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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY
(NATIONAL NUCLEAR SECURITY ADMINISTRATION)
(OFFICE OF SCIENCE)
(OFFICE OF THE UNDER SECRETARY)

AND

THE DEPARTMENT OF DEFENSE
(ACQUISITION, TECHNOLOGY AND LOGISTICS)

CONCERNING COOPERATION IN A STRATEGIC PARTNERSHIP TO
ENHANCE NATIONAL SECURITY

I. Purpose

1. The purpose of this Memorandum of Understanding (MOU) is to establish a framework for long term cooperation and partnering between the Parties to strengthen coordination of efforts to enhance the national and homeland security of the United States, recognizing that linkage between investments of both Parties can be mutually beneficial. For those collaborative strategic science and technology activities conducted under this MOU that serve the homeland security or counter-terrorism missions of either Party, the Department of Energy (DOE) intends to establish a zero percent Federal Administrative Charge (FAC) for services performed at DOE facilities.

II. Legal Authority

The DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256). The Department of Defense (DoD) enters into this MOU under the authority of DoD Instruction 4000.19 "Inter-Service and Intra-Governmental Support" August 9, 1995.

III. Scope

1. Each Party shall identify its high priority strategic science and technology needs and assess opportunities to collaborate activities in fulfillment of identified needs that will result in a net benefit to both Parties. Activities of strategic interest will be determined by the Parties, based on the strategic plans of the respective Parties and others as the Parties agree. This MOU does not displace the development and placement of Work For Others (WFO) agreements through existing DoD and DOE (including National Nuclear Security Administration [NNSA]) departmental mechanisms. The Parties intend that this MOU provide the vehicle for identifying broader long-term (multi-year) strategic partnerships that would not be sufficiently addressed by individual WFO agreements in support of current DoD and DOE (including NNSA) departmental programs.

2. The Parties shall develop and conduct cooperative activities relating to identified high priority strategic needs, where such cooperation contributes to the efficiency, productivity, and overall success of the activity. It is anticipated that these desired benefits will result from an alignment of expertise, capabilities, and resources between the Parties.

3. Forms of cooperation under this MOU may consist of the following: participation in joint projects addressing the activities cited in paragraph 2 above, including sharing of technical expertise, equipment, materials, and resources; information management and exchange; participation in relevant symposia, conferences and seminars; development of joint scientific and policy publications; temporary assignment of personnel from one Party to another; and other forms of cooperation as the Parties may agree upon.

4. Each Party may use the service of and enter into agreements with appropriate institutions, such as universities and governmental and nongovernmental organizations, to develop and conduct activities under this MOU, consistent with applicable law.

IV. Funding

1. Unless otherwise agreed, each Party shall provide the resources for its participation in activities under this MOU. The ability of each party to carry out activities under the MOU shall be subject to the availability of appropriated funds, personnel, and other resources.

2. The details of any interagency transfer of funds will be set forth in specific interagency agreements. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds between the Parties.

3. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

V. Management

1. Activities undertaken under this MOU will be consistent with applicable authorities and, where required, in consultation with and/or concurrence of the Department of State.

2. A senior management council shall be established, co-chaired by a senior representative from each Party who is knowledgeable in strategic interests of that Party. The senior management council shall be appointed by the co-chairs and have equal representation from both Parties. Each member of the senior management council is charged with responsibility for his/her organization's review and selection of joint activities, determining the most effective path to pursue the selected activities with consideration to expertise, capabilities, and resources available, and discussing and evaluating the progress of activities ongoing under the MOU. This council shall meet at least annually and at other occasions as deemed necessary and at the request of either Party.

3. The Parties may enter into agreements under this MOU to undertake specific activities. Each agreement will specify the following: the scope of the activity; expected project period; responsibilities of the implementing agencies, including those related to funding and personnel assignments; anticipated results; reporting procedures, if appropriate; and any other relevant matters.

4. Each Party shall make available to the other Party all technical information obtained through the implementation of this MOU and such information will be made available to third parties, except that nothing in this MOU shall be construed to require a Party to make available to third parties or allow their access to information:

(a) the disclosure of which would impede law enforcement, or

(b) that is protected from disclosure by U.S. law governing business or proprietary information, personal privacy, the confidentiality of internal government decision-making processes, or protection of national security.

5. In the event that any activity undertaken by the Parties to implement the purposes of this MOU involves access to and sharing or transfer of technology subject to patents or other intellectual property rights, such access and sharing or transfer will be provided on terms which recognize and are consistent with the adequate and effective protection of intellectual property rights.

6. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

7. This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

VI. Effective Date, Renewal, Amendment, Withdrawal and Termination

1. This MOU shall become effective upon signature by all Parties and shall remain in effect for a period of five years. Unless one of the Parties notifies the other Party in writing of its intent to terminate this MOU 90 days prior to its expiration, the MOU shall be automatically renewed for an additional five-year period. Thereafter, it may be renewed for successive five-year periods by written agreement of the Parties.

2. This MOU may be amended at any time by written agreement of the Parties, including for the purpose of adding new Parties. Any Party may withdraw from this MOU upon 90 days written notification to the other Party(ies). The MOU may be terminated at any time in writing by the Parties.

SIGNED this 26 day of January 2009.

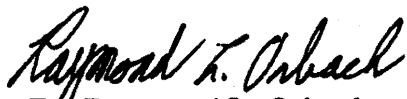
FOR THE DEPARTMENT OF ENERGY:



C. H. Albright, Jr.
Under Secretary
Department of Energy

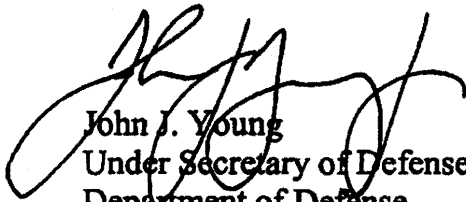


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