



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
US ARMY RESEARCH, DEVELOPMENT AND ENGINEERING COMMAND
ARMY RESEARCH LABORATORY
2800 POWDER MILL ROAD
ADELPHI MD 20783-1197

**COMPUTER NETWORK DEFENSE SERVICE PROVIDER (CNDSP)
MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
ARMY RESEARCH LABORATORY (ARL) CNDSP
AND
UNITED STATES TRANSPORTATION COMMAND (USTRANSCOM)**

**SUBJECT: CNDSP Agreement for Command Communications Service Designator
(CCSD) (b)(3)**

**SUBSCRIBER NAME: Raytheon BBN Technologies
PHYSICAL ADDRESS: 10 Moulton St. Cambridge MA 02138
NETWORK: SIPRNet**

Summary: This Memorandum of Agreement (MOA) provides the formal documented agreement between the Army Research Laboratory (ARL), hereinafter, the Computer Network Service Provider (CNDSP), and the Subscriber, or the Sponsor of the Subscriber when the Subscriber is a commercial entity, as required for compliance with DoDD O-8530.1 and DoDI O-8530.2, which state "The Heads of DoD Components shall require that all component information systems and computer networks are assigned to a certified CNDS" and "all information systems and computer networks must enter into a service with a CNDS provider". To keep pace with emerging threats and technologies, the ARL CNDSP performs and leverages an extensive program of Research and Development (R&D), using available CND data to create, integrate and enhance CND tools and techniques for identifying and defending against cyber threats.

DoD Organizational Tiers:

Tier 1 - US STRATCOM and US CYBERCOM are the Tier 1 and direct all DoD enterprise-wide Information Assurance (IA) activities.

Tier 2- The CNDSPs comprise the Tier 2 and coordinate actions and reporting between Tier 1 to Tier 3 and also perform oversight compliance for the Tier 3.

Tier 3 - The end user organization granted a connection to a DoD network.

ARL Office of Primary Responsibility: The ARL Computer Network Defense Service Provider (CNDSP) shall be the Primary Tier 2 CNDSP and will coordinate any proposed changes with all affected parties.

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Sponsor Responsibility: In the case of a commercial entity being the Subscriber, the Sponsor organization is required to task the Subscriber through a separate contract, with the required activities assigned to the Subscriber, and provide oversight to ensure compliance with tasked activities for the duration of the MOA agreement. Further, the Sponsor shall authorize direct communications between ARL and the Subscriber for purposes of satisfying the requirements of this MOA. The Sponsor shall provide a copy of this MOA to the Subscriber.

TERMINATION DATE: This MOA is valid for three years from the date of the latest signature.

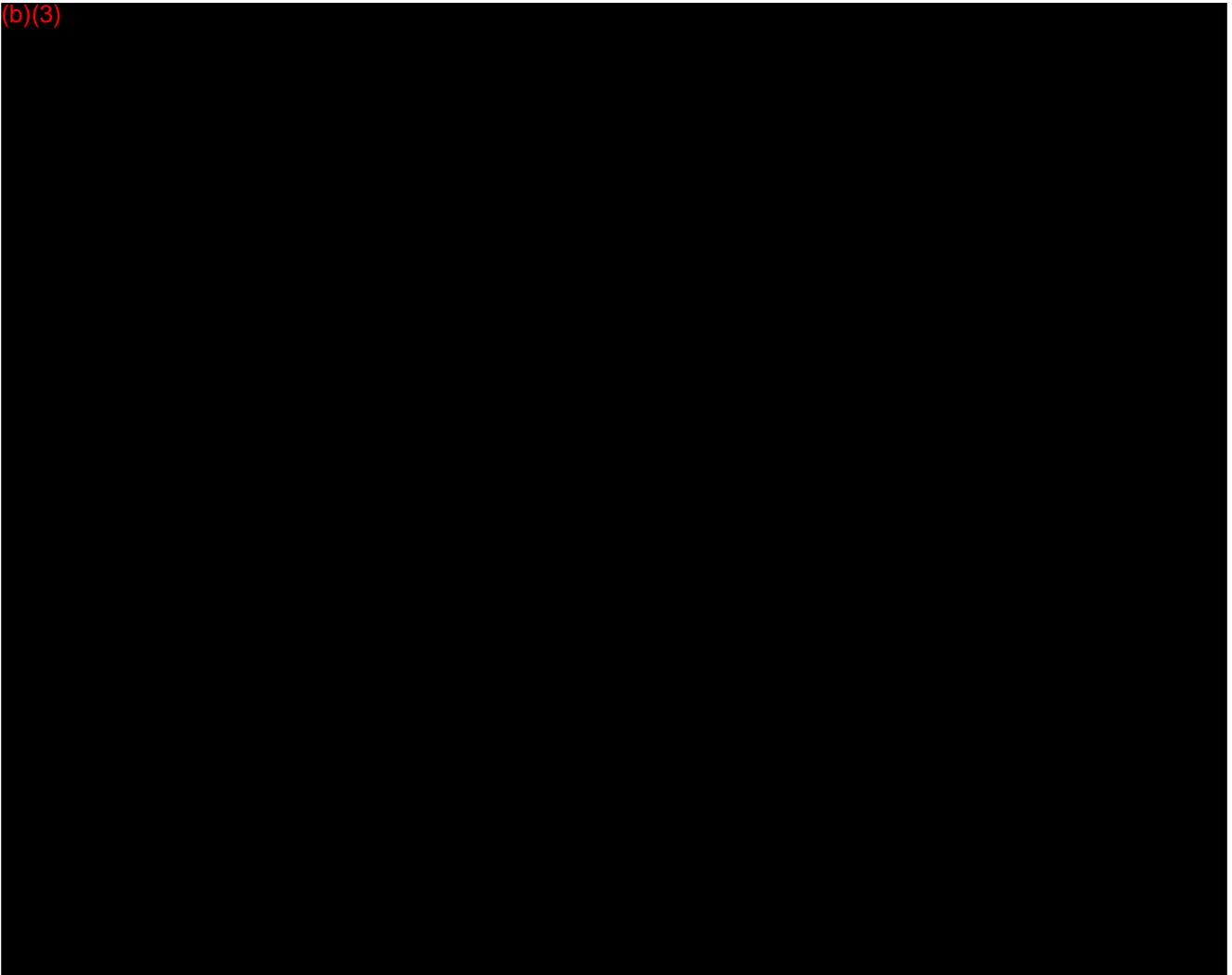
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1. Purpose:

