Memorandum of Understanding
between
the National Aeronautics and Space Administration
and
the Defense Contract Management Agency
for
Contract Administration and Audit Services

The National Aeronautics and Space Administration (NASA) and the Defense Contract Management Agency (DCMA), through this new Memorandum of Understanding (MOU), affirm their mutual interest in continuing their longstanding partnership on mutually beneficial collaborative activities related to contract administration and audit services. In this MOU, NASA and DCMA may be individually referred to as a "Party" and collectively referred to as the "Parties."

I. Background

NASA and DCMA have worked in partnership to effectively administer NASA contracts for more than 50 years. The June 18, 1969, "Agreement Between the National Aeronautics and Space Administration and the Department of Defense [DOD] for Performance of Contract Administration and Contract Audit Services in Support of NASA Contracts," laid the groundwork for DOD to perform contract administration services and audit services for NASA. This partnership is most recently influenced by the December 2021 "United States Space Priorities Framework" and the December 2020 "National Space Policy," which led to more commercial vendors entering the space systems provider market; a change to NASA's acquisition strategies; and changes in the NASA supply chain.

In 2017, NASA revised its risk management policy to institutionalize a formal process of risk acceptance (RA) that assigns (1) accountability for RA decisions affecting safety and mission success to a single authoritative individual (e.g., program manager) and (2) responsibility for independent assessment of, and concurrence with, RA decisions to organizational Technical Authorities. This revised policy also significantly changed how decisions related to product and process conformance are made.

II. Purpose

This MOU affirms the intent of the Parties to align expectations, requirements, and responsibilities as they relate to NASA-specific contract audit and administration services (CAAS) and identifies a number of areas in which the Parties intend to explore collaborative activities related to CAAS.

III. Objectives

The Parties intend to pursue collaborative activities that would address CAAS challenges, improve communication between the Parties, develop strategies, and achieve objectives that map to those strategies using initiatives and processes such as implementation of policies, tools, training/certification, internal assessment, and budget models.

A. The broad areas in which the Parties intend to work together include, but are not limited to:

1. Establishing a DCMA/NASA Executive Steering Group (ESG)

2. Establishing formal recurring engagement between both Parties' ESG members and between DCMA and NASA Director-level leadership

3. Implementing common strategies across the Parties

4. Using strategic-level and tactical-level (i.e., procedural) guidance for DCMA and NASA employees who are supporting NASA requirements

5. Leveraging common processes and activities to improve efficiencies and synergy across both agencies

6. Communicating and using operational awareness so that the Parties can make informed and coordinated decisions

7. Using internal controls, processes, and reporting for CAAS activities

8. Harmonizing processes/requirements to improve contract quality, reduce contract costs, and improve contract delivery schedule

9. Reducing redundancy to support affordability objectives.

B. The areas of specific interest in which the Parties intend to work together include, but are not limited to:

1. Jointly developing and implementing a communication improvement strategy that establishes and synchronizes communication about technical and programmatic data and insights, risks, actions and results, issues and resolutions, and best practices

2. Creating strategies for resource planning, to identify and perform tasks delegated to DCMA, and to accommodate the wide variety of NASA developments, risk environments, and its dynamic budget environment, while achieving labor efficiencies through redundancy avoidance

3. Creating and updating strategic plans for continuous improvement of the NASA Letter of Delegation (LoD) process

4. Standardizing process metrics that inform DCMA and NASA about objective attainment and improvement trends and eliminate risks

5. Establishing working groups, as needed, to implement the common strategies and initiatives established by the DCMA/NASA ESG to maintain this MOU.

6. Developing, deploying, and maintaining policies and operational guidance to reflect the objectives in this MOU

7. Using memoranda of instruction, or equivalent, and provide training to deploy the policies and operational processes described in section II.B.6

8. Providing reports, status updates, and issue-focused working group outputs (e.g., policies, procedures, guidance) at agreed upon intervals to NASA.

9. Ensuring Agency Directors are briefed routinely by their respective ESG leads and together, annually, at a minimum, to communicate emerging priorities, constraints, and evolving common engagement strategies and to address high impact risks to DCMA's or NASA's processes and mission success.

