

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEPARTMENT OF DEFENSE (DoD)
AND
THE DEPARTMENT OF HOMELAND SECURITY (DHS)
ON
AREAS OF COOPERATION IN CHEMICAL-BIOLOGICAL (CB) DEFENSE**

I. Background

The use of chemical, biological, radiological, and nuclear (CBRN) warfare agents remains a likely and costly threat to the U.S. Homeland. Constrained resources and heightened risk make it imperative for agencies across the U.S. Government to collaborate to protect the Homeland and American Forces from a chemical, biological, radiological, or nuclear (CBRN) attack. Information sharing, interagency agreements, collaboration in science and technology, portioning of the workload, and complementing policies will improve the preparedness of the United States and its Armed Forces to detect, deter, protect against, respond to, and recover from a potential CBRN attack.

II. Purpose

The purpose of this Memorandum of Understanding (MOU) is to formalize the relationship between the Department of Defense (DoD) and the Department of Homeland Security (DHS) in areas of cooperation in CB Defense. This MOU addresses interactions between DoD and DHS, and will document, promote, and advance collaborative efforts. It also defines missions, authorities, responsibilities, and operating principles for oversight of cooperative efforts between DoD and DHS in CB Defense. The DoD and DHS will coordinate their efforts to promote interoperability; maximize leveraging of Research, Development, Test and Evaluation (RDT&E) and Acquisition efforts; minimize duplicative efforts; and enhance technical coordination in CB Defense.

Formalized relations between DoD and DHS in areas of cooperation in CB Defense will achieve the following goals:

- enhance collaboration exchanges, including personnel
- promote leveraging of mutual interests, including development of shared CB Defense technology and test procedures
- provide a forum for interagency communication
- increase return on investments and shorten time required for capabilities that best serve the needs of both departments in the execution of homeland security, homeland defense, and civil support missions
- reduce duplication of effort on projects of mutual interest
- promote joint concept development exercises and experiments
- promote standardization of methods and procedures

III. Authorities

The primary office of responsibility for this MOU from DoD will be the Assistant to the Secretary of Defense for Nuclear and Chemical and Biological Defense Programs (ATSD(NCB)), with the Deputy Assistant to the Secretary of Defense for Chemical Biological Defense and Chemical Demilitarization Programs (DATSD(CBD&CDP)) as the focal point.

The primary office of responsibility for this MOU from DHS will be the Director of the Chemical and Biological Division, Science and Technology (S&T) Directorate. Title II of the Homeland Security Act of 2002 (P.L. 107-296) authorizes the Secretary of Homeland Security acting through the Under Secretary for Science and Technology, to execute research, development, test, and evaluation functions related to CB countermeasures, including biological and environmental research and S&T activities.

Authority to enter into this MOU is derived from the above statutes and the DoD Homeland Defense and Civil Support Strategy, the National Strategy for Homeland Security, the National Strategy to Combat Weapons of Mass Destruction, the National Military Strategy to Combat Weapons of Mass Destruction, the Strategy for Homeland Defense and Civil Support, Homeland Security Presidential Directive (HSPD)-5 (Management of Domestic Incidents), HSPD-7 (Critical Infrastructure Identification, Prioritization, and Protection), HSPD-8 (National Preparedness), and HSPD-10 (Biodefense for the 21st Century).

IV. Limitations

Constraints bearing on this MOU are as follows:

1. Each of the participating agencies will conduct activities under this agreement within the scope of, and to the extent authorized by, existing statutory authorities.
2. This MOU is an internal document between the participating agencies, including agency components, and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this MOU is intended to restrict the authority of any participating agency to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.
3. All commitments arising from this MOU are subject to each participating agency's budget priorities and the availability and limitations on the use of appropriated funds for such purposes, and to statutory requirements and limitations applicable to each participating agency.
4. Nothing in this MOU impairs or otherwise affects the authority of the heads of the participating agencies' organizations over the organizations, including, in the case of the DoD, the chain of command for military force; and, in the case of DHS, the obligation to coordinate U.S. efforts in preparedness, response, and recovery from CB attacks.

V. Scope

Under this MOU, DoD and DHS will identify areas of collaboration in CB Defense and designate roles and responsibilities to execute those efforts. The DoD currently interacts with DHS on the following S&T CB Programs:

- Chemical Defense Threat Area: Analysis, Detection, and Response and Recovery
- Biological Defense Threat Area: Threat Awareness, Systems Studies and Decision Support Tools, Surveillance and Detection Research and Development, Forensics, and Response and Restoration

This MOU describes a formal framework for oversight of collaboration with these programs, and can be extended to future collaborative efforts between DoD and DHS for CB Defense. This MOU supports the development of common standard test and evaluation procedures between DHS and DoD, and information and lab and test facility access/sharing. This MOU also supports the formation and operation of working groups, as required, to pursue interagency collaborations.