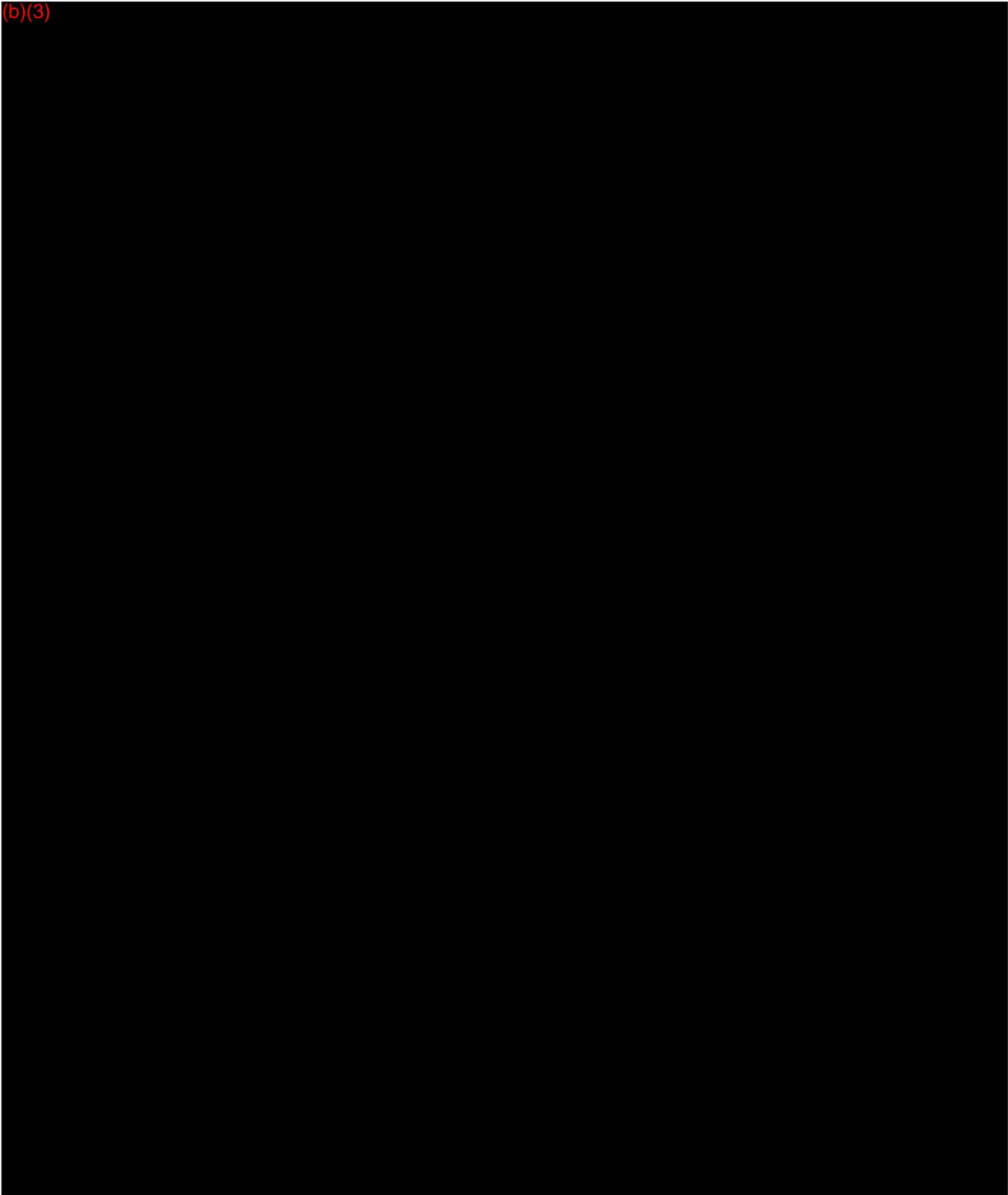
This MOA is between the CNDSP and United States Transportation Command (USTRANSCOM) hereinafter the Sponsor to identify the Computer Network Defense (CND) Services to be provided to Raytheon BBN Technologies, hereinafter the Subscriber, for the above identified CCSD. Specific CND Services covered by this MOA are outlined below, in accordance with DoDI O-8530.2.

(b)(3)