10. Mutually establishing transition timelines and criteria for time-sensitive processes with respect to changing support requirements

11. Identifying risk to NASA by reviewing the LoD and contract requirements during LoD acceptance, annually, and/or when contract requirements change

IV. Collaboration on Specific Activities

A. Should both Parties agree to enter binding obligation in connection with the activities described in this MOU, the Parties will negotiate and enter into separate agreements, independent of this MOU, and as permitted by and in accordance with law and the respective Parties' policies and processes.

V. Executive Steering Group (ESG)

A. DCMA/NASA ESG:

The DCMA/NASA ESG provides strategic direction for engagements between NASA and DCMA for the purpose of effective management and execution of delegated CAAS tasks (hereafter referred to as the DCMA-NASA Support Program). The ESG is the decision-making body that directs, monitors, and oversees execution of the DCMA-NASA Support Programs, reports progress for its improvement initiatives and risks to Agency Directors and leadership, and facilitates collaboration between the agencies.

The NASA ESG membership will consist of representatives from NASA's Office of Procurement (OP) and for each Mission Support Directorate (MSD) office which is delegating tasks to DCMA (e.g., Office of Safety and Mission Assurance (OSMA), Office of Chief Financial Officer (OCFO), and Office of Chief Engineer (OCE)). The OP representative will coordinate the participation of all NASA members.

The DCMA ESG membership will consist of representatives from DCMA Deputy Director's office, DCMA HQ TD, DCMA HQ Financial Budget (FB), and DCMA HQ Contracts Directorate (Acquisition). DCMA HQ TD will coordinate the participation of all DCMA HQ members.

1. The DCMA/NASA ESG will:

1.1. Be co-chaired by the NASA and DCMA HQ ESG POCs or their designated representatives.

1.2. Meet at least twice a year or as needed at a mutually agreed upon location. Use of virtual meeting platforms is at the discretion of the ESG.

1.3. Provide an Annual Performance Review of the DCMA-NASA Support Program to the Executive Directors and Agency Directors including:

1.3.1. The ESG's strategic developments and initiatives.

1.3.2. Evaluation of current resource requirements, allocations, and variances.

1.3.3. Challenges and breakthroughs.

1.3.4. Planning for the upcoming year's program, requirements, and resources.

1.3.5. Open Actions.

2. Priorities and Considerations of the ESG:

2.1. Common strategic-level approach to executing activities delegated to DCMA by NASA.

2.2. Optimize value to NASA through integration of DOD/NASA supplier data and CAAS activities.

2.3. Design, develop, adjust, and implement DCMA-NASA Support Program policy, certification, and training requirements where NASA requirements differ from the DCMA standard DOD mission support baseline (e.g., personnel certification and training requirements).

2.4. Coordinate with and advise internal and external government groups (e.g., Office of the Secretary of Defense, Joint DOD Safety and Mission Assurance (SMA) Working Group) when needed to correct or improve joint DCMA-NASA process executions (e.g., invoicing).

2.5. Create a single POC between NASA's OSMA Technical Liaison to DCMA, and DCMA when communicating and coordinating high impact information that results in directing those leading or executing delegated quality assurance activities.

2.6. Using process controls for identifying and managing jointly executed and scheduled activities. These controls include:

2.6.1. Support joint activities such as supplier assessments or failure investigations that involve both NASA and DOD contracts (crosscutting).

2.6.2. Support government, industry, and trade groups, as required, to influence/align standards, requirements, and trends, reduce unique government requirements, and eliminate duplication of effort.

2.7. Acquire and manage data, using information technologies wherever practicable, associated with NASA-delegated activities and the activities of the ESG, and provide for routine access by the Parties to such data.

2.8. Use reviews, audits and/or visits, as deemed necessary, to evaluate the successful dissemination of the information herein and in the policies, processes, and guidance proliferated by the ESG for the DCMA-NASA Support Program.

2.9. Pragmatic evaluation of existing conditions, opportunities, and constraints; and development of strategies, objectives, and initiatives to maximize the implementation and effectiveness of new or changed processes.

2.9.1. Jointly support senior level contractor reviews where the contractor has both DOD and NASA contract requirements as appropriate.

2.9.2. Jointly support government planning meetings where the contractor has both DOD and NASA contract requirements as appropriate.

2.10. Use of a repeatable end-to-end budget management process for budget planning, funding transfers, and invoicing between DCMA and NASA for delegated activities.

2.11. Communication protocols that provide clarity and accuracy in matters of direction to DCMA and NASA personnel engaged in delegated tasks and for reporting and handling risks.

