

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES CUSTOMS AND BORDER PROTECTION
AND
US AIR FORCE SPECIAL OPERATIONS COMMAND**

1. PURPOSE

This Memorandum of Agreement (MOA) establishes and defines responsibilities and authorities between U.S. Customs and Border Protection (CBP), Office of Air and Marine and the 670 AESS, Battlefield Airmen Program Office for the acquisition, integrated logistical support and maintenance support of the Small Unmanned Aircraft System (SUAS) also known as the Battlefield Air Targeting Micro Air Vehicle (BATMAV).

2. SCOPE

Goods and services that may be provided under this MOA include acquisition, technical assistance, review and recommendations, cost estimates, contract administration, program management and integrated logistical and maintenance support. Additional support shall be provided after a technical requirements document has been agreed upon by a representative of each party authorized to execute that technical requirements document.

The responsibilities and duties of CBP and the 670 AESS BATMAV PM with respect to acquisition, integration and related services are described below and may be more specifically elaborated in the technical requirements document executed for specific services being requested by CBP.

3. REFERENCES:

Applicable documents are cited in the Document Summary List (Appendix B of this document) by number, title, date, and as otherwise specified in this document.

4. RESPONSIBILITIES:

CBP is responsible for the development of requirements and funding of system acquisition, integration, test, fielding and operational and logistical support of CBP aircraft. Contingent upon funding, CBP will establish a Program Coordinator and Contracting Officer Technical Representative (COTR) to serve as single Point of Contact (POC), to coordinate management of requirements, acquisition, and upkeep issues with the 670 AESS BATMAV PM.

The 670 AESS BATMAV PM is responsible for, in support of CBP, providing a POC to coordinate acquisition, modifications and integration of mission equipment packages, and associated testing, sustainment planning (technical manuals, training packages, provisioning requirements, etc), providing technical, logistical and programmatic expertise concerning these aircraft and their Associated Support

Items of Equipment (ASIOE) affected by the modifications or integration of mission equipment packages to include all programmatics, logistics, systems engineering, system safety, and test support required to provide acquisition, total package fielding, and total life cycle programmatic and sustainment support. The 670 AESS BATMAV PM POC will also support the future acquisition of SUAS.

AGREEMENT:

a. CBP agrees to:

- (1) Fund all costs, both nonrecurring and recurring associated with the acquisition, integration, qualification, installation, Type Classification and Material Release for CBP SUAS modifications and integration of mission equipment packages. To include the development, integration, production and fielding for any additional or new test equipment or Ground Support Equipment (GSE) in accordance with Appendix A.
- (2) Define program requirements including a technical requirements document, requirements for security, access to and disclosure of sensitive information and coordinate validated user requirements with 670 AESS BATMAV PM.
- (3) Attend technical reviews at times and locations mutually agreed upon by both parties including technical requirements document reviews
- (4) Participate in the following programmatic/budgetary meetings/reviews at times mutually agreed upon by both parties:
 - (a) Financial managers' meeting to streamline funding issues
 - (b) Program Reviews to discuss overall contract performance
- (5) Provide operators for flight tests and acceptance flights.
- (6) Provide input, if requested, to 670 AESS for future response to Congressional, Office of Management and Budget and Office of the Secretary of Defense inquiries regarding the BATMAV system.

b. The 670 AESS BATMAV PM agrees to:

- (1) Designate a 670 AESS BATMAV PM Project Lead.
- (2) Provide a Program Management Budget estimate for support requirements and will coordinate funding documentation requirements with CBP. (See Appendix A)
- (3) Provide CBP with monthly detailed program progress and schedule reports and semiannual financial reports; financial reports shall include information on all funds received obligated, and expended; as well as forecasted obligations and expenditures.
- (4) Provide integrated logistics planning such as:
 - (a) Standardized or non-standardized processes for logistic support tailored to the customer's defined Maintenance Concept which

includes but is not limited to Technical Manuals, Supply Support, Levels of Maintenance, Reliability and Maintainability issues, and Contractor Logistic Support

- (b) Provide training for CBP personnel as outlined in the technical requirements document
- (5) Host the following types of technical reviews at times mutually agreed upon by both parties:
 - (a) Technical requirements document reviews
- (6) Host and participate in the following programmatic/budgetary meetings/reviews at times mutually agreed upon by both parties:
 - (a) Financial managers' conference to streamline funding issues
 - (b) Program Reviews to discuss overall contract performance
- (7) Establish the contracting vehicle for aircraft OEM support of aircraft procurement and mission equipment package/modification integration efforts. The OEM involvement is necessary to review Interface Control Documents (ICDs) and modifications to the aircraft to ensure no negative impacts are forecast on the current fleet. The OEM also participates in verification that modifications do not interfere with existing, and where possible, planned ECPs, modernization, or recapitalization efforts.
- (8) Provide operators, which may be augmented with CBP flight crews or system support during flight tests; flight tests may be monitored by designated CBP representatives

5. PUBLIC INFORMATION

Justification and explanation of CBP programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of CBP. 670 AESS BATMAV PM may provide, upon request, any assistance necessary to support CBP justification or explanations of CBP programs conducted under this MOA. CBP is responsible for all public information, but 670 AESS BATMAV PM may make public announcements and respond to inquiries relating to the ordinary procurement and contract award and administration process. Both parties shall make their best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed under this MOA.

