

Coop  
MAGLEV

**MEMORANDUM OF AGREEMENT  
BETWEEN  
U.S. FEDERAL RAILROAD ADMINISTRATION  
U.S. DEPARTMENT OF THE ARMY  
U.S. DEPARTMENT OF ENERGY  
AND  
U.S. ENVIRONMENTAL PROTECTION AGENCY**

5/91

**SUBJECT: Execution of the National Magnetic Levitation Initiative**

**1. PURPOSE:**

The purpose of this Memorandum of Agreement (MOA) is to define the roles and responsibilities for the Federal Railroad Administration (FRA), the Department of Army (DA), the Department of Energy (DOE), and the Environmental Protection Agency (EPA) (collectively, the "participating agencies") for execution of the National Magnetic Levitation Initiative (Initiative).

**2. BACKGROUND:**

The Initiative is a multi-agency supported program with the goal of determining the role of magnetic levitation (maglev) in meeting the Nation's transportation requirements. This includes developing information to support a decision in 1992 as to whether and how to proceed with development and implementation of U.S. maglev systems. The Initiative will provide the framework and facilitate the process for the private sector and state and local governments to proceed with the implementation of maglev transportation system applications in the U.S., through government and industry partnerships.

**3. SCOPE:**

The support which any agency provides to another agency may include its headquarters, field operating offices, laboratories, operation offices, and subordinate installations.

**4. RESPONSIBILITIES:**

The following programmatic and organizational responsibilities are defined to support the Initiative:

- a. The FRA of the U.S. Department of Transportation (DOT) is the Federal agency responsible for high speed intercity ground transportation, as authorized by the High Speed Ground Transportation Act (HSGTA) of 1965 (PL 89-220) and the Railway Safety Improvement Act of 1988 (PL 100-342). FRA, as the lead Federal agency in the Initiative, will provide the overall transportation framework to accomplish the objectives of the Initiative. In cooperation with the other participating agencies, FRA will support the Initiative in the system concept assessment and technology assessment areas, as well as market, economic, and institutional analysis areas.
- b. The DA, acting through the Corps of Engineers (USACE), will provide technical and management expertise and will support research for the Initiative, particularly in the areas of guideway technology, composite material applications, construction techniques, system concepts and systems integration.
- c. The DOE will provide market and economic analyses and technical expertise and support in vehicle system development, levitation and propulsion technologies and evaluation of system concepts, especially issues concerning energy, superconductivity and biomedical effects of magnetic fields.
- d. The EPA will provide technical advice and assistance to protect public health from possible adverse health effects of non-ionizing electromagnetic fields and to evaluate and comment on other environmental issues that relate to maglev development.

## 5. AUTHORITY:

Participating agencies may carry out activities in accordance with their respective missions and authorities. For instance, the HSGTA, as amended, provides FRA with broad authority to develop high speed ground transportation systems and carry out demonstration programs. The DA is authorized to conduct and provide research and development activities on maglev technology under Section 417 of the Water Resource Development Act of 1990 (P.L. 101-640). In addition, participating agencies may contract with other agencies to perform specific tasks, on a reimbursable basis, in accordance with the provisions of the Economy in Government Act (31 U.S.C. 1535).

## 6. INTERAGENCY POLICY COORDINATION:

The Initiative will be directed by the Federal Maglev Executive Committee (FMEC), which will provide overall program guidance and

direction. This committee will be co-chaired by FRA and DA and will be composed of senior policy executives from DOT, DA, DOE and EPA. The Committee will determine overall program policy and program direction.