VI. Roles and Responsibilities

Although this MOU designates primary offices within DoD and DHS to execute roles and responsibilities, collaboration under the MOU is not limited to those offices and can be extended to include other entities within DoD or DHS. Other federal agencies may be included in future revisions to this MOU. Areas of cooperation may include, but are not limited to, threat awareness, deterrence, Security Classification Guides, test and evaluation, surveillance and detection, protection and countermeasures, and response and recovery. Means of cooperation may include, but are not limited to, use of facilities, exchange of information, exchange of personnel, jointly produced documentation, and joint project ventures. The DoD and DHS will meet to identify areas of homeland security research and development activities that can be efficiently addressed through a collaborative approach using multiple technology areas in the disciplines of chemistry, biology, and related fields.

a. Department of Defense

Section 1522 of title 50, U.S.C., states that the Secretary of Defense will assign responsibility for overall coordination and integration of CB warfare defense and CB medical defense programs to a single office within the Office of the Secretary of Defense. The Secretary assigned responsibility to the ATSD(NCB), with DATSD(CBD&CDP) as the focal point.

The DATSD(CBD&CDP) is the ATSD(NCB) authority for CB Defense Program (CBDP) matters and the primary staff action office for ATSD(NCB) CBDP responsibilities. The mission of the Office of the DATSD(CBD&CDP) is to exercise overall coordination, oversight, and integration the CBDP. The DoD CBDP mission is composed of four overarching and interrelated goals based on the four major defense challenges described in the National Military Strategies:

1. Provide operational capabilities to the Joint Force to ensure they are prepared to operate successfully within all Combatant Commanders' areas of responsibility.
2. Define and develop future capabilities to increase significantly our ability to dissuade, deter, defend against, and defeat any future adversary in any CBRN threat environment.
3. Sustain the capability of the Joint Force to operate jointly and provide an effective response in any CBRN environment.
4. Improve management practices to fulfill Enterprise strategic roles and missions, meet the requirements of 50 U.S.C. 1522 and 1523, and ensure effective and efficient use of department resources in accordance with the priorities established in our National Military Strategies.

In the context of this MOU, DoD will:

1. Exchange information and identify program and project needs, requirements, and overlapping interests, such as procedural/technological development efforts, and proceed to formulate and establish Interagency Agreements (IAG) or other appropriate vehicles between the parties that describe the project and funding agreement. Agreements shall be submitted to Senior Program Coordinators (SPCs) for approval or coordination.
2. Conduct research and provide data, reports, and other documentation in collaboration with DHS within the constraints of Sections VI(f) and VI(h) in this MOU.
3. Promote leveraging of mutual interests, collaborative exchanges (including personnel), joint concept development exercises and experiments, and standardization of methods and procedures.
4. Assign a management point of contact (POC) for interactions with DHS.
5. Be willing to host at least one meeting of the Strategic Steering Group (SSG) per year, and provide an update at the meeting on the progress made under this MOU.
6. Provide updates on collaborative efforts to the SSG as required.

b. Department of Homeland Security

The DHS Science and Technology (S&T) Directorate is the primary research and development arm of DHS. The S&T Directorate, in partnership with the private sector, national laboratories, universities, and other government agencies (domestic and foreign), helps push the innovation envelope and drive development and the use of advanced technology in support of homeland security. The CB Division works to increase the Nation's preparedness against CB threats through improved threat awareness, advanced surveillance and detection, and protective countermeasures. The DHS S&T Directorate's CB Division currently consists of ten programs in three thrust areas: Chemical Defense (3 programs), Agricultural Defense (1 program), and Biological Defense (6 programs).

In the context of this MOU, DHS will:

1. Exchange information and identify program and project needs, requirements, and overlapping interests, such as procedural/technological development efforts, and proceed to formulate and establish IAGs or other appropriate vehicles between the parties that describe the project and funding agreement. Agreements shall be submitted to Senior Program Coordinators (SPCs) for approval or coordination.
2. Conduct research and provide data, reports, and other documentation in collaboration with DoD within the constraints of Sections VI(f) and VI(h) in this MOU.
3. Promote leveraging of mutual interests, collaborative exchanges (including personnel), joint concept development exercises and experiments, and standardization of methods and procedures.
4. Assign a management POC for interactions with DoD.
5. Be willing to host at least one meeting of the SSG per year, and provide an update at the meeting on the progress made under this MOU.
6. Provide updates on collaborative efforts to the SSG as required.

c. Strategic Steering Group

The DoD and DHS will establish an MOU SSG to oversee all collaborative activities between DoD and DHS in areas of CB Defense. The SSG will be co-chaired by the DATSD(CBD&CDP) from DoD and the Director of S&T/CB from DHS. The SSG will consist of representatives from the DoD Enterprise and DHS offices. DoD participants will include the Joint Requirements Office, the Joint Program Executive Office, the Defense Threat Reduction Agency, Joint Science and Technology Office, the CBDP Test & Evaluation Executive, and the Army, as Executive Agent for the CBDP. DHS participants will include the DHS S&T Offices of Strategy, Policy, & Budget and Test &

Evaluation Standards. The SSG will meet annually or at a member's request to provide oversight guidance and make decisions as deemed appropriate. Decisions of the SSG will be made unanimously by the co-chairs. The SSG will be responsible for providing executive-level oversight of the MOU, communicating the status of the partnership to senior leadership, providing guidance to the Work Plan, determining working groups, reviewing progress of working groups and all collaborative activities, and resolving issues brought forth by any representative.

