

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF DEFENSE
ARMY MATERIEL COMMAND
QUALITY FEDERATION
AND
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
OFFICE OF SAFETY AND MISSION ASSURANCE
FOR INFORMATION AND RESOURCE SHARING

1. PURPOSE. This Memorandum of Agreement (MOA) is between the United States Department of Defense (DoD), Army Materiel Command Quality Federation (herein referred to as AQF) and the National Aeronautics and Space Administration, Office of Safety and Mission Assurance (herein referred to as NASA). Hereinafter, AQF and NASA will also be referred to individually as Party or collectively as Parties.

This agreement provides reciprocal rights for exchange of quality information between AQF and NASA regarding data, assessments, studies, analyses, and other resources and capabilities which impact or influence design, development, manufacture, test, deployment, and maintenance of the respective Party's assets as well as organizational performance.

NASA and AQF have specific, unique, and mutually beneficial resources that can be shared to further their individual missions. Typical areas of involvement range from specific topics of common and current interest to broader areas such as supplier risk, assurance requirements, lessons learned, and workmanship guidelines.

Accordingly, this Memorandum of Agreement (MOA) establishes:

- a) Participant responsibilities for information exchange and coordination of activities,
- b) Level of participation for the participating Parties, and
- c) Liaison points of contact (POCs) for each Party.

2. AUTHORITY. The authority for NASA entering into this MOA is section 203(c) of the National Aeronautics and Space Act of 1958, as amended [42 U.S.C. § 2473(c)] and the Economy Act [31 U.S.C. § 1535]. The authority for AQF is DoD Instruction 4000.19, "Interservice and Intragovernmental Support".

3. RESPONSIBILITIES. The spirit and intent of this MOA is to facilitate communication and interaction between NASA and the AMC Quality disciplines. Provision for organizational advocacy and planning for the facilitation of this agreement is important. In this light;

- a) AQF shall:
 - i) At the sole discretion of AQF, ensure full exchange of relevant information with NASA within the applicable laws and policy.

- ii) Participate in the development and execution of relevant assessments, analyses, studies, working groups, and planning efforts, and coordinate the documents, data, and information produced as a result of such activities with NASA.
 - iii) Solicit NASA participation in relevant assessments, studies, and analyses, and planning efforts being conducted by AQF.
 - iv) Participate in relevant conference calls arranged with NASA as well as with other government stakeholders (or if non-government, consistent with applicable laws and regulations) as determined to be mutually beneficial.
 - v) Identify, as appropriate, other commands, organizations, and activities that are not parties to this agreement for the purpose of including them in the resource exchange process as appropriate under agency security and procurement provisions.
 - vi) Coordinate through the designated point-of-contact on a regular basis, actions being undertaken by each Party which could impact the other. Provide an assessment of these actions, including their implications.
 - vii) Develop internal staff procedures and a single point-of-contact to ensure smooth flow of communications and planning information with NASA.
- b) NASA shall:
- i) At the sole discretion of NASA, ensure full exchange of relevant information with AQF within the applicable laws and policy .
 - ii) Participate in the development and execution of relevant assessments, analyses, studies, working groups, and planning efforts, and coordinate the documents, data, and information produced as a result of such activities with AQF.
 - iii) Solicit participation by AQF in relevant assessments, studies, and analyses, and planning efforts being conducted by NASA.
 - iv) Participate in relevant conference calls arranged with AQF as well as with other government stakeholders (or if non-government, consistent with applicable laws and regulations) as determined to be mutually beneficial.
 - v) Identify, as appropriate, other commands, organizations, and activities that are not parties to this agreement for the purpose of including them in the resource exchange process as appropriate under agency security and procurement provisions.
 - vi) Coordinate through the designated point-of-contact on a regular basis, actions being undertaken by each Party which could impact the other. Provide an assessment of these actions, including their implications.

vii) Develop internal staff procedures and a single point-of-contact to ensure smooth flow of communications and planning information with AQF.

- c) Each Party shall coordinate to the extent possible, within the constraints of their organization's security provisions, reasonable access to their respective facilities as needed to facilitate any on-site meetings or activities.

4. AREAS OF INFORMATION EXCHANGE

Shared resource (data, information, expertise) areas shall include but not be limited to:

- (1) Organic Quality Competency Standards
- (2) Mission/System Quality Standards
- (3) Acquisition Practices (e.g., Source Selection, Contract Administration)
- (4) Supplier Assurance Risk Management
- (5) Parts and Materials
- (6) Workmanship
- (7) Industry and Subject Matter Contacts and Information
- (8) Technical and Failure Analysis
- (9) Assessments
- (10) Advisories
- (11) Miscellaneous Assurance Disciplines (e.g., Risk Management)

5. LEVEL OF PARTICIPATION. The level of participation by each Party relative to number of participants, experience, expertise, program/project and length of time will be mutually agreed by both AQF and NASA. All activities under or pursuant to this MOA are subject to the availability of personnel and resources (to include funding) to support their respective participation and to any limitations on participation experienced by the hosting activity.

6. FINANCIAL OBLIGATION. Each Party shall fund its own participation under this MOA in accordance with all applicable fiscal rules and regulations including those which may be unique to the organization.

In the event that certain planned activities may involve significant expenditure of labor or other resources that are primarily for the benefit of the other Party, any necessary funding will be accomplished via a mutually agreeable separate funding instrument under the Economy Act. In such cases, cost estimates and fund transfer shall be addressed before the activity is commenced

Each signatory shall provide for regular status listing of any cost-bearing projects or activities related to this agreement.

No provision shall be interpreted to require obligation or provision of funding in violation of the Anti-Deficiency Act [31 U.S.C. § 1341].

7. ALLOCATION OF RISK. Each party agrees to assume liability for its own risks associated with activities under or pursuant to this MOA.

8. ANNUAL REVIEW. Each year a review of this MOA will be conducted between the Parties. The Parties intend these reviews to take place one quarter prior to the beginning of the new fiscal year. The purposes of the review will be to:

- a) Reaffirm organizational commitment to this MOA
- b) Review previous year's actual participation and share any mutually agreed upon lessons learned thereby strengthening each other's quality information and resources.

9. POINTS OF CONTACT. The individuals named below shall serve as the respective points of contact for all correspondence pertaining to this MOA

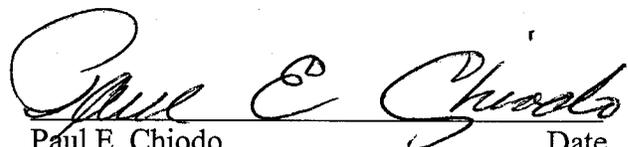
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|-------------|---|------------|--|
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| Name: | Tom Whitmeyer | Name: | Diane Meyer |
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10. RELEASE OF INFORMATION. Neither Party to this MOA shall release information derived from the other Party to a non-participating third party without the prior approval of the contributing MOA Party.

11. EFFECTIVE DATE OF AGREEMENT. This MOA shall be effective upon signature of both Parties and will remain in force for 5 years unless terminated by either Party with 3 months written notice. The terms of this agreement may be extended after 5 years if mutually agreed to by both Parties. Either Party may initiate review and/or a modification at any time should changing conditions warrant. Any modification or amendment to this agreement shall be in writing and approved by the signatories.


Bryan D. O'Connor
Associate Administrator
Office of Safety and Mission Assurance
National Aeronautics & Space Administration

Date


Paul E. Chiodo
Chairman
Quality Federation
U.S. Army Materiel Command

Date