

Memorandum of Agreement
Between the
Department of Defense and the National Aeronautics and Space Administration
On Use of the Solutions for Enterprise-Wide Procurement Contract

Introduction. In recognition of the mutual agreement of the undersigned parties to work together as Federal partners and to demonstrate their commitment to achieve compliance with acquisition, Federal assistance, Federal Strategic Sourcing Initiatives and other related policies and applicable regulations, the Department of Defense (DoD) and the National Aeronautics and Space Administration (NASA) hereby enter into this Memorandum of Agreement (MOA). This MOA relates to acquisitions under NASA's Government Wide Acquisition Contract (GWAC) known as Solutions for Enterprise-Wide Procurement (SEWP).

Authority. The MOA is entered into under the authority of the Clinger-Cohen Act of 1996, (formerly the "Information Technology Management Reform Act of 1996"), 40 U.S.C. §§ 11101, et seq., at Section 11314(a) (3).

Background. DoD spends billions of dollars each year using non-DoD assisting agencies to procure supplies and services. This has proven to be an effective way to support DoD's mission "to provide the military forces needed to deter war and to protect the security of our country". For this reason, the continued use of non-DoD assisting agencies is encouraged when it is the best procurement or strategy and is determined to be in the best interests of the government.

Definitions. The following terms define the meaning of words used in this MOA:

- "Assisting Agency" is NASA as established by the National Aeronautics and Space Act of 1958, 42 U.S.C. 2451 et. seq.
- "Order" is a delivery order placed by DoD utilizing the SEWP contracts and services.
- "Procurement services" are those services including pre- and post-order support and delivery order tracking, related to placing delivery orders against the SEWP contracts.
- "Requesting Agency" or "Procuring Agency" is DoD or its authorized procurement activity.

Purpose. DoD and NASA share a single objective of providing best value products and services, in a timely manner, in support of the warfighter. This MOA establishes a framework for the relationship to support the mission of both agencies and to improve efficiencies and leverage resources and capabilities. In particular, this MOA establishes procedures for the use of the SEWP contract by DoD and its personnel.

Services/Products. SEWP contract holders offer a variety of Information Technology (IT), Audio-Visual and Telecommunication products and product-based services for acquisition by DoD including but not limited to the following:

- IT hardware and software products;
- Network and telecommunication products;

- Cloud-based solutions;
- Cyber-security products;
- Audio visual products;
- Peripherals and supplies;
- Product based services including maintenance, installation, training and engineering services.

Principles. Both agencies recognize the benefit of coordinating their respective efforts. This MOA lays the foundation for a collaborative partnership that will improve efficiencies and leverage resources and capabilities within each agency. In carrying out their respective responsibilities, each agency will endeavor to ensure that:

- accurate data are captured and reported;
- a collaborative effort between appropriate individuals is sustained throughout the acquisition; and,
- the responsibilities of DoD and NASA personnel are implemented in a coordinated and consistent manner.

Responsibilities of the Parties. The Agencies agree to the following:

As the requesting-procuring agency, DoD is responsible for all funding and for meeting all DoD-specific policies and regulations. This includes ensuring that fund commitments and accounts are consistent with statutory authority.

NASA, which manages and oversees the SEWP GWAC, is responsible for the following:

- Operating the SEWP contracts as Executive Agent to Office of Management and Budget (OMB) pursuant to the Government Management Reform Act of 1994 (GMRA), Pub. L. No.103-356 §403, 108 Stat. 3410 (1994), consistent with guidelines established by the Director of the Office of Management and Budget;
- Providing administrative support, management and oversight to other Federal Agencies who place delivery orders against the SEWP Contracts;
- Ensuring all items available through the contracts are within scope, properly priced and discounted;
- Providing senior management review for all delivery orders over \$100,000 which are signed by DoD procurement officials to ensure all such orders and all items on those orders are within scope;
- Reviewing all delivery orders over \$100,000 to ensure scope compliance and performing post-award quality assurance audits on all orders to ensure accuracy and completeness;
- Timely notification if the delivery order furnished for review by the DoD procurement office contains insufficient or erroneous information or the items being procured are otherwise determined by NASA to be out of scope of the contracts; and,
- Providing on-line web pages and tools and customer service staff to assist in obtaining contract and product information and contractor supplied quotes within the limits of the contracts.