The results of SSG meetings will be described in meeting minutes and distributed to all SSG members and participants within 14 days. The activities of the SSG will be reported in the CBDP Annual Report to Congress.

This MOU will undergo a review by the SSG on an annual basis, beginning in the second year. The review findings will be delivered to the Under Secretary of Defense for Acquisition, Technology and Logistics (USD(AT&L)), the ATSD(NCB), and the Under Secretary for S&T in DHS.

d. Senior Program Coordinator (SPC) Responsibilities

For the purposes of this MOU, the DATSD(CBD&CDP) and the Director of DHS S&T Directorate's CB Division shall each appoint an SPC for their respective agency to represent and manage activities under this MOU. The duties of the SPC will include the following:

1. Manage the development of a Work Plan within 120 days of the effective date of this MOU. This Work Plan will be updated annually, and will be presented to the SSG.
2. Manage and/or facilitate the establishment of projects and interagency working groups under this MOU.
3. Approve all agreements submitted under this MOU and/or coordinate with SSG co-chairs as required.
4. Identify, propose, and track projects and agreements established under this MOU.
5. Arrange meetings of the SSG.
6. Report on the effectiveness of this MOU to the SSG.
7. Report on any exceptional accomplishments from successful program or project execution to the SSG.
8. Report on any challenges or impediments to collaboration to the SSG.
9. Recommend improvements for this MOU to the SSG.

e. Funding

The DoD and DHS will continue to develop and fund their own programs and projects according to their missions, and may co-fund collaborative projects that could apply to both military and homeland security missions. Work done collaboratively on projects of mutual interest will be funded jointly (subject to the availability of funds) provided that the requirements and terms are identified and agreed upon beforehand. In instances when one agency possesses unique resources (facilities, expertise, etc.), the other agency may transfer funds to access those resources. Transfer of funds may be executed under an IAG or other appropriate vehicle.

f. Information Releases

The SPCs from DoD and DHS will jointly review and approve information regarding MOU activities (meetings, new developments, etc.) before public release. Programs and projects under this agreement will stipulate specific procedures for the coordination and approval of information and any release or control limitations before disclosure to each other, other government agencies, commercial interests, and/or the public. Information from one participating agency that may be subject to release or control limitations, but which is otherwise determined, through the office controlling the information, to be releasable to the other participating agency, will be marked "releasable to" that participating agency. This marking will be appended to any other release or control limitation markings.

g. Inventions and Licensing

Work conducted under this MOU and subsequent IAGs may result in inventions, proprietary products, processes, or other intellectual property. The organization whose employees' work results in the invention shall disclose the invention to the other organization and then, if appropriate for patenting, prepare and prosecute a patent application. If protection is granted, the inventing organization will manage the invention in accordance with its rules and regulations. Inventions resulting from joint research and development by both DoD and DHS employees shall be handled as jointly agreed at the time of disclosure.

h. Security Classification

The highest security classification applied by either DoD or DHS will govern the handling of information and reports under this MOU. Programs and projects under this agreement will stipulate the security classification and procedures. The party establishing security requirements will prepare Security Classification Guides for new or modified technologies. The release of classified information at the Secret level or below among participating agencies is permissible under this MOU provided the exchange is conducted in accordance with the prevailing security guidelines of each agency. If a party contracts for any classified programs or projects requiring special security matters, they will include a DD Form 254 or DHS equivalent in the contract and notify the MOU SSG and SPCs.

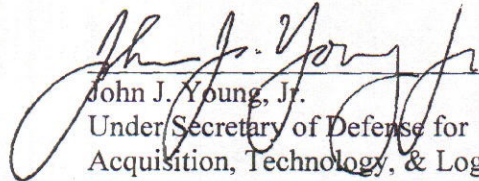
VII. Duration, Modification, and Termination of MOU

This agreement becomes effective upon signature, will continue in effect for five years, and may be renewed. It may be modified by mutual written consent, and terminated by either party with 30 days advanced written notice. In the event of termination, any agreements established under this MOU shall continue in force until expiry.

VIII. Approval and Acceptance

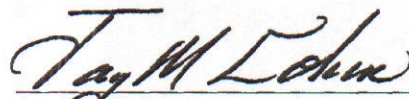
For DoD:

Date: DEC 16 2008


John J. Young, Jr.
Under Secretary of Defense for
Acquisition, Technology, & Logistics

For DHS:

Date: 12/12/2008


Jay M. Cohen
Under Secretary for Science and
Technology