

1/7/05  
01/07/05

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNIVERSITY OF GUAM  
AND THE  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

This Memorandum of Agreement is made and entered into on this 27 day of December, 2004, by and between the University of Guam (UOG) and the Guam Department of Public Health and Social Services (DPHSS).

**WHEREAS**, cancer is a leading cause of morbidity and mortality on Guam; and

**WHEREAS**, available data suggest that the impact on our community of illnesses due to cancer may be increasing; and

**WHEREAS**, the 9<sup>th</sup> Guam Legislature designated the responsibility for establishing and maintaining a Guam Cancer Registry with the DPHSS; and

**WHEREAS**, the Guam Cancer Registry has been duly established within the Office of Epidemiology and Research of the DPHSS and has produced three reports on the status of cancer on Guam; and

**WHEREAS**, the University of Guam has established a research center to facilitate and promote the study of cancer on Guam by its faculty and students, funded through the National Institutes of Health; and

**WHEREAS**, the UOG, in partnership with the University of Hawaii, has obtained federal grant funds to establish a Cancer Research Center of Guam on their campus for the above purpose; and

**WHEREAS**, both the UOG and the DPHSS agree that it is in the best interest of the people of Guam to establish a partnership with the Guam Cancer Research Center on the university campus thereby facilitating research into unique aspects of the occurrence of cancer among the ethnic groups represented on Guam;

**NOW, THEREFORE**, in consideration of the foregoing, the UOG and the DPHSS hereby agree to the following:

**1. THE UNIVERSITY OF GUAM AGREES TO:**

- A. Provide a secure environment for any Cancer Registry activities that will assure confidentiality of collected data.
- B. Comply with guidelines set forth in the Regulations of the Guam Cancer Registry regarding access to data collected by or for the Registry.
- C. Appoint a person designated by the Director of DPHSS to serve as co-director of the Guam Cancer Registry.

- D. Assist the DPHSS to provide complete and timely recording of all new cases of cancer occurring among the residents of Guam subsequent to this agreement.
- E. Assist the DPHSS to maintain annual active follow-up procedures to collect complete information on cancer-directed treatment on all reported cases of cancer in the Guam Cancer Registry.
- F. Maintain confidential data so that an unduplicated count of cancer cases is assured, information from multiple reporting sources pertaining to the same cancer case is accurately amalgamated, follow-up information on patient survival is obtained, and accepted rules used to distinguish cancer recurrence from new primary cancers are followed.
- G. Work with DPHSS to collect information on demographic characteristics of cancer patients, diagnostic procedures, extent of disease, and the course of cancer-directed treatments.
- H. Provide assistance to ensure the fullest utilization of cancer data resources through:
  - a. The analysis and publication of data that do not lead to the identification of any individual;
  - b. Developing research projects based on analysis of Registry data;
  - c. Supporting and maintaining the cooperation of local physicians in special studies of new cancer therapies;
  - d. Providing presentations and/or answering questions on the status of the Cancer Center of Guam's program when requested by the public, special cancer advocacy groups or the press; and
  - e. Preparing and distributing an annual report on activities of the Guam Cancer Registry within the Cancer Center of Guam's purview, including its accomplishments and significant findings.

**2. THE DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES AGREES TO:**

- A. Permit access of employees of the Cancer Research Center of Guam to official records of the DPHSS, including patient records and death certificates.
- B. Designate an employee to serve as liaison to the University of Guam Cancer Research Center tumor registry project.
- C. As requested, to assist in the design and implementation of epidemiologic studies on the incidence and risk factors of cancer on Guam.
- D. Through its Office of Public Health Education, produce and disseminate public information regarding cancer on Guam.

**IT IS MUTUALLY AGREED:**

- 1. That this AGREEMENT may be terminated by either party upon thirty (30) days written notice.
- 2. The terms of this AGREEMENT may be revised or amended in writing by mutual consent as conditions or circumstance warrant.

- 3. That in the event that this AGREEMENT is terminated, the Guam Cancer Registry remains under the control of the DPHSS.
- 4. That this AGREEMENT shall become effective immediately upon the signing of the Governor of Guam and shall remain in effect until revoked or terminated as indicated above, suspended, or amended in writing as approved by both parties.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on the dates indicated by the respective names:

**University of Guam:**

**Department of Public Health and Social Services:**

Harold L. Allen

Peter John Camacho, M.P.H.

Harold L. Allen, Ph.D.  
President

Mr. Peter John Camacho, M.P.H.  
Director

Date: 12/27/04

Date: 12/27/04

**Approved**

**Approved as to Legality and Form:**

Victoria M.Y. Renacia

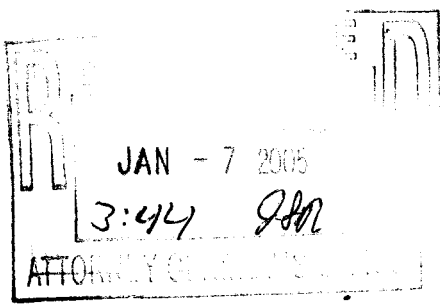
Joseph B. Moylan

Ms. Victorina M.Y. Renacia, Legal Counsel

Douglas B. Moylan, Attorney General

Date: 1/5/04

Date: 1/11/05



Felix P. Camacho

Felix P. Camacho, Governor of Guam

Date: 2/24/05