#### 7. **MAGLEV DEVELOPMENT PROGRAM MANAGEMENT:**

- a. The execution of those plans and tasks necessary to meet the goals and objectives associated with the research, development and implementation of the Initiative will be the responsibility of the Interagency Maglev Development Team (Team). The Team will be comprised of representatives from the FRA, USACE, and DOE. The Director of the Team will be provided by FRA, the Deputy Director will be provided by the USACE and the Assistant Director will be from the DOE. The Team will coordinate with EPA on subjects of concern to the FMEC.
- b. The Team will coordinate the maglev technology research and development efforts of the participating agencies. It will develop research plans, provide technical guidance to the Contracting Officer's Technical Representatives (COTR) (as described below), supply technical direction to the contractors, evaluate results and make recommendations for follow-on research. It will develop recommendations regarding the development of program and work plans, out year program development strategies, and budgets.
- c. The Team will also be responsible for preparing the report and recommendations on whether and how to proceed with maglev development and implementation. The Team's recommendation will include a refined multi-year program plan. The plans, strategies and report will be submitted to the FMEC for its review and appropriate action. The Team will also be responsible for coordinating the periodic preparation of preliminary budget estimates and annual operating plan describing the activities recommended to be accomplished during the next fiscal year, reflecting appropriations, program requirements, and allocation of Initiative-related activities among the participating agencies. These also will be submitted to the FMEC for review and appropriate action.

#### 8. **FUNDING:**

Each agency may obtain direct appropriations through the normal budgeting and appropriations process to support this Initiative. An agency may, in accordance with the Economy Act, contract with

another agency to perform specified tasks in support of the Initiative. In that event, the task and funding level will be documented in an Interagency Agreement between the tasking and the receiving agencies.

9. **CONTRACTING:**

Contracts in support of the Initiative will be awarded by various agencies. Each agency will follow its own acquisition policies and procedures. However, in formulating its procurement approach, each agency will coordinate with the Team on the proposed procurement approach, including the type of contract, special clauses, process to be followed and expected lead-time and award dates. Each solicitation will include language which clearly identifies that the acquisition is part of the Initiative, including a brief description of the Initiative and the Federal Government's goal. All procurements will be under the direction of the Contracting Officer (CO) for the applicable agency, who will administer the contract. The CO will designate a Contracting Officer's Technical Representative (COTR) for each contract. The COTR may be from an agency other than that awarding the contract; however, the COTR must be a Government employee and the CO's delegation must be in writing.

10. **REPORTING:**

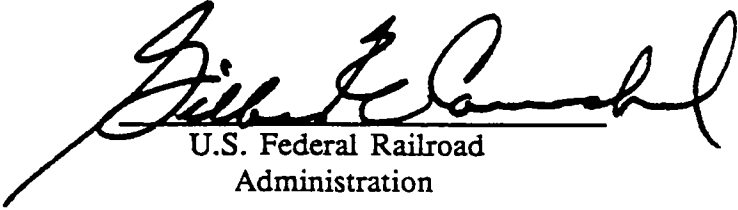
A standard cost and schedule reporting system will be established by the Team for use in contracts under this Initiative to allow analysis and monitoring of actual performance versus the original baseline data. Specific requirements will be defined in the Interagency agreements for work done or contracted for by another agency.

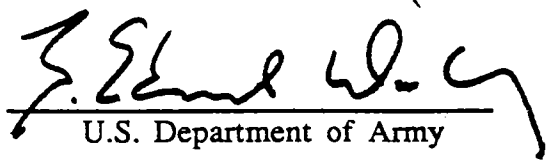
11. **EFFECTIVE DATE, AMENDMENT AND TERMINATION:**

- a. This MOA shall become effective on the date that two or more of the parties sign the Agreement. Thereafter, the MOA shall come into effect with respect to any other party on the date of the party's signature.
- b. This MOA may be modified or amended only by written agreement of all parties to the Agreement.
- c. This MOA shall remain in effect until the Agreement is superseded or terminated in writing by all parties to the Agreement. Any party wishing to terminate its rights and obligations under this agreement must submit written notification 60 days prior to the projected termination date. At that time, the

Agreement shall no longer be in effect with respect to the party requesting termination.

- d. In the event that a tasking agency desires to terminate this agreement the tasking agency shall notify the receiving agency by written order. The receiving agency shall immediately comply with this order and take reasonable action to minimize incurrence of costs allocable to the tasking, including, as appropriate, termination of supporting contracts. The tasking agency shall remain responsible for costs incurred as result of the original tasking and subsequent termination.

  
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U.S. Federal Railroad  
Administration

  
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U.S. Department of Army

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U.S. Department of Energy

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U.S. Environmental  
Protection Agency

*May 20, 1991 @ 3:20 pm EST*