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**MEMORANDUM OF AGREEMENT BETWEEN
THE NATIONAL SECURITY INNOVATION NETWORK
AND
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY**

I. INTRODUCTION.

- A. This Memorandum of Agreement (MOA) serves as a Master Agreement that establishes an official basis for cooperation between the National Security Innovation Network (NSIN), an entity of the United States Department of Defense (DoD), and Board of Trustees of Florida Agricultural and Mechanical University by and on behalf of FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY (hereafter collectively referred to as "the parties"). This MOA establishes the broad basis by which the parties will engage in programs, activities, events, and collaboration to advance DoD innovation objectives through applied, project-based problem solving that includes DoD end users, students and faculty from FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY, the early-stage venture community throughout TALLAHASSEE, and, as described more specifically below, the Office of the Chancellor of the State University System of Florida (FL SUS).
- B. This MOA establishes a general understanding through which the parties will operate. The parties agree that Specific programs, activities, events, and collaboration not covered under the general auspices of this MOA will be initiated through formal contractual mechanisms containing mutually agreeable terms and conditions specific to each activity, either directly between the parties or through a prime contract performer through which FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY will act as a subcontract performer. Such contract mechanisms will generally be executed with a consistent, annual period of performance. Any such agreement shall outline the terms and conditions applicable to each activity, including intellectual property arrangement.

II. SCOPE.

This MOA addresses the administrative, organizational, and programmatic roles and responsibilities required to support the implementation and operations between the parties for as long as this MOA remains in effect. It applies only to the parties enumerated in Section I (A) and does not apply to other entities of the United States Government, DoD, or other university entities of FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY unless specifically designated in writing by the parties.

III. RELEVANT AUTHORITIES.

1. 10 U.S.C. § 2194, Educational Partnerships
2. 10 U.S.C. § 2195, DoD Cooperative Education Programs
3. 10 U.S.C. § 2358, Technical Talent and Expertise for DoD Missions

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4. 10 U.S.C. § 2359, Support for National Security Innovation Education
5. 10 U.S.C. § 2364, Open Campus Program

IV. BACKGROUND.

NSIN is a program office within the Office of the Under Secretary of Defense for Research and Engineering with a mission to create new communities of innovators to solve national security problems. NSIN develops programs and services that are designed to help other DoD entities from the Military Services, Joint Staff, Combatant Commands, and Defense Agencies and Field Activities solve problems with non-traditional partners. NSIN is organized around three core, lines of effort, each of which is managed by a Portfolio Director with the assistance of Program Managers. These Lines of Effort include: 1) Creating New Opportunities for National Security Service by building models of service that account for generational and cultural differences between the military, academic, and venture communities and providing flexible pathways to official service within the Department of Defense; 2) Solving National Security Problems by Collaborating with Partners from the Academic and Venture Communities by engaging new problem-solvers in collision events with DoD customers that generate novel concepts and solutions and building a national network of problem-solving ecosystems that leverage the competitive advantages of regions and commercial innovation hubs for DoD customers; and 3) Accelerating the Adoption of Novel Concepts and Solutions by facilitating engagement with DoD end users and transition partners to stimulate dual-use venture growth and improving Technology Transfer and Transition (T3) rates for DoD Lab technology through dual-use commercialization via early-stage ventures.

A critical component of this mission are permanent, ongoing relationships with universities and colleges that are: a) located in emerging or extant innovation ecosystems throughout the United States; b) possessed of the strong, institutional desire for deeper partnership with the national security enterprise; c) are co-located with major concentrations of DoD core constituencies e.g., agencies, military bases, ROTC programs, National Guard and Reserve duty locations; etc.); and/or d) are engaged in substantive research and possesses the extant infrastructure to expand current research to include dual-use military technologies and concepts (i.e., Tier 1 Research facilities).

The parties agree that FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY shall act as a network 'spoke' and strategic collaborator, as characterized by NSIN's decision to embed a University Program Director (UPD) on the campus, or other appropriate location designated by the parties, of FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY. The UPD reports to his/her Regional Director within NSIN and to the Associate Dean for Research and Graduate Studies at the FAMU-FSU College of Engineering at FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY. The parties will establish and articulate operational strategies, goals and priorities in alignment with the research activities. Day to day management of the UPD while on FAMU premises will be handled by the FAMU-FSU Engineering Associate Dean. The UPD will sign an agreement with FAMU agreeing that he/she will be subject to all applicable regulations and policies relevant to this position. The UPD may be removed for cause following consultation with the NSIN Managing Director and the FAMU-FSU Engineering Associate Dean to whom he/she reports on a daily basis. The Florida Agricultural and Mechanical University UPD may have additional duties (not to exceed 30% of total effort) as the NSIN Liaison Officer (NSIN LNO) to the FL SUS Office of the Chancellor in order to ensure maximum participation and consistency in quality of programs across the FL SUS institutions.

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V. RESPONSIBILITIES OF THE PARTIES.