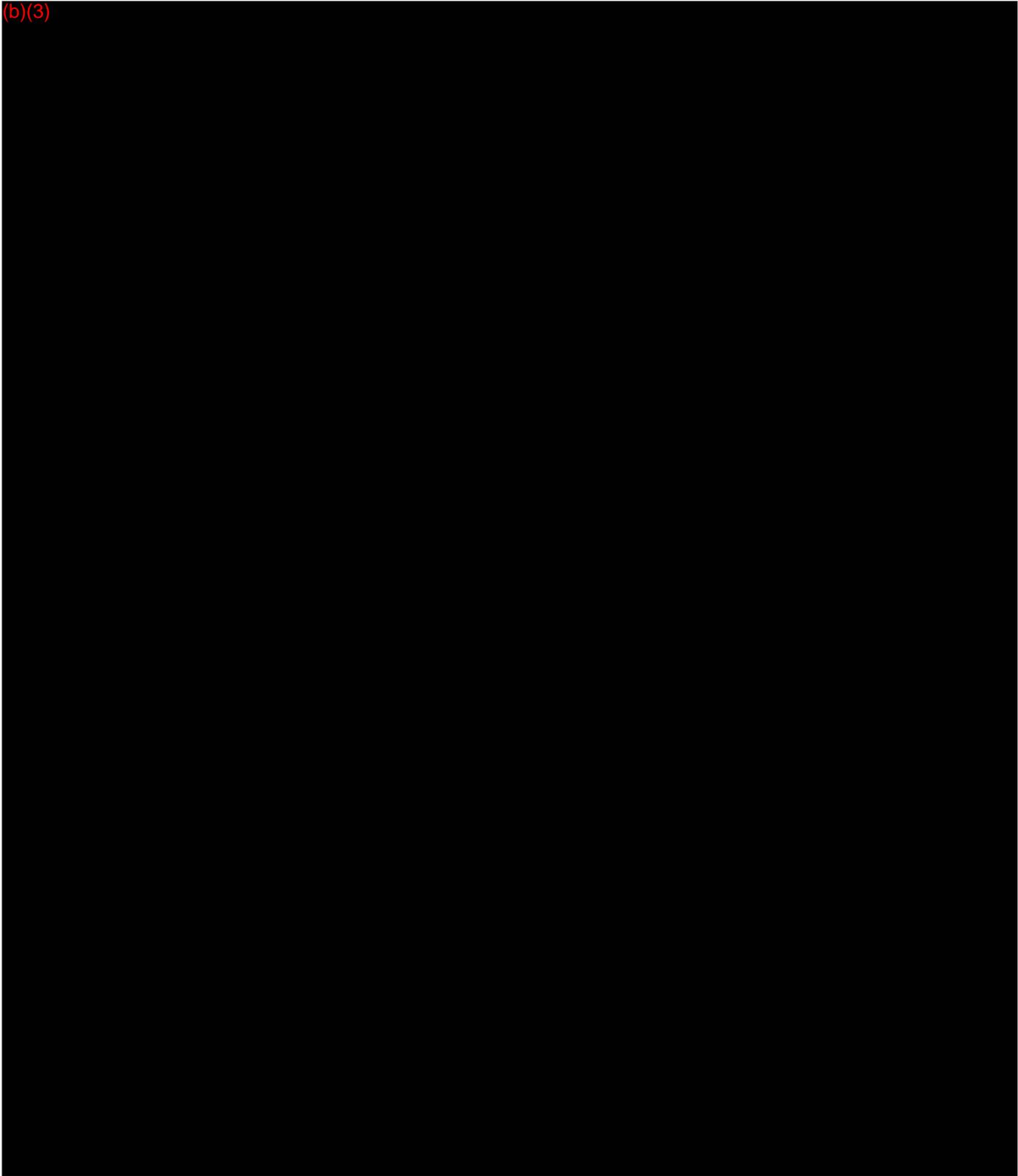
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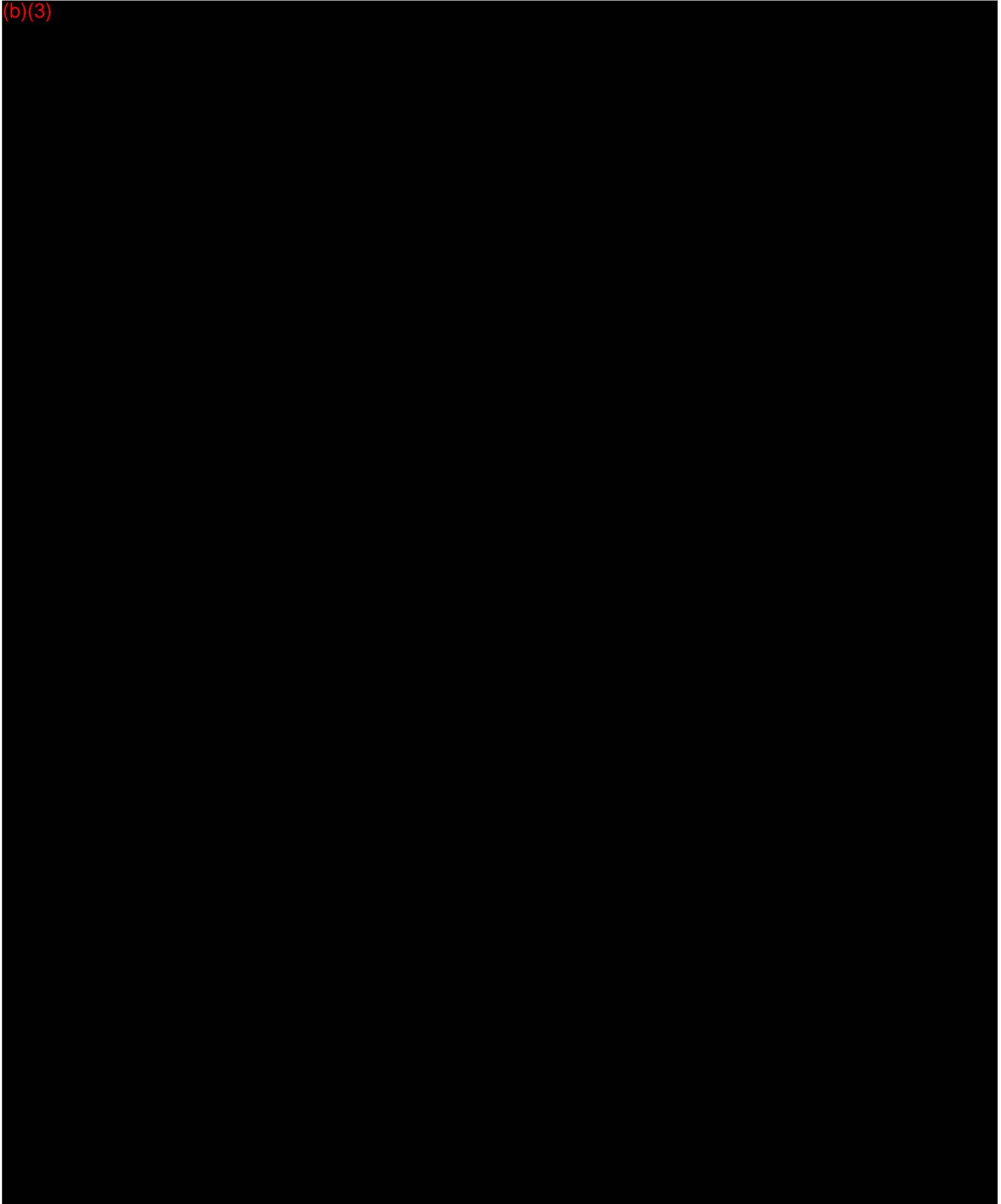
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