6. DISPUTE RESOLUTION

CBP and 670 AESS BATMAV PM shall use their best efforts to resolve any dispute in an informal fashion through consultation and communication, or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. Should a disagreement arise as to the interpretation of the provisions of this MOA that cannot be resolved between 670 AESS BATMAV PM and CBP, the area(s) of

disagreement will be reduced to writing by each agency and presented to the authorized officials at both agencies for resolution.

7. SURVIVAL

The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

8. SEVERABILITY

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

9. EFFECTIVE DATE

This agreement becomes effective upon the date of the last approving signature and will remain in effect unless terminated in advance or superseded by the mutual consent of both parties. This agreement is also subject to change at any time by the mutual consent of both parties.

10. PERIODIC REVIEW

This agreement will be reviewed annually 90 days prior to the anniversary date for adequacy, completeness and development of revisions as required. Evidence of the action of this review process shall be made by letter endorsement referencing the agreement by both parties.

(b) (6)

01/09/09
Date

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(b) (6) Lt Col, USAF
Commander, 670 AESS

14 JAN 09
Date

Appendix A: FUNDING

1. CBP shall pay only the costs incurred by 670 AESS BATMAV PM associated with the provision of goods or services under this MOA. CBP shall formally transfer funds to 670 AESS BATMAV PM or certify the availability of funds to 670 AESS BATMAV PM prior to 670 AESS BATMAV PM incurring costs against the technical requirements document or any engineering change proposal. As such, each engineering change proposal shall include, or be accompanied by, a certification of the availability of funds necessary to accomplish that engineering change proposal. Each engineering change proposal shall also include a funding plan establishing a schedule and estimated amounts for provision of funds to 670 AESS BATMAV PM under that engineering change proposal. The funding plan in each engineering change proposal will also indicate that funds are to be provided by CBP to 670 AESS BATMAV PM, on a reimbursable basis, via DD Form 448 - Military Interdepartmental Purchase Request (MIPR) or a CBP SF 236 interagency agreement equivalent. 670 AESS BATMAV PM shall bill CBP for costs incurred using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and CBP shall reimburse 670 AESS BATMAV PM within 30 days of receipt of an SF 1080. Based on the amount on the SF1080, 670 AESS BATMAV PM will seek reimbursement using the Intra-Governmental Payment and Collection (IPAC) system. CBP's accounting location code is 70 05 0800.
2. If 670 AESS BATMAV PM forecasts actual costs under an engineering change proposal to exceed the amount of funds available under that engineering change proposal, it shall promptly notify CBP of the amount of additional funds necessary to complete the work. CBP shall either provide the additional funds to 670 AESS BATMAV PM, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that proposal.
3. CBP will direct the release of funds for each type of support at the intervals noted below:
 - a. Contract support on a yearly basis
 - b. Organic support funding on a quarterly or semi-annual basis
4. The 670 AESS BATMAV PM can request re-negotiation, should the CBP schedule or support requirements change such that agreed upon funding and/or manpower requirements need to be adjusted.

APPENDIX B: References

DOCUMENT SUMMARY LIST (DSL) FOR THE BATMAV SYSTEM PROGRAM		
DOCUMENT Number/CDRL Number	TITLE	DATE/ CATEGORY
1. CJCSI 6212.01(D)	Interoperability and Supportability of Information Technology and National Security Systems	8-Mar-2006 Cat. 0
2. DI-MISC- 81418 (A001)	Operating Procedures Manual - Acceptance Test Procedure	14-Nov-1994 Cat. 1
3. DI-TMSS- 80527A (A002)	Commercial Off-the-Shelf (COTS) Manual- Training and Operators Manual	21-May-1997 Cat. 1
6. DI-NDTI- 80566/T (A005)	Test Plan	13-Apr-1988 Cat. 1
7. DI-CMAN- 81248A (A006)	Interface Control Document (ICD) - Swappable Payload & Voice Control Software	30-Sep-2000 Cat. 1
8.a DI-MISC- 81183A/T (A007)	Delivery Schedule	09-Feb-1996 Cat. 1
9. DI-IPSC- 81488 (A008)	Computer Software Product (all new and/or revised software required to implement the system integration)	31-Jul-1995 Cat. 1
10. DI-IPSC- 81431A (A009)	System/Subsystem Specification (SSS)	10-Jan-2000 Cat. 1
11. N/A	BATMAV Security Classification Guide	unknown Cat. 1
12. BATMAV SRD version 2.7	System Requirements Document for Battlefield Air Targeting Micro Air Vehicle (BATMAV) – Increment Two System Development	28-Jul-2006 Cat. 1