2.12. Clarity regarding processes, requirements, and outputs (e.g., delivered reports, data, and approvals).

2.13. Clarity regarding the scope of delegated activities to ensure that risk-based decision- making occurs within NASA programs and projects in accordance with technical authority policies.

2.14. Treatment of Quality Assurance (QA) data as a mandatory output of delegated QA tasks and direct entry of that data into NASA data acquisition and management systems or automated transfer of that data from a DCMA repository into NASA data acquisition and management systems.

2.14.1. All data collected by DCMA in the execution of taskings covered by the 1969 agreements and this MOU may be entered into DCMA systems per DCMA policy.

2.14.2. Entry of collected data into DCMA systems does not relieve the responsibility to enter or transfer that data to NASA systems at NASA request.

3. The DCMA/NASA ESG will:

3.1. Jointly develop and implement a communication improvement strategy that establishes and synchronizes communication about technical and programmatic data and insights, risks, actions and results, issues and resolutions, and best practices.

3.2. Create strategies for resource planning, to identify and perform tasks delegated to DCMA, and to accommodate the wide variety of NASA developments, risk environments, and its dynamic budget environment, while achieving labor efficiencies through redundancy avoidance.

3.3. Create and update strategic plans for continuous improvement of the NASA LoD process.

3.4. Standardize process metrics that inform DCMA and NASA about objective attainment and improvement trends and eliminate risks.

3.5. Establish working groups, as needed, to implement the common strategies and initiatives established by the ESG to maintain this MOU.

VI. Administrative Points of Contact & Procedures for amending, terminating, reviewing, transferring, and MOU dispute resolution

A. The following personnel are designated as the Points of Contact (POC) between the Parties in performance of this MOU. Each Party may change its POC upon reasonable notice (30 days) in writing to the other Party.

1. NASA
Ms. Karla Smith Jackson Deputy, Chief Acquisition Officer and Assistant Administrator for Procurement
(202) 358-2090
karla.s.jackson@nasa.gov

2. DCMA
Mr. Craig Bennett DCMA HQ, NASA SME
(804) 539- 6041
craig.t.bennett.civ@mail.mil

B. Amendment, transfer, review, dispute resolution, termination request, contact NASA and DCMA POCs.

1. Once the request is mitigated and/or MOU amendment/transfer or termination is agreed upon, each party needs to provide written notification to the respective MOU authorized signature officials.

2. Parties can also agree upon a notice period by which a party can terminate the MOU by serving notice as per the provisions under the notice period.

3. Any disputes related to this MOA will be subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

VII. Miscellaneous

A. This MOU is strictly for the management and planning purposes of each of the Parties.

B. This MOU embody the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior MOUs understandings of the Parties with respect to such subject matter.

C. This MOU does not support an obligation of funds, nor does it constitute a binding commitment upon either Party or create any legal rights or obligations for either Party.

D. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting a Party from conducting normal operations or making decisions in carrying out its mission and duties.

E. This MOU does not limit or restrict the Parties from participating in similar activities or arrangements with other entities.

F. Each Party shall be responsible for any and all expenses incurred by that Party relating to this MOU, and neither Party will be responsible for any expense incurred by the other Party unless specifically agreed to in writing, separate from and independent of this MOU.

G. Administration of this MOU and coordination of subsequent NASA-DCMA agreements for activities identified in section VI of this MOU will be the responsibility of the offices identified as the "Administrative Points of Contact" in section VI of this MOU.

H. Either Party may unilaterally terminate this MOU upon ninety (90) calendar days written notice to the other Party.

I. This MOU becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until either (a) a Party decides to terminate its participation according to Section VII.G of this MOU, or (b) five (5) years from the Effective Date, whichever comes first.

J. This MOU must be reviewed and validated by both parties no less often two and half (2.5) years, mid-point from the agreement effective date.

K. Any modification to this MOU will be executed in writing and signed by an authorized representative of NASA and the DCMA.

VIII. Signatures

The respective authorized officials of each organization hereby execute this MOU on the date*[s]* set forth below.

Pamela A. Melroy	EBRIGHT.SONYA.I.1117603411 Digitally signed by EBRIGHT.SONYA.I.1117603411 Date: 2024.01.23 07:04:49 -05'00'
Pamela A. Melroy NASA, Deputy Administrator	Sonya I. Ebright DCMA, Deputy Director
March 12, 2024 Date	Date