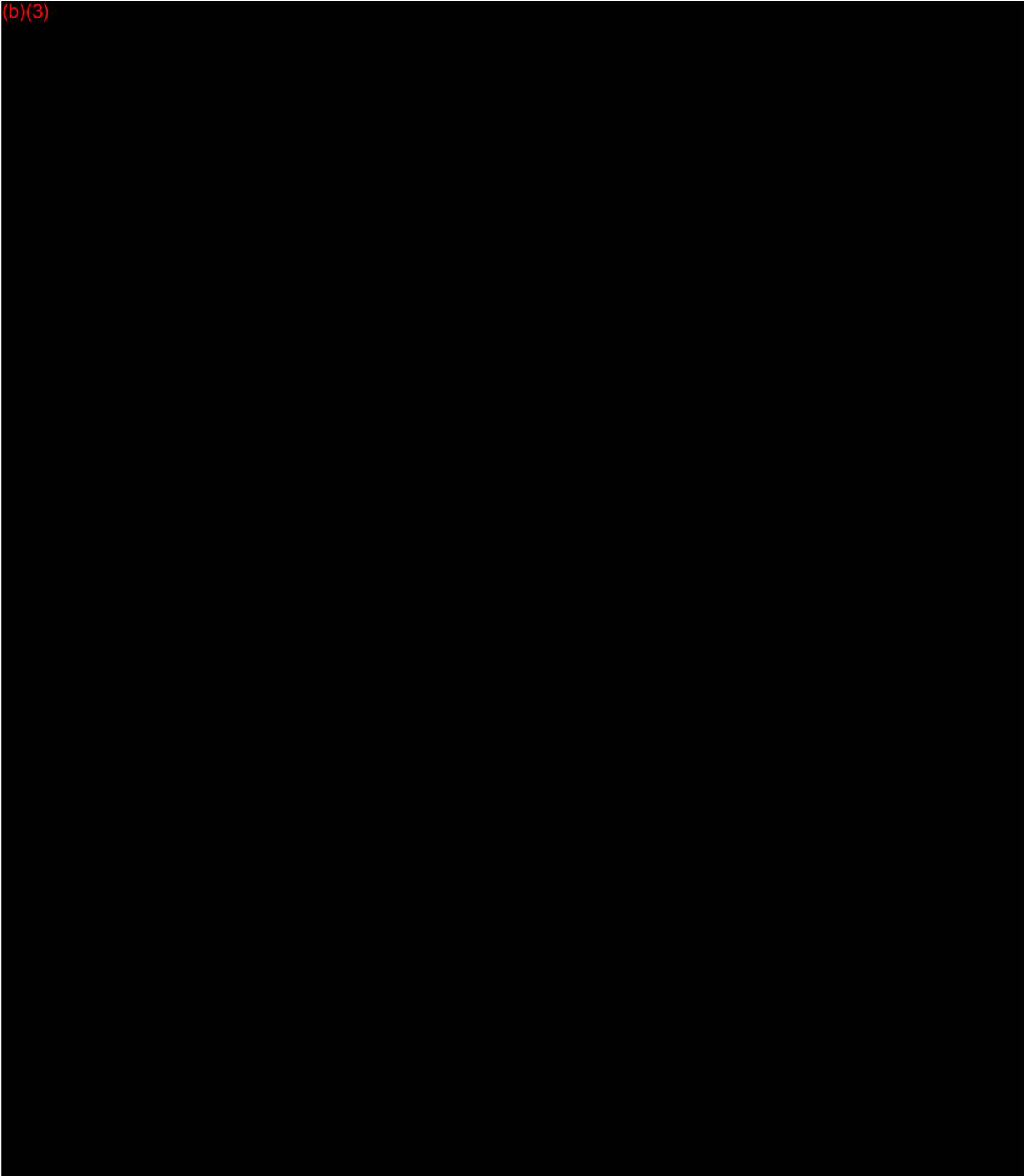
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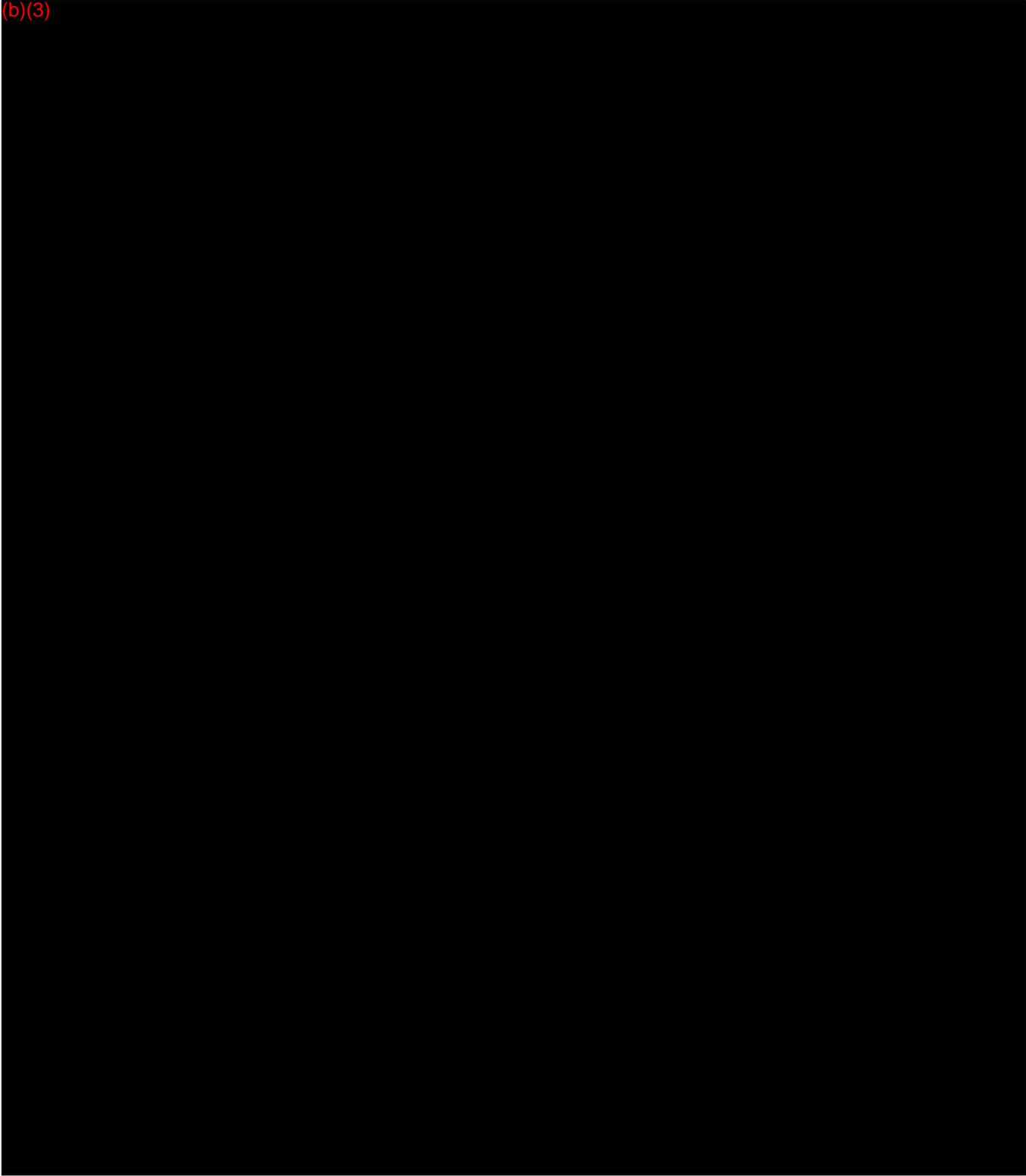
