

**Memorandum of Agreement
Between the
Department of Defense and the National Aeronautics and Space Administration
On Use of the Solutions for Enterprise-Wide Procurement (SEWP) Contract**

Introduction. In recognition of the mutual agreement of the undersigned parties to work together as Federal partners and to demonstrate their commitment to achieve compliance with acquisition, Federal assistance and other related policies and applicable regulations, the Department of Defense (DoD) and the National Aeronautics and Space Administration (NASA) hereby enter into this Memorandum of Agreement (MOA). The MOA relates to acquisitions under NASA's Government Wide Acquisition Contract (GWAC) known as the Solutions for Enterprise-Wide Procurement (SEWP).

Authority. The MOA is entered into under the authority of the Clinger-Cohen Act of 1996, (formerly the "Information Technology Management Reform Act of 1996"), 40 U.S.C. §§ 11101, et seq., at Section 11314(a) (3).

Background. DoD spends billions of dollars each year using non-DoD assisting agencies to procure supplies and services. This has proven to be an effective way to support DoD's mission. For this reason, the continued use of non-DoD assisting agencies is encouraged when it is determined to be in the best interests of the government.

Definitions. The following terms define the meaning of words used in this MOA:

"Assisting Agency" is NASA as established by the National Aeronautics and Space Act of 1958, 42 U.S.C. 2451 et. seq.

"Order" is a delivery order placed by DoD utilizing the SEWP contracts and services.

"Procurement services" are those services including pre- and post-order support and delivery order tracking, related to placing delivery orders against the SEWP contracts.

"Requesting Agency" or "Procuring Agency" is DoD or their authorized procurement activity.

Purpose. DoD and NASA share a single objective of providing best value goods and services, in a timely manner, in support of the warfighter. The MOA establishes a framework for the relationship to support the mission of both agencies and to improve efficiencies and leverage resources and capabilities. In particular, the MOA establishes procedures for the use of the SEWP contract by DoD.

Services/Products. SEWP contract holders offer a variety of Information Technology (IT) products and product solutions (such as installation, training and warranty) for acquisition by DoD.

Principles. Both agencies recognize the benefit of coordinating their respective efforts. This MOA lays the foundation for a collaborative effort that will improve efficiencies and leverage resources and capabilities within each agency. In carrying out their respective responsibilities, each agency will:

- Ensure that accurate data are captured and reported;
- Ensure a collaborative effort between appropriate individuals throughout the acquisition; and
- Ensure that the responsibilities of DoD personnel and NASA personnel are implemented in a coordinated and consistent manner.

Responsibilities of the Parties. The Agencies agree to the following:

- As the requesting-procuring agency, DoD is responsible for all funding and for meeting all DoD-specific policies and regulations. This includes ensuring that fund commitments and accounts are consistent with statutory authority.
- NASA, which manages and oversees the SEWP GWAC, is responsible for the following:
 - Operates the SEWP contracts as Executive Agent to Office of Management and Budget (OMB) pursuant to the Government Management Reform Act of 1994 (GMRA), Pub. L. No. 103-356 §403, 108 Stat. 3410 (1994), consistent with guidelines established by the Director of the Office of Management and Budget;
 - Provides administrative support, management and oversight to other Federal Agencies who place delivery orders against the SEWP Contracts;
 - Ensuring all items available through the contracts are within scope and properly priced and discounted;
 - Providing senior management review for all delivery orders over \$100,000 which are signed by DoD procurement officials to ensure all such orders and all items on those orders are within scope;
 - Reviewing all delivery orders under \$100,000 which are signed by DoD procurement officials for accuracy and completeness and performing post-award audits of all orders regardless of dollar value to ensure the items were on contract and priced correctly;
 - Timely notification if the delivery order furnished for review by the DoD procurement office contains insufficient or erroneous information or the items being procured are otherwise determined by NASA to be out of scope of the contracts; and,
 - Providing on-line web pages and tools and customer service staff to assist in obtaining contract and product information and contractor supplied quotes within the limits of the contracts.
- NASA does not place orders for any DoD agency. Funds are not transferred from DoD or another Federal Agency or in any way held or disbursed by NASA on behalf of DoD or other Federal Agencies. The fee for use of the SEWP contracts is paid as part of the delivery order to the SEWP contractor that is contractually responsible to collect the fee and provide it to NASA in a timely manner.
- Orders of the Requesting/Procuring Agency will be placed only for *bona fide* needs within the period of fund availability. Orders and funds of the Requesting/Procuring Agency shall be in accordance with applicable statutory authorities and restrictions. The Requesting/

Procuring Agency will ensure any revised or altered statutory restrictions affecting funds are handled appropriately.

- NASA and DOD will meet to review performance under this MOA; to jointly agree on revised performance strategies; and to update plans and objectives. Each agency will alternately take the lead in setting up a meeting and agenda, and will involve the appropriate parties of both agencies.

Fees. Reasonable and customary fees will be commensurate with the cost to place orders and the service provided.

General. Each agency will keep the other informed of its relevant plans and schedules, will respond to the other agency's requests for information to the extent reasonable and practicable, and will strive to recognize and ameliorate any problems arising throughout implementation of this MOA. Any terms of this MOA found to be inconsistent with DoD or NASA directives or policies will be invalid, but the remaining terms and conditions will remain in effect. This MOA conveys no signatory authority to NASA to procure for DoD or provide funding mechanisms for DoD requirements.

Amendments. This MOA may be altered only by a subsequent written amendment, signed by the parties, expressly stating the parties' intention to amend their agreement. The amendment will be appended to this agreement.

Period of Agreement. This MOA will be effective upon signature by both parties and will remain in effect until such time either party terminates this agreement. The parties will review this MOA at least once every year to determine whether it should be revised, renewed, or cancelled. Either party may terminate this agreement by providing 90 calendar days written notice to the other party.

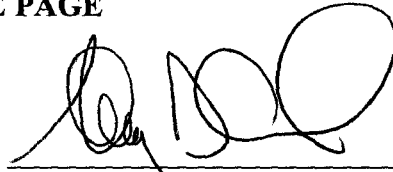
Acceptance. The responsibilities and terms and conditions of this MOA are agreed to by the authorized signatories on the following page.

SIGNATURE PAGE



Date 9/27/2007

William P. McNally
Assistant Administrator for
Procurement
NASA



Date

Shay D. Assad
Director, Defense
Procurement & Acquisition Policy

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