

Congress of the United States
House of Representatives
Washington, DC 20515-4606

July 6, 2022

Dr. James Le Duc
Former Director, Galveston National Laboratory
301 University Blvd.
Galveston, Texas 77555-1019

Dear Dr. Le Duc:

I am writing today to seek answers to questions raised in the wake of University of Texas Medical Branch (UTMB) documents released under the Texas Public Information Act to the U.S. Right to Know nonprofit organization.¹ The documents raise important questions regarding your involvement in agreements and compromising connections with the Wuhan Institute of Virology (WIV), the Chinese Academy of Sciences, and the Chinese Academy of Medical Sciences.

One document, a Memorandum of Understanding (MoU) between UTMB and the WIV dated October 20, 2017, is particularly concerning. The MoU was signed by yourself in your role as UTMB Investigator, Carolee A. King, UTMB's Senior Vice President and General Counsel, WIV Director General Xinwen Chin,² and WIV Coordinator Zhiming Yuan.³ Among the provisions of the MoU, the 'memory hole' provision in Section XVI raises serious concerns:

iii) The confidentiality obligation shall be applicable throughout the duration of the MoU and after it has been terminated. The party is entitled to ask the other to destroy and/or return the secret files, materials and equipment without any backups.

The federal government has awarded over \$2.5 billion in grants from the National Institutes of Health (NIH)⁴ plus hundreds of millions in grants and contracts from other federal agencies to UTMB.⁵ It is concerning that any public institution receiving federal government funding would enter into a cooperation agreement with an entity controlled by the Chinese Communist Party (CCP). Further, though UTMB may not be alone, it raises serious concerns that a prominent recipient of federal taxpayer dollars would enter into an agreement with any foreign entity—but especially an adversary—with such a glaring 'memory hole' provision that authorizes research materials and files to be destroyed upon request.

As more evidence seems to suggest that SARS-CoV-2 originated from the WIV and cannot conclusively be ruled out as the source, it is essential to have a clear understanding of knowledge transfers between China and the United States. Even before the virus infected the U.S. homeland, the WIV's removal of its largest database of viral sequences in September 2019 raises serious questions about WIV's intent to participate in a fair research data exchange with the U.S.⁶

¹ <https://usrtk.org/biohazards-blog/wuhan-iab-can-delete-data/>

² https://www.uni-due.de/imperia/md/content/sgvivi/sgvivi_biosketch-xinwen_chen-210323.pdf

³ <https://usrtk.org/wp-content/uploads/2022/04/Formal-Cooperative-Agreement.pdf>

⁴ https://reporter.nih.gov/search/1fmP9PSBK0CpssEto_YJhg/projects/charts

⁵ <https://www.usaspending.gov/search/?hash=7051763a79f47aeae344ac99ae8f362f>

⁶ <https://gop-foreignaffairs.house.gov/wp-content/uploads/2021/08/ORIGINS-OF-COVID-19-REPORT.pdf#page=56&zoom=auto,-265,40>

Further, the November 2016 and October 2017 National Institutes of Health (NIH) Grants Policy Statement requires recipients to “retain financial and programmatic records supporting documents, statistical records, and all records that are required by the terms of the grant.”⁷ Recipients that have a qualified foreign component are required to receive prior approval from the NIH.⁸ UTMB is also required to retain records under Federal and Texas law, including what is laid out under UTMB’s Records Retention Schedule.⁹ The MoU you signed between UTMB and the WIV appears to conflict with these requirements.

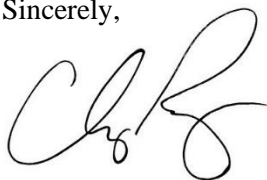
As Congress looks to safeguard Americans from national security risks, it is essential that we understand why federal grant recipients are entering into partnerships with institutions in adversarial countries and under what circumstances. Therefore, we request information from you regarding the interactions and agreements between UTMB and the WIV under your leadership.

Please answer the following by August 5, 2022:

1. Did you receive any requests to enact the provision to either destroy or return files, documents, data, research materials or equipment? If so, please provide the date(s), name(s) of the requesting individuals and describe your response(s).
2. Did either party request a modification to the agreement and if so, please provide copies of all modifications.
3. Did Carolee King believe the ‘memory hole’ clause was consistent with the National Institutes of Health (NIH) grant policy terms and conditions, such as section 8.4.2 of the November 2016 or October 2017 NIH Grants Policy Statements?¹⁰ Please explain her rationale for agreeing to this MoU.
4. As the agreement between UTMB and the WIV is a foreign component of NIH grants, did you or any personnel at UTMB seek and receive prior approval from the NIH per 8.1.2.10 under NIH grant terms and conditions? If so, please provide the communication between NIH and UTMB.
5. Did you in your official capacity at UTMB enter into any other MoUs with other laboratories in China or any other foreign countries? If so, please either provide copies of those agreements or confirmation that no other such agreements have been or are in effect. Please explain the circumstances and discussions that precipitated UTMB’s agreement with the WIV.

Thank you for your attention to this important matter.

Sincerely,



Chip Roy
Member of Congress

CC: Carolee A. King, Senior Vice President and General Counsel

⁷ https://grants.nih.gov/grants/policy/nihgps/nih_gps_2017.pdf#page=228

⁸ https://grants.nih.gov/grants/policy/nihgps/nih_gps_2017.pdf#page=201

⁹ <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/723.PDF>

¹⁰ https://grants.nih.gov/grants/policy/nihgps/nih_gps_2016.pdf#page=224