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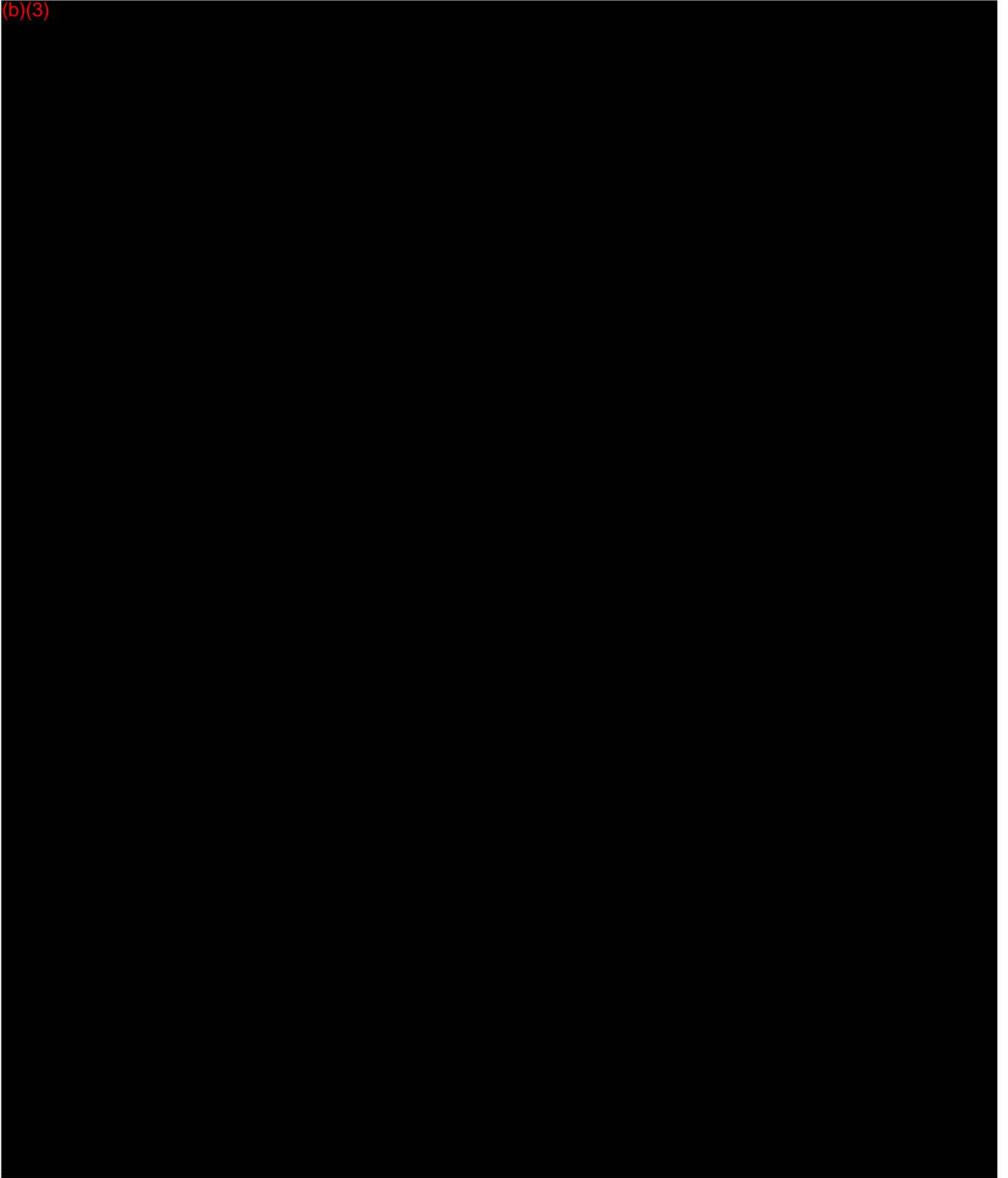
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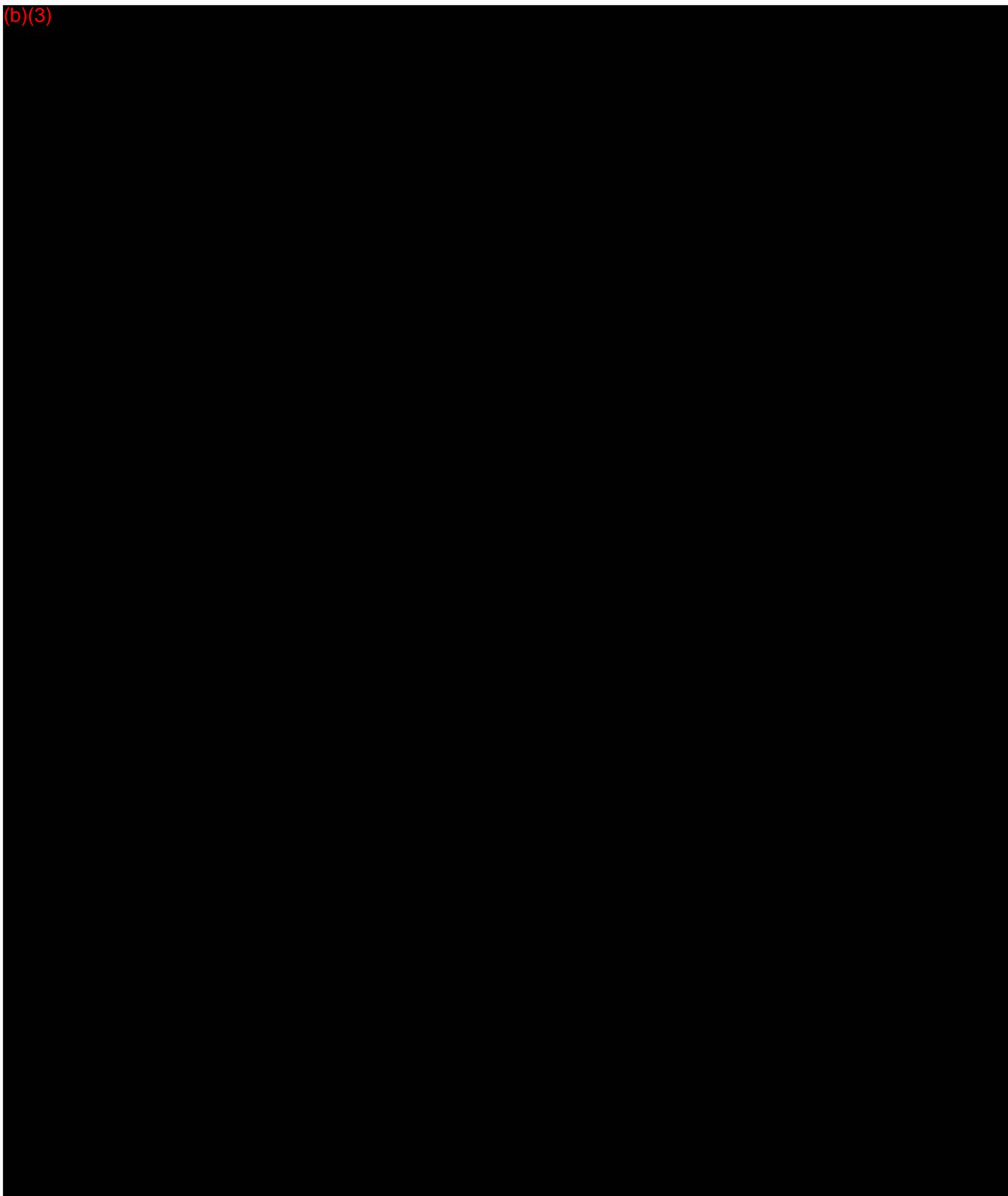
