

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE NATIONAL TELECOMMUNICATIONS AND INFORMATION
ADMINISTRATION (NTIA), U.S. DEPARTMENT OF COMMERCE**

AND

**THE NATIONAL INSTITUTE OF STANDARDS AND
TECHNOLOGY (NIST), U.S. DEPARTMENT OF COMMERCE**

AND

**CHIEF INFORMATION OFFICER (CIO),
U.S. DEPARTMENT OF DEFENSE (DoD)**

CONCERNING

The National Advanced Spectrum and Communications Test Network Capability

The National Telecommunications and Information Administration (NTIA) and the National Institute of Standards and Technology (NIST), U.S. Department of Commerce (DOC), and the Chief Information Officer, U.S. Department of Defense (hereafter referred to as “DoD” and hereafter collectively referred to as the “Parties”) do hereby enter into this Memorandum of Agreement (MOA) under the terms and conditions set out below, and DOC policies on the use of DOC equipment and facilities to support the National Advanced Spectrum and Communication Test Network capability (NASCTN). NASCTN is a network of government, academic, and commercial capabilities to facilitate and coordinate the use of intellectual capacity, modeling and simulation (M&S), laboratory facilities, and test ranges (hereafter referred to as engineering and testing capabilities) to meet national spectrum interests and challenges.

The Center for Advanced Communication (CAC) is a joint effort between NIST and NTIA to advance the fundamental understanding of spectrum and spectrum usage to promote spectrum sharing approaches and innovation.

I. NTIA AND NIST RESPONSIBILITIES

NTIA and NIST, acting through the CAC program, will operate a NASCTN capability. As an integral part of this effort, the CAC program will provide access to NTIA and NIST engineering and testing capabilities in accordance with DOC policy and regulations and will share spectrum information related to the development of a fused understanding of national spectrum challenges. In addition, NIST, pursuant to its authority under 15 USC §§ 272(b)(10), 272(c)(11), 272(c)(12), 272(c)(14), 272(c)(22), 273, 275a, will provide support to DoD according to the following listed items while DoD is engaged in activities related to the NASCTN capability. NTIA’s authority is pursuant to 47 USC § 902 (b)(2)(L)(iii) and (iv), which authorize it to conduct research and

analysis of electromagnetic propagation, radio systems characteristics, and operating techniques affecting the utilization of the electromagnetic spectrum in coordination with specialized, related research and analysis performed by other Federal agencies in their areas of responsibility; and to conduct research and analysis in the general field of telecommunications sciences in support of assigned functions and in support of other Government agencies.

- (1) NIST will provide access to the NIST laboratories at 325 Broadway, Boulder, Colorado 80305 (hereafter “Facility”), for DoD staff for the length of this MOA.
- (2) NIST will provide administrative support, commensurate with CAC staff support, for the DoD staff, including but not limited to:
 - a. Office space (including furnishings) and meeting rooms for up to three DoD staff;
 - b. Information Technology (IT) and communications services for all DoD staff;
 - c. Facility area that can be used for classified, up to SECRET, information handling, storage and discussion; and
 - d. General administrative support such as access to mail.
- (3) Pursuant to 15 USC § 275a, NIST has determined that the interest of the Government would be best served by waiving the charge for administrative support provided under this section while DoD is engaged in activities related to the NASCTN capability.¹
- (4) The DoD staff will not be provided office supplies or secretarial support at the Facility.

II. DoD RESPONSIBILITIES

DoD will provide access to the DoD organization’s engineering and testing capabilities in accordance with the DoD organization’s policies and regulations and will share spectrum information related to the development of a fused understanding of national spectrum challenges. DoD enters into this MOA pursuant to its statutory, regulatory, and delegated authorities and assigned responsibilities in accordance with DoD Directive 5144.02, “DoD Chief Information Officer (DoD CIO),” November 21, 2014, and pursuant to DoD Instruction 4000.19, “Support Agreements,” April 25, 2013.

- (1) DoD staff. DoD will provide the names and titles of its personnel, including qualified subject matter experts, that it designates to serve as liaison(s) with the CAC program, to use or assist in the use of the Facility, or otherwise to support DoD’s activities under this MOA. All such designated DoD staff will abide by all applicable regulations relating to

¹ The Federal Communications Commission’s (FCC’s) 2010 National Broadband Plan called for 500 megahertz of spectrum to be made newly available for broadband within 10 years, of which 300 megahertz should be made available for mobile use within five years, and the 2012 Report of the President’s Council on Science and Technology, “Realizing the Full Potential of Government-Held Spectrum to Spur Economic Growth,” recommended that underutilized government spectrum be shared to the maximum extent possible. In 2014, the FCC proposed that the 3.5 GHz band be made available for a shared “innovation band.” Much, if not all, of spectrum under consideration for sharing will come from Federal agencies, and sharing will present spectrum interests and challenges of critical importance to the Nation.

safety, security, and conduct, including applicable building and restricted area access controls, while at the Facility or other DOC premises.

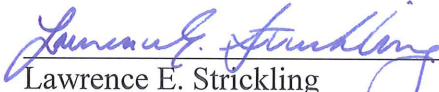
III. GENERAL PROVISIONS

- (1) Apart from the administrative support provided under Section I(2), each Party will fund its own activities under this MOA, subject to the availability of appropriations. This MOA does not authorize or obligate any transfer of funds between the Parties.
- (2) This MOA does not alter or affect in any way any right, title, or interest in any information that may be shared or developed under the activities governed by this MOA. The Parties agree not to disclose any classified information or controlled unclassified information during the activities under this MOA unless and until the Parties have executed a separate use and nondisclosure agreement governing such disclosures.
- (3) The Parties agree to enter into a charter for NASCTN within six (6) months of the effective date of this MOA.
- (4) This MOA will be in effect for one year (365 days) commencing on the date of the last signature to this MOA. This MOA may be renewed by mutual written agreement of the Parties.
- (5) The Parties each reserve the right to terminate this MOA at any time. If NTIA and NIST elect to terminate this MOA, DoD agrees to discontinue its use of the Facility no later than thirty (30) days after receipt of written notice from DOC or its designee.

By signing below, each Party's representative is affirming his or her authorization to bind that Party to the terms and conditions of this MOA.

For the National Telecommunications and Information Administration:

MAR 11 2015


Lawrence E. Strickling
Assistant Secretary of Commerce for
Communications and Information

Date: _____

For the National Institute of Standards and Technology:


Willie E. May, Ph.D.
Acting Director and Acting Under Secretary
of Commerce for Standards and Technology

Date: MAR 11 2015

For the Chief Information Officer, Department of Defense:


Terry A. Halvorsen
Acting Chief Information Officer, Department of Defense

Date: MAR 11 2015