- NASA does not place orders for any DoD agency. Funds are not transferred from DoD or any other Federal Agency, and funds are not in any way held or disbursed by NASA on behalf of DoD or other Federal Agencies. The fee for use of the SEWP contracts is paid as part of the delivery order to the SEWP contractor that is contractually responsible to collect the fee and provide it to NASA in a timely manner.
- Orders of the Requesting/Procuring Agency will be placed only for *bona fide* needs within the period of fund availability. Orders and funds of the Requesting/Procuring Agency shall be in accordance with applicable statutory authorities and restrictions. The Requesting/ Procuring Agency will ensure any revised or altered statutory restrictions affecting funds are handled appropriately.

NASA and DoD will:

- Review performance under this MOA;
- Jointly agree on revised performance strategies;
- Update plans and objectives as necessary; and
- Ensure open communication and discuss emerging items and initiatives.

As mandated by Defense Procurement and Acquisition Policy (DPAP), NASA undertakes to ensure in-person or remote training on the effective use of the SEWP contract and all its online tools is promoted, freely accessible and monitored for all DoD personnel using SEWP.

Fees. Reasonable and customary fees will be commensurate with the cost to place orders and the services provided.

General. Each agency will keep the other informed of its relevant plans and schedules, will respond to the other agency's requests for information to the extent reasonable and practicable, and will strive to recognize and ameliorate any problems arising throughout implementation of this MOA. Any terms of this MOA found to be inconsistent with DoD or NASA directives or policies will be invalid, but the remaining terms and conditions will remain in effect. This MOA conveys no signatory authority to NASA to procure for DoD or provide funding mechanisms for DoD requirements.

Amendments. This MOA may be altered only by a subsequent written amendment, signed by the parties, expressly stating the parties' intention to amend their agreement. If amended, the amendment will be appended to this agreement.

Points of Contact. The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact:

	NASA	DoD
Name	Joanne Woytek	Michael Canales
Title	Program Manager	Senior Analyst
Address	Code 703 / NASA GSFC Greenbelt, MD 20771	Defense Pentagon / 5E621
Phone	301-614-7128	703-695-8571
Email	joanne.woytek@nasa.gov	michael.j.canales4.civ@mail.mil

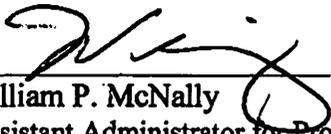
Dispute Resolution. This clause outlines the dispute resolution procedures to be followed for this agreement. This clause incorporates guidance provided by the Department of the Treasury's —Intragovernmental Business Rules.

All disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signing officials, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to the provisions of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Differences).

Period of Agreement. This MOA will be effective upon signature by both parties and will remain in effect until such time either party terminates this agreement. The parties will review this MOA at least once every year to determine whether it should be revised, renewed, or cancelled. Either party may terminate this agreement by providing 90 calendar days written notice to the other party.

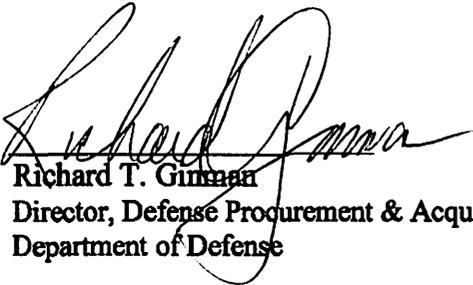
Acceptance. The responsibilities and terms and conditions of this MOA are agreed to by the authorized signatories on the following page.

SIGNATURE PAGE



William P. McNally
Assistant Administrator for Procurement
NASA

2/28/14
Date



Richard T. Gimman
Director, Defense Procurement & Acquisition Policy
Department of Defense

4/23/14
Date