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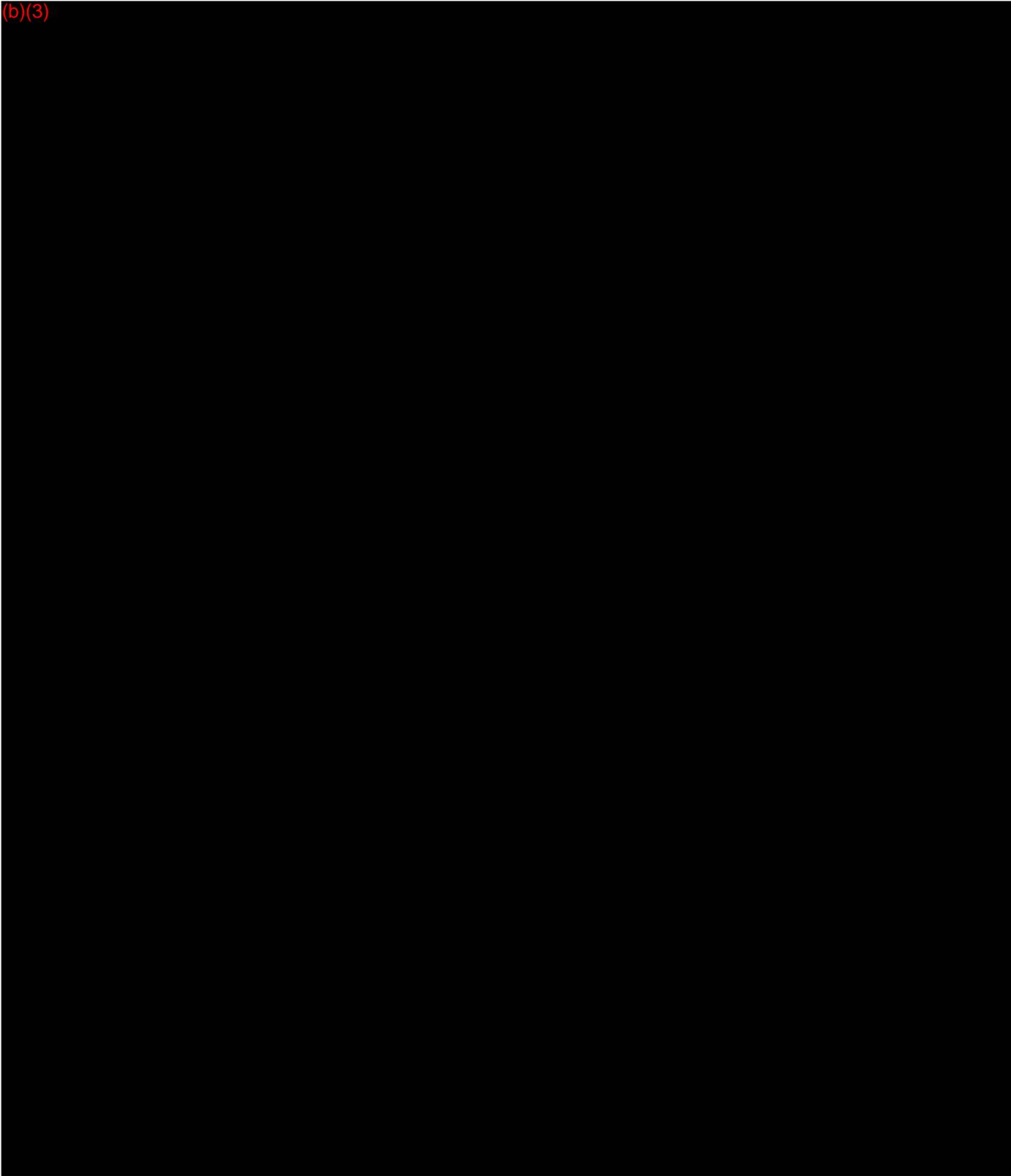
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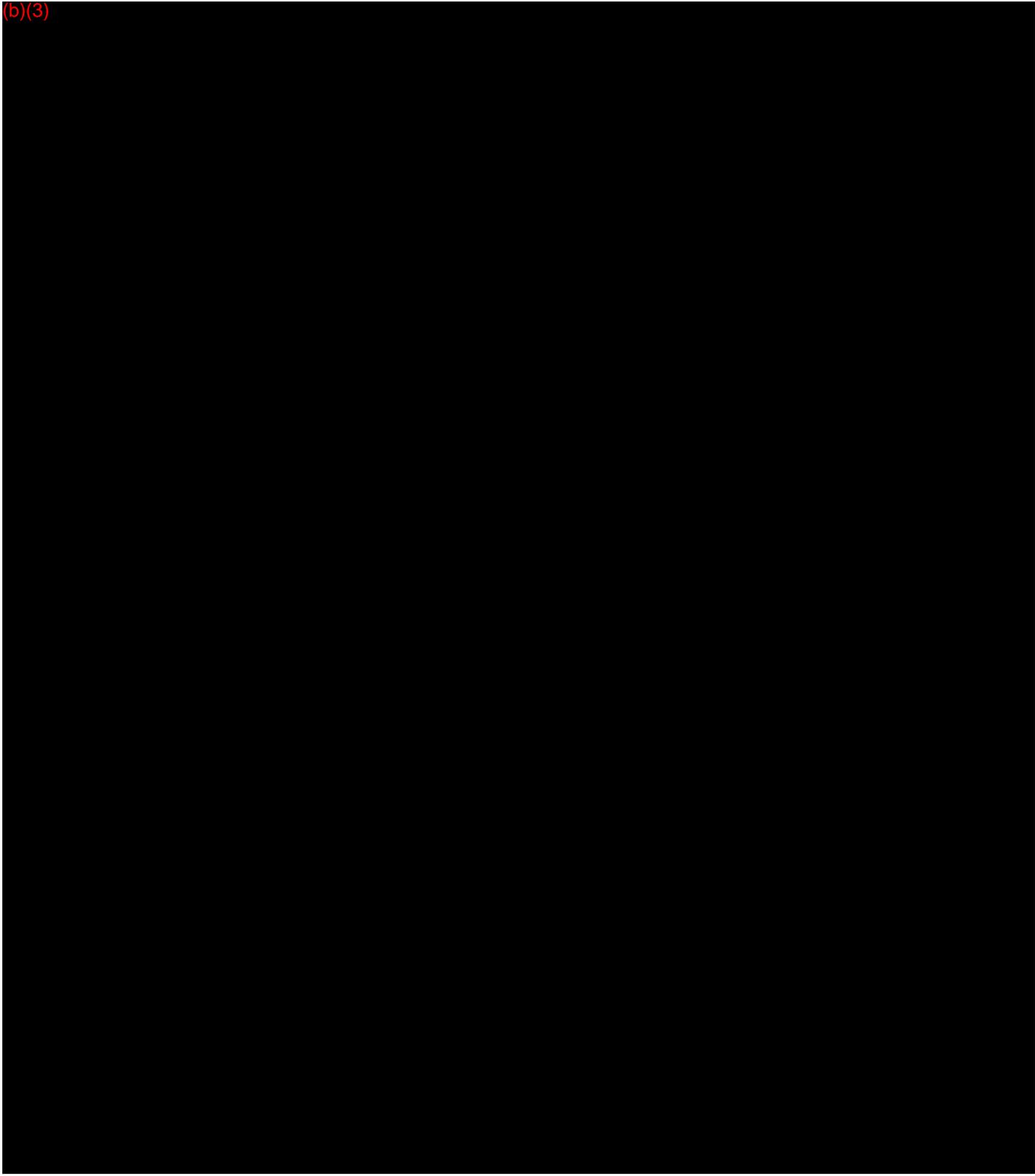
