

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
(NASA)
AND
US DEPARTMENT OF HOMELAND SECURITY (DHS)**

I. Parties

This Memorandum of Understanding (MOU) is entered into by the National Aeronautics and Space Administration (NASA) and the US Department of Homeland Security (DHS), hereinafter known as "the Parties." NASA's Office of Security and Program Protection and DHS's Science and Technology Directorate (DHS S&T) are the Parties' implementing organizations.

II. Objectives

The objective of this MOU is to achieve the Parties' missions more effectively by focusing on joint collaboration and coordination across traditional boundaries to aggressively apply joint expertise and technologies to improve national and homeland security, and for the development and operation of complex systems designed to protect the nation. At the same time, the Parties shall work together to identify requirements; demonstrate applications; share information; leverage US Government resources and assets; advance defined scientific and technological areas; and promote best practices.

III. Scope of Collaborative Activities

A. The following apply to the scope of this MOU:

1. Future collaborative efforts may include any relevant NASA and **DHS S&T** research, engineering and development activities related to development and operation of complex systems to improve homeland security.
2. The work performed under this MOU will be on a "best effort" basis.
3. Pursuant to and consistent with the provisions of this MOU, the resources required to accomplish these efforts shall be defined by detailed **Implementing Agreements (IA)**. **IA's** between the **Parties** will be developed to define specific undertakings. Such agreements will provide for the use of facilities, personnel, cooperative projects, and transfer of **funds**, as appropriate, and shall be consistent with the laws and regulations that govern the activities of the **Parties**.

B. Types of potential collaboration under this MOU could include:

1. Evaluating existing technologies to meet requirements;
2. Accelerating promising technologies to the point of operational test and evaluation;
3. Exchanging designated personnel on an assigned basis to support defined **research/programs**;

4. Undertaking joint research and development in program areas that make a significant contribution toward achieving the goals of meeting the Parties' missions;
5. Using research facilities, laboratories and field test sites;
6. Sponsoring and managing research, development and engineering projects **from** other institutions;
7. Working with the private sector and other public sector members in defined research and application test programs; and,
8. Publishing (where mutually agreed upon) studies, tests, evaluations, demonstrations and lessons learned.

C. Examples of potential mission areas for partnership include:

1. Critical **Infrastructure** Protection
2. Counter -Terrorism and **Anti-terrorism/** Force Protection,
3. Aviation security systems and technologies,
4. **Counter-MANPADS** Technology Development and Test Site **Designation/Use,**
5. Manned habitat technologies,
6. Human factors and **biometrics,**
7. Autonomous vehicles,
8. Remote **sensors/Geospatial** applications,
9. CBNRE (chemical, biological, nuclear, radiological, and explosive) **detection/systems,**
10. Communications, command and control **interoperability,**
11. Modeling and decision support for situational **awareness/risk** assessment,
12. Workforce **development/Student** Fellowships & Employee Exchanges,
13. Technology **Transfer/Venture** Capital program,

IV. Implementing Agreements

Any Party may initiate an IA under this MOU. An IA will include the following elements:

- A. The specific effort, including background, scope, and a statement of work.
- B. A technical, contracting, and programmatic point of contact.
- C. The levels and types of responsibility of each **Party.**
- D. Level of funding support each Party **commits** to a particular **IA** for one or more fiscal years.
- E. Program milestones, deliverables and schedules, including reports.
- F. Period of performance requirements.
- G. **Security** requirements.
- H. Final **Report/Performance** Assessment.

The initiating Party will provide for the preparation and review of the plans, documents, system, facility and designs called for in an IA. The initiating **Party** will oversee the implementation of the project plans as issued. All Parties will review the documents and plans created by the initiating **Party** which will include a detailed Program Plan and IA.

V. Funding

The details of the levels of support to be furnished by the Parties with respect to **funding** will be developed in each of the detailed **IAs**.

This MOU does not constitute an obligation or commitment of **funds** or **as** a basis for the transfer of funds. Except when otherwise provided in an **IA**, and to the extent permitted by law, all costs of travel and administration resulting **from cooperation** under this MOU will be borne by the Party that incurs such costs.

VI. Delivery and Specific Period of Performance

The delivery and performance plan for a defined project, including specific deliverables and period of **performance** requirements, will be proposed by the initiating Party and after agreement between the Parties, will be incorporated in the relevant **IA**.

VII. Authority and Applicable Law

Nothing in this MOU alters the statutory or other authorities of NASA or DHS. This MOU is intended to facilitate cooperative efforts of the Parties in the area of critical infrastructure protection and homeland security research.

NASA enters into this MOU pursuant to section 203(c) of the National Aeronautics and Space Act of 1958, as amended 42 U.S.C. § 2473 (c). DHS enters into this **MOU pursuant** to the Patriot Act of 2002 and §302(13) of the Homeland Security Act of 2002, 6 U.S.C. §102(13).

The Economy Act, 31 U.S.C. 1535, is the primary authority which the **parties** will use transfer funds to support partnership activities.

U.S. Federal law governs this agreement for all purposes, including, but not limited to, determining the validity of the agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

VIII. Annual Reviews

Representatives of the Parties shall review this MOU not less than once annually to ascertain whether modifications are necessary to the terms and conditions.

IX. Modifications or Termination

This MOU may be terminated by mutual written agreement of the Parties, at any time **prior** to expiration or at any time by either Party upon 45 calendar days written notice to the other Party. Either **Party** may terminate this MOU, with or without cause, and without obligation to the **terminated** Party (other than payments of amounts due and owing and performance of obligations incurred, in each case on or prior to the termination date). Upon receipt of a notice of termination, the receiving Party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

X. Dispute Resolution

The **Parties** may consult on any matter arising out of this MOU. An issue concerning the interpretation or implementation of the terms of this MOU shall first be referred to the appropriate points of contact for the Parties. If they are unable to come to agreement on any issue, the dispute will be referred to the MOU signatories or their designated representatives for resolution.

XI. Execution.

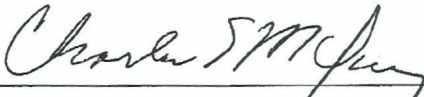
In consideration of the foregoing, the undersigned hereby execute this Memorandum of Understanding.

SIGNATURES:

The National Aeronautics and Space
Administration
300 E Street, SW
Washington, DC 20546-0001

US Department of Homeland Security
Washington, DC

BY: 

BY: 

DATE: Dec. 7, '05

DATE: 7 December 2005

Mr. David **Saleeba**
Assistant **Admin**istrator
Office of Security and Program Protection
NASA Headquarters
Washington, DC

Dr. Charles **McQueary**
Undersecretary for Science & Technology
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