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## DEFENSE CONTRACT MANAGEMENT AGENCY

3901 A AVENUE, BUILDING 10500  
FORT LEE, VA 23801-1809

JUN 3 2013

Mr. John Greenewald, Jr.  
The Black Vault Headquarters



Dear Mr. Greenewald:

This letter is in response to your Freedom of Information Act (FOIA) request, dated September 13, 2012, which was originally directed to the National Reconnaissance Office (NRO). You seek "all Memorandums of Understanding (MOUs) and Comity Agreements at the NRO since the processing and release of documents in case file F09-0095."

In processing that request, the NRO located one responsive record that includes Defense Contract Management Agency (DCMA) equities. Accordingly, on April 30, 2013, NRO referred that document to DCMA for review and for a direct response to you under the FOIA. DCMA assigned control number 13-127 to your request and the corresponding referral for administrative purposes.

The record referred to DCMA, which is responsive to your request, is attached for your review. Please be aware, however, certain information has been redacted under the FOIA. Specifically, the signatures of individuals, as contained in the attached record, are being withheld under Title 5, United States Code, Section 552, Exemption (b)(6).

Those signatures are "personal" in nature to which a significant privacy interest exists. Release of such personal information could create an opportunity for misappropriation of the signatures and make signatories less likely to enter into and memorialize interagency and intra-agency cooperative ventures. On the other hand, the public interest in disclosure of those signatures is extremely slight. Disclosure does not shed any light on the performance of DCMA or the NRO. Nor does disclosure contribute to the public understanding of the operations or activities of the Federal Government. The release of the signatures, especially from DoD employees with heightened privacy interests in the aftermath of 9/11, would result in an unwarranted invasion of personal privacy. In carefully weighing those privacy interests against any purported interest in favor of disclosure, such personally identifiable information is exempt from disclosure under Exemption (b)(6) of the FOIA.

Because information has been withheld, this is considered a partial denial to your request. You are hereby advised of your right to appeal this determination under DoD Directive 5400.7-R. Your appeal must be in writing and must be made within 60 calendar days of the date of this letter. Your appeal should reference the control number above and should include your reasons for requesting a reconsideration of this decision. Your appeal should be forwarded to the Department of Defense, Defense Contract Management Agency, Appellate Authority, c/o Freedom of Information Office, 3901 A Avenue, Bldg. 10500, Fort Lee, Virginia 23801-1809. Both your letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

If you have questions about DCMA's action on your request, please contact Ms. Donna V. Williamson, DCMA FOIA Officer, at the address above, or electronically at [donna.williamson@dema.mil](mailto:donna.williamson@dema.mil).

Sincerely,

A handwritten signature in cursive script that reads "Jackie Noble".

JACKIE NOBLE  
Director  
Congressional and Public Affairs

Attachment: As stated

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL RECONNAISSANCE OFFICE  
AND THE DEFENSE CONTRACT MANAGEMENT AGENCY  
ON  
SPECIAL PROGRAMS SUPPORT**

**A. PURPOSE.** This Memorandum of Understanding (MOU) continues the partnership between the National Reconnaissance Office (NRO) and the Defense Contract Management Agency (DCMA) under which the DCMA Special Programs (SP) Directorate provides tailored contract administration services (CAS) for certain NRO programs. This MOU supersedes the *Memorandum of Understanding Between National Reconnaissance Office and Defense Contract Management Agency* dated 22 May 2001. All program-specific memoranda of agreement (MOA) between NRO Program Offices and DCMA-SP negotiated under the previous MOU will remain in effect.

**B. BACKGROUND.** The DCMA-SP organization has for many years provided on-site engineering and quality assurance support for NRO programs. These services remain vital to NRO mission success.

**C. RESPONSIBILITIES.**

1. The Director, NRO Office of Contracts will review and approve each program-specific MOA defining the scope of CAS support to be provided by DCMA-SP for an NRO Program Office.
2. The NRO Program Office will:
  - a. Prepare an MOA with DCMA-SP specifying the CAS to be provided.
  - b. Review proposed DCMA-SP staffing assignments, and approve program access for designated DCMA-SP personnel.
  - c. Ensure DCMA-SP personnel receive access to program information, facilities, and meetings required to perform their duties, and provide security guidance to enable them to protect NRO information.
  - d. Provide the facilities, office space, specialized equipment, and access to specific NRO regulations and contract documents required for DCMA-SP personnel to effectively perform their CAS responsibilities.
  - e. Ensure the flowdown of contract requirements from prime contractor to major/critical subcontractors for potential delegation of surveillance of sub-tier contractors.

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3. DCMA-SP will:


- a. Collaborate with the requesting NRO Program Office to prepare an MOA specifying the CAS support required and the manner in which it will be provided at the program level.
- b. Within resource constraints, assign sufficient skilled and experienced personnel to perform the agreed-to CAS at designated prime contractor and subcontractor facilities.
- c. Manage assigned DCMA-SP personnel in accordance with DCMA policies and procedures.
- d. Coordinate all CAS activities with the NRO Program Office, and maintain direct and open communications with the prime contractor and major/critical subcontractors throughout the contract period of performance.
- e. Provide the CAS support specified in the MOA, consistent with the Federal Acquisition Regulation, Department of Defense policies, DCMA-SP guidelines, and the NRO Acquisition Manual. Requested services may include contract administration, cost/price analysis, quality assurance, engineering/technical assistance, software surveillance, government property administration, and pre-contract advisory services and source selection support, but will not include audit services.
- f. For delegated CAS functions, verify that contractors comply with the terms of the NRO contract(s), and have implemented approved systems and processes for use during program performance to fulfill contractual requirements.
- g. Provide guidance to the NRO Program Office related to the contractor's selection and control of vendors and subcontractors.
- h. Monitor contractor activities to confirm the quality of products and services purchased from subcontractors.
- i. As required, provide post-delivery support within CONUS.

4. Resource Responsibilities. The DCMA-SP support shall be provided at no cost to the NRO or to the supported NRO Program Office. DCMA-SP is responsible for all costs incurred by their personnel, to include travel and overtime.


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5. Ongoing Support. All DCMA-SP support for NRO components being provided under pre-existing MOAs shall continue after execution of this MOU. Each MOA may be revised or terminated at any time by the parties to the agreement in accordance with the terms specified therein.

D. **IMPLEMENTATION.** This MOU will take effect upon signature of the authorized representatives from the NRO and the DCMA-SP. The agreement shall be reviewed annually, and the signatories, or their successors, may request revisions at any time. Each revision must be approved by both parties holding the offices of the signatories at the time of the change. Either party may terminate this agreement by providing 120 days written notice.

  
James W. Norris  
Executive Director  
Defense Contract Management  
Agency  
Special Programs Directorate

5/17/2011  
Date

  
Debra W. Scheider  
Director, Office of Contracts  
National Reconnaissance Office

6-13-2011  
Date