



MEMORANDUM OF AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF DEFENSE  
MISSILE DEFENSE AGENCY  
AND THE  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
WASHINGTON, DC  
FOR INFORMATION AND RESOURCE SHARING



1. **PURPOSE:** This Memorandum of Agreement (MOA) is between the United States Department of Defense (DoD) Missile Defense Agency Office of Safety, Quality and Mission Assurance (herein referred to as MDA) and the National Aeronautics and Space Administration, Washington, DC, Office of Safety and Mission Assurance (herein referred to as NASA). Hereinafter, NASA and MDA will also be referred to individually as Party or collectively as Parties.

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

NASA and MDA have specific, unique, and mutually beneficial resources that can be shared to further their individual missions. Typical areas of information sharing range from specific topics of common and current interest such as EEE parts assurance, 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 USC § 1535). The authority for MDA 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 MDA Safety and Mission Assurance disciplines. Provision for organizational advocacy and planning for the facilitation of this agreement is important. In this light;

- a) MDA shall:
  - i) At the sole discretion of MDA, 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 result of such activities with NASA.
- iii) Solicit NASA participation in relevant assessments, studies, and analyses, and planning efforts being conducted by MDA.
- 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 information exchange process.
- 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 MDA 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 result of such activities with MDA
- iii) Solicit participation by MDA in relevant assessments, studies, and analyses, and planning efforts being conducted by NASA.
- iv) Participate in relevant conference calls arranged with MDA 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 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 MDA.
- 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 are not limited to:

- (1) Parts and Materials
- (2) Workmanship
- (3) Electrostatics Discharge (ESD)
- (4) Packaging (electronic)
- (5) Mission Assurance Standards
- (6) Industry and subject matter contacts and information
- (7) Supplier assurance risk 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 of each Party relative to number of participants, experience, expertise, program/project, and length of time will be mutually agreed by both MDA 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 by the hosting activity.

6. FINANCIAL OBLIGATIONS. 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.