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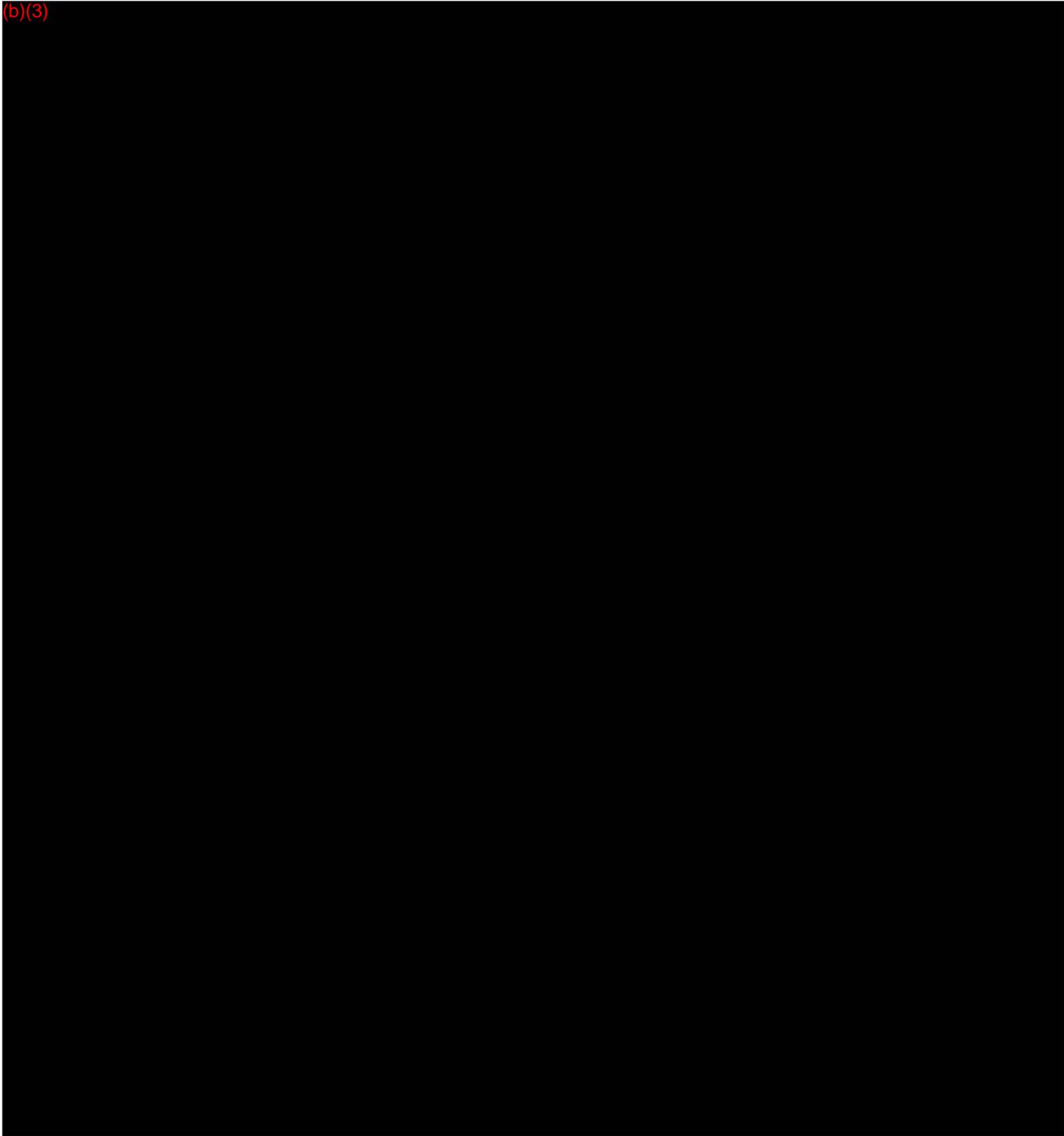
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(b)(3)

