

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF DEFENSE
AND
DEPARTMENT OF JUSTICE
ON
OPERATIONS OTHER THAN WAR AND LAW ENFORCEMENT

I. General

A. This Memorandum of Understanding (MOU) sets forth an agreement between the Department of Defense (DoD) and Department of Justice (DOJ) to conduct a program to enhance DoD Operations Other Than War (OOTW) and DOJ and other Law Enforcement (LE) operations through a sharing and joint development, to the extent permitted by law, of technology and systems applicable to both.

B. This MOU stems from recent findings of DoD's Advanced Research Projects Agency (ARPA) and DOJ's National Institute of Justice (NIJ) and Federal Bureau of Investigation (FBI) concerning the application of advanced technology to law enforcement. In general, these findings reflect a growing convergence between the technology required for military operations and the technology required for law enforcement. Moreover, recent technological advances suggest a current ability to enhance the effectiveness of both OOTW and LE missions.

II. Concept

The program objective is to develop and exploit advanced technology and systems that will permit accomplishment of OOTW and LE missions. The agreement establishes a development and application program based on competition among candidate technologies, components, and systems. Testing and objective evaluation will ensure the quality of the competition.

III. Implementation

A. This is a 5-year MOU, extendable upon agreement of the parties. Day-to-day management of the program will be the responsibility of a Joint Program Steering Group (JPSG). The Chairman of the JPSG shall be a member of the ARPA staff, while the Deputy Chairman shall be appointed by the DOJ. Technical program managers will be provided by both signatories. The JPSG

shall identify technologies of interest, formulate program plans, manage development, conduct technology demonstrations and evaluations, develop transition strategies, and report on progress. User organizations designated by the signatories, or "test bed units," will test and evaluate transitioning products. The remainder of FY94 will be devoted to choosing technology programs for FY95, setting up the joint organization, identifying test bed units, and beginning selected efforts. During the first quarter of FY95, the JPSG members will physically move to ARPA in order to begin intensive management of the joint OOTW/LE program. The JSPG will

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consist of at least one representative from ARPA and one representative from the Army, and two representatives from DOJ.

B. Policy guidance of the joint program will be supplied by a Senior Review Group (SRG) that shall meet twice a year or as required. The SRG will be cochaired by the Deputy Secretary of Defense and the Deputy Attorney General or their representatives. The SRG will review progress and general direction, approve budgets, and facilitate technology transition to applications.

C. The JPSG will designate areas of common technological need and provide management of projects conducted under the MOU. It is anticipated that JPSG projects will generally be of three types.

1. Existing equipment: DoD, at its discretion, may select existing equipment in its inventory to be made available to DOJ for evaluation for law enforcement applications. DOJ will fund its own evaluation activities.
2. Current Programs: Appropriate ongoing technology programs at DoD or DOJ will be shared. The receiving agency will be responsible for funding any optimization or modification necessary to make the products suitable to perform their missions.
3. New Technology Projects: New technology projects may be initiated under this MOU pursuant to mutual agreement of the parties. Such projects shall receive funding, pursuant to such mutual agreement and in accordance with all applicable laws and regulations, from both DoD and DOJ throughout the development cycle. Each Department is expected to fund that part of the project necessary to integrate the technology into its own operational missions.

IV. Responsibilities

1. DoD shall:

- a. Designate a Co-Chair of the SRG.
- b. Designate a Chairman of the JPSG to serve as the principal DoD Point Of Contact.
- c. Designate at least one other member of the JPSG.
- d. Pursuant to paragraph III C (1) & (2) above, identify technologies and systems for selection under this MOU.
- e. Pursuant to paragraph III C (3) above, cooperate in developing new technology projects.

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2. DOJ shall:

- a. Designate a Co-Chair of the SRG.
- b. Designate a Deputy Chairman of the JPSG to serve as the principal DOJ Point Of Contact.
- c. Designate at least one other member of the JPSG.
- d. Pursuant to paragraph III C (2) above, identify technologies and systems for selection under this MOU.
- e. Pursuant to paragraph III C (3) above, cooperate in developing new technology projects.

3. Joint Responsibilities:

- a. Each Department is responsible for identifying its requirements and candidate technology projects to be conducted under this MOU. These projects will be defined under Annexes as specified in Section VII.
- b. Each Department may provide representatives to participate in biannual program reviews. Such reviews promote informal

exchange of ideas and technology and ensure complementary pursuits by each organization.

c. Each Department, by mutual agreement, may act as the executive agent for the other for specific projects defined under Annexes to this MOU.

d. Neither Department shall release to any third party, information that originated with the other Department or was derived from such information, without obtaining approval from the originating Department. Requests for information under the Freedom Of Information Act shall be referred to the Department of origin of the information requested.

V. Agreements, Support, and Resource Requirements.

A. Applicability: This MOU applies to both signatory Departments and shall apply to any and all of their respective employees, agents, and consultants involved in technologies and projects that fall under this MOU.

B. Amendments and additions: Amendments and/or additions to this MOU may be made at any time during its effective period as a joint action by both signatory parties.

C. Termination: Either party may terminate this agreement upon 30 days written notice to the other party. Disposition of any projects in

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progress at the time of notification of the termination of this agreement shall be determined by mutual agreement of the parties.

D. Coordination: The biannual review, requests for changes, and interpretation of the general provisions of this MOU shall be approved by the senior points of contact designated below:

1. For DoD: Deputy Secretary of Defense
2. For DOJ: Deputy Attorney General

VI. Resolution of Conflicts

Nothing in this MOU shall take precedence or negate in any way the policy, directives, and procedures of the respective signatory Departments. Conflicts between this document and any other Departmental guidance shall be referred to the respective point of contact for resolution. If a satisfactory resolution cannot be achieved at this level, the responsible points of contact shall refer the matter to the signatories of this MOU through their respective channels.

VII. Program Annexes

The details of specific projects to be conducted under this MOU and funding allocations shall be enumerated under annexes to this MOU. Annexes must be signed by the JPSG Chairman.

VIII. Review

The joint program initiated by the Memorandum of Understanding shall commence upon signature by both parties. The program shall continue for 5 years, unless terminated earlier in accordance with Section V.C.

IX. National Security Information

Security classification guidance for activities covered by this MOU is defined in the regulations governing the department named as Executive Agent pursuant to paragraph IV. 3. (c) above for those activities.

X. Implementation

DoD and DOJ agree to the provisions of this MOU as indicated by the signatures of their duly appointed authorized representatives.

/s/ Janet Reno
Attorney General
Date: 4/20/94

/s/ John Deutch
Secretary of Defense
Date: 4/20/94

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