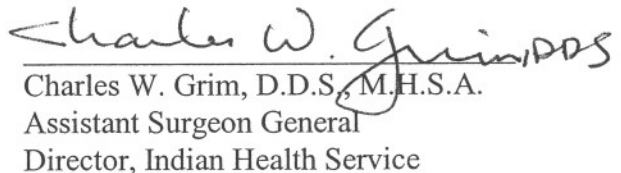
This MOU shall be in effect upon the signature of both parties. Any modifications to this MOU must be by mutual written consent and signed by both parties. Either party may terminate this MOU without incurring any liability by giving written notice at least 30 days in advance.

VI. COSTS AND EXPENSES

Each party will bear its own costs incurred in connection with performance of its obligations under this MOU.

VII. AUTHORIZING SIGNATURES


Gary DeStefano
President of USA Operations
NIKE, Inc.


Charles W. Grim, D.D.S., M.H.S.A.
Assistant Surgeon General
Director, Indian Health Service

Date 11/12/03

Date 11-19-03