3. Alternate CNDSP Provider

For those CND services not selected above, i.e. those without an "x" in the box preceding each CND service, the Sponsor has stated that the Subscriber is receiving these services from an alternate certified Tier 2 Computer Network Service Provider (CNDSP).

4. References:

- A. Evaluator's Scoring Metrics v. 8.0: Certification and Accreditation of Computer Network Defense Service Providers, 01 Jun 2011.
- B. CJCSM 6510.01B, "Cyber Incident Handling Program", dated 10 July 2012
- C. CJCSI 6510.01F, "Information Assurance (IA) and Computer Network Defense (CND)", dated 09 February 2011
- D. DoDM 5200.1, Vol 1 DOD INFORMATION SECURITY PROGRAM: OVERVIEW, CLASSIFICATION, AND DECLASSIFICATION, dated 24 February 2012
- E. DoDM 5200.1, Vol 2 DOD INFORMATION SECURITY PROGRAM: MARKING OF CLASSIFIED INFORMATION, dated 24 February 2012
- F. DoDM 5200.1, Vol 3 DOD INFORMATION SECURITY PROGRAM: PROTECTION OF CLASSIFIED INFORMATION, dated 24 February 2012
- G. DoDM 5200.1, Vol 4 DOD INFORMATION SECURITY PROGRAM: CONTROLLED UNCLASSIFIED INFORMATION (CUI), dated 24 February 2012
- H. DoD Instruction 5230.29, "Security and Policy Review of DoD Information for Public Release", dated 08 January 2009
- I. Privacy act of 1974 (5 U.S.C. 552a), Updated May 2002
- J. DoD Directive O-8530.1, "Computer Network Defense (CND)", dated 08 January 2001
- K. DoD Instruction O-8530.2, "Support to Computer network Defense (CND)", dated 09 March 2001
- L. DoD O-8530.1-M, "Department of Defense Computer Network Defense (CND) Service Provider Certification and Accreditation Process Program Manual," dated 17 December 2003

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5. MOA Administration:

- A. **Term and Termination** - This MOA is valid for three years from the date of the latest signature (i.e., the effective date), and is reviewed annually by both parties for agreement. The CNDSP shall be the office of primary responsibility (OPR) for this MOA, and will coordinate any proposed changes with all affected parties. The USTRANSCOM OPR for this agreement is USTRANSCOM/AQ-M. This MOA may be amended by written agreement of both parties, and it may be terminated by either party 180 days after written notification is given to the other party, or sooner if mutually acceptable.
- B. **Dispute Resolution** - The Sponsor and the CNDSP management POC will resolve any conflicts that arise after the effective date. If the Sponsor and the CNDSP management (POC) cannot resolve the conflict, such conflict will be elevated to the management POCs' supervisors, and Sponsor, if applicable, for resolution. If conflict remains unresolved, such conflict will be elevated to the signatories of this MOA. The signatories will resolve the conflict by either reaching an informal agreement, or by formally amending this MOA.
- C. **Modification** - This MOA will be reviewed at the request of either of the management POCs to determine if any changes or amendments will be made and incorporated. Any such changes or amendments will be formally incorporated into the MOA within 90 days after such review. Such changes or amendments shall be signed by the original signatories of this MOA or their designees. The USTRANSCOM POC is USTRANSCOM/AQ-M, phone 618-220-4703.

6. Financial Details:

- A. **Availability of Funds** - This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.
- B. **Billing** - ARL will bill the United States Transportation Command (USTRANSCOM) on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the United States Transportation Command (USTRANSCOM) within 30 days after the month in which the transaction occurred.

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- C. **Payment of Bills** - The United States Transportation Command (USTRANSCOM) paying office will forward payments, along with a copy of billed invoices, to ARL within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.
- D. **Economy Act Determination and Findings** - If the MOA is being entered into under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. ARL has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions.

7. Anti-Deficiency Act, 31 U.S.C 1341:

It is mutually understood and agreed that nothing herein shall be construed as obligating either party to violate existing laws or regulations. Additionally, nothing resulting from this agreement will result in a violation of the Anti-Deficiency Act, 31 U.S.C. 1341 (et.seq.), i.e., authorizing or incurring obligations or expenditures in excess of amounts apportioned by the Office of Management and Budget, or in excess of amounts permitted by agency regulations.

8. Reimbursement for Services:

This MOA does not require the obligation, commitment or transfer of funds, except in return for services and hardware to facilitate the establishment and sustainment of CND services for a Subscriber as per the attached DD Form 1144. To the extent that it is necessary, the parties will provide each other mutual support in making budget justifications and in preparing for briefings or hearings with respect to programs on which the organizations collaborate.

9. Research & Development (R&D):

The primary mission of ARL is to provide R&D expertise in support of DoD and Army organizations and initiatives. To keep pace with emerging threats and technologies, the CNDSP performs and leverages an extensive program of R&D, using available Subscriber/Sponsor CND data to create, integrate and enhance tools, training and techniques for identifying and defending against cyber threats. The ARL and DoD partners will take all necessary actions to protect Subscriber/Sponsor data IAW DoD policy. Any use of Subscriber/Sponsor CND data outside of ARL and DoD partners will require prior written authorization from the Subscriber/Sponsor.

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10. General Provisions:

- A. Nothing in this MOA is intended to supersede current law or regulation. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.
- B. This MOA in no way restricts either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- C. This Agreement is not transferable except with the written consent of the Parties.
- D. This MOA describes in general terms the basis upon which the Parties intend to cooperate. This MOA does not intend to create any rights, privileges, or benefits, substantive or procedural, enforceable by any individual or organization against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.
- E. This MOA is subject to the availability of appropriations.
- F. Personal Identifiable Information, Sensitive but Unclassified Information. The parties will cooperate with each other to protect Sensitive but Unclassified Information and any other information identified by the furnishing party as in need of special security controls. If such information is either created or provided by one party to the other, the furnishing party will mark the data accordingly and the receiving party will protect it from unauthorized disclosure, including release to the public. At a minimum, the parties will protect Sensitive but Unclassified Information in accordance with (DoD) directives.
- G. Information Releases and Non-Disclosure. Before any information pertaining to activities performed pursuant to this MOA is made available to the public, the parties will review and concur that the information may be released.

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11. Signatures:

APPROVED and AGREED by:

SPONSOR APPROVING OFFICIAL:

CNDSP APPROVING OFFICIAL:

(b)(6)

See attached

GAIL M. JORGENSON
SES, DAF
Director, Acquisition

[Signature]
THOMAS P. RUSSELL/Designee
ARL Director
US Army Research Laboratory

Date: _____

Date: 14-14-14

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11. Signatures:

APPROVED and AGREED by:

SPONSOR APPROVING OFFICIAL:

CNDSP APPROVING OFFICIAL:

(b)(6)

GAIL M. JORGENSEN
SES, DAF
Director, Acquisition

THOMAS P. RUSSELL/Designee
ARL Director
US Army Research Laboratory

Date: Mar 31, 2014

Date: _____