

MEMORANDUM OF UNDERSTANDING

between the

**DIRECTORATE OF SCIENCE AND TECHNOLOGY,
U.S. DEPARTMENT OF HOMELAND SECURITY**

and the

**TECHNOLOGY ADMINISTRATION,
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY,
U.S. DEPARTMENT OF COMMERCE**

I. PURPOSE

The Department of Homeland Security (“DHS”) Science and Technology Directorate (“Directorate”) is developing technological tools to protect our nation’s homeland. Successful development, testing, evaluation, and deployment of these technologies require expertise in measurement science and in the development of standards. The Directorate intends to take advantage of the significant capabilities that exists in these areas within the Department of Commerce’s Technology Administration (“TA”), specifically at the National Institute of Standards and Technology (“NIST”).

Therefore, wherever possible and mutually beneficial, the Directorate and TA seek to collaborate on research and planning activities, and share where appropriate facilities, personnel, and scientific information. This Memorandum of Understanding (MOU) sets forth the basic principles and guidelines under which the parties will work together to accomplish these goals.

II. AUTHORITY

Authority for cooperation in areas of overlapping interests and responsibilities is provided for the Directorate pursuant to the authority of Public Law 107-296, The Homeland Security Act of 2002 that established the DHS and for NIST, under the National Institute of Standards and Technology Act (15 U.S.C. 271 *et. seq.*).

III. IMPLEMENTATION OF AGREEMENT

(a) In order to enable close and effective collaboration, it is agreed that the scope of cooperative activity will be reviewed annually. Both the Directorate and TA will identify managers to implement and coordinate the MOU. The managers shall meet on a regular basis to discuss and direct activities conducted under the MOU.

(b) The managers shall obtain appropriate express written agreement by the Directorate and TA on each significant activity to be undertaken pursuant to the MOU -- including consensus on the scope of work; deliverables (if any) and delivery dates; anticipated products and outcomes; periods of performance; levels of funding and resources to be provided for each activity by the parties; and any other appropriate and necessary aspects of mutual activities.

(c) Costs associated with the participation of the Directorate and TA shall be subject to the availability of appropriated funds and designated personnel of each party, or the approval of other sources of funding. Funding for, and resources allocation to, each significant activity undertaken pursuant to this MOU shall be arranged in accord with the applicable written implementing agreement of the parties required in the above paragraph II(b).

(d) Costs associated with participation by Directorate-supported personnel who use TA facilities and resources, including equipment, laboratory, and office facilities, will be provided through the Directorate. Costs associated with participation by TA-supported personnel who use the Directorate's facilities and resources, including equipment, laboratory, and office facilities, will be provided through TA.

(e) The managers shall seek to resolve any dispute concerning the MOU through good-faith discussions.

IV. EFFECTIVE DATE

This MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided under Article VI.

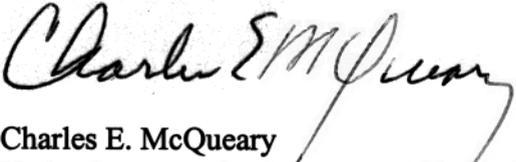
V. AMENDMENTS

This MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving the Directorate and TA not stated in this MOU but expressly agreed to in a future MOU signed by the Secretary of the Department of Homeland Security and the Secretary of the Department of Commerce is considered integrated into this MOU.

VI. TERMINATION

This MOU will expire sixty (60) months from the date of execution unless renewed by mutual agreement of the parties. This MOU may be terminated at any time by mutual agreement of both parties. Expiration or termination would affect only pursuit of new projects under the MOU. Projects under way will be governed by the specific individual agreements anticipated above.

AGREED TO BY:


Charles E. McQueary
Under Secretary for Science and Technology
Science and Technology Directorate
U.S. Department of Homeland Security


Phillip J. Bond
Under Secretary for Technology
Technology Administration
U.S. Department of Commerce

On this date May 22, 2003

On this date 5/22/03