A. NSIN will:

- i. Identify a suitable candidate to assume the duties and responsibilities of the FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY University Program Director within 90 days from the effective date of this memorandum. The Dean of the FAMU-FSU College of Engineering will have an opportunity to review the selected candidate before the appointment is made.
- ii. Coordinate and/or provide all necessary funding and additional support to support the UPD salary and benefits, execution of NSIN programs and activities at FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY through separate mechanisms in accordance with Section I(B) of this MOA;
- iii. Provide communications guidance related to the usage of the NSIN logo, references to FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY's collaboration with the U.S. Department of Defense through this memorandum, and for all programs, activities, events, and collaboration initiated between the parties;
- iv. Collaborate with FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY to identify and/or create new, bespoke programming opportunities to be executed by the parties, provided such opportunities are consistent with the purpose and scope of this MOA;
- v. Ensure that no programs, activities, events, or projects between the parties violate any provisions of the International Traffic in Arms Regulations (ITAR);
- vi. Identify any and all projects that may include restrictive requirements on citizenship by providing FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY at least a 120-day notice to consider if that such work may be performed by FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY;
- vii. Source and/or provide access to DoD end users and problems to support all work between the parties outlined throughout this MOA and as provided for in any appropriate written agreements entered at a later date.

B. FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY will:

- i. As desired, provide input to the final candidate selection related to Section V(A)(i) above as well as providing relevant policies that will apply to the candidate being on campus such as the requirement for background checks and a separate written agreement;
- ii. Provide administrative support to the NSIN UPD, including, but not limited to, designating and providing office space, university email, and other such privileges as may be enjoyed by similarly situated visiting scholars at FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY or as may be specifically agreed to by the parties;
- iii. Identify a single point of contact that will be responsible for developing and approving an annual plan to be executed by the parties in support of the objectives and scope of this memorandum;
- iv. Provide a contact in the Office of Communications who will provide communications guidance related to the usage of the FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY name and/or logo, associated with the collaboration described in this MOA, and for all programs, activities, events and collaboration between the parties;
- v. Commit to delivering core NSIN programs (e.g., Hacking for Defense or Hacks), provided it is agreed to within the auspices of Section V(B)(iii), above, contingent upon successful negotiation and execution of appropriate written agreements at a later date, which shall outline the terms and conditions for any particular program; and

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- vi. Promote cooperation and support for the NSIN UPD's state-wide efforts as coordinated through the FL SUS Office of the Chancellor.

VI. FUNDS.

This MOA is not a funding document and does not represent the obligation or transfer of funds. Generally, each Party shall be responsible for funding its own activities and personnel, except where such activities comport to Section I(B) of this MOA and V(A)(ii) in which case all costs shall be borne by NSIN through appropriated funds provided by the U.S. Congress, unless the parties establish a cost-sharing arrangement in writing.

VII. PERSONNEL.

Except where specifically noted in Sections IV and V, each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. All personnel affected by this memorandum will maintain appropriate rating and performance evaluation chains consistent with the provisions under which they are hired.

Nothing in this MOA shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation, or warranty for or on behalf of the other Party.

VIII. GENERAL PROVISIONS.

Either Party may terminate its participation in the MOA by written notification to the other with not less than 180 days notification required. The MOA may also be terminated upon the mutual written consent of the Parties or upon national expiration.

- 1. **POINTS OF CONTACT.** The University signatory will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact (POC) upon reasonable notice to the other Party. At this writing, the designated POCs are:

For Florida Agricultural and Mechanical University:

Farrukh S. Alvi, PhD, FAMU-FSU Engineering Assoc. Dean for Research and Graduate

Studies

alvi@eng.famu.fsu.edu 850-410-6336 and 850-644-0053

For National Security Innovation Network:

Dr. Tommy Sowers, Southeast Regional Director

tsowers@nsin.us

Phone: 919-590-9069

Either Party may designate a new POC at any time by informing the other Party in writing.

- 2. **CORRESPONDENCE.** All correspondence to be sent and notices to be given pursuant to this MOA will be addressed according to the name identified below or as may from time to time otherwise be directed by the Parties.
- 3. **REVIEW OF AGREEMENT.** This MOA shall be reviewed bi-annually on or around the anniversary of its effective date to determine its continued applicability.
- 4. **MODIFICATION OF AGREEMENT.** This MOA does not restrict either Party from collaborating with any other third Parties in the areas specified in this MOA. This MOA is a non-binding expression of the current intentions of the Parties and does not create any legally binding rights or obligations upon any of the Parties nor will any Party incur any expense hereunder until


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and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.

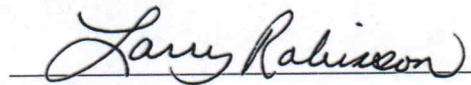
This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5. **DISPUTES.** Any disputes relating to this MOA will be resolved by the signatories below (or their designees), subject to applicable laws and/or policies of the respective Parties.
6. **TRANSFERABILITY.** This Agreement is not transferable, except with the written consent of the Parties.
7. **ENTIRE AGREEMENT.** It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, except for those matters covered in Section I(B).
8. **EFFECTIVE DATE.** This MOA takes effect between signing members beginning on the day after the second signatory signs.
9. **EXPIRATION DATE.** This Agreement expires five years following the effective date, unless renewed by mutual agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date last written below.

By: 

Morgan C. Plummer
Managing Director
National Security Innovation Network



Larry Robinson, Ph.D.
President
Florida Agricultural and Mechanical
University Board of Trustees

Date: 2020/08/13

Date: 08/11/2020