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Tennessee Valley Authority, 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1401

May 15, 2013

Mr. John Greenewald, Jr.



Dear Mr. Greenewald:

This responds to your e-mail dated September 13, 2012, to the National Reconnaissance Office (NRO) requesting information under the Freedom of Information Act (FOIA) 5 U.S.C. § 552 (2012). The NRO referred one document to TVA for a FOIA determination and response. We received your request in our office on May 8, 2013.

Enclosed is a Memorandum of Understanding (MOU) between NRO and TVA dated June 2011. NRO redacted a small portion of information from the enclosed MOU pursuant to FOIA exemption 3. FOIA exemption 3 protects information that is prohibited from release by another statute. 10 U.S.C. § 424 prohibits the release of information related to the organization or function of the NRO.

For non-commercial requests, TVA's FOIA regulations (18 C.F.R. § 1301) provide that fees for the first two hours of search time and the first 100 pages of copying are waived. Since this response was made within those guidelines, there is no charge for processing your request.

You may appeal this initial determination of your FOIA request by writing to Ms. Janet J. Brewer, Vice President, Communications, Tennessee Valley Authority, 400 W. Summit Hill Drive (WT 7C), Knoxville, TN 37902-1401. Any appeal must be received by Ms. Brewer within 30 days of the date of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Denise Smith".

Denise Smith
TVA FOIA Officer

Enclosure

NRO 2011-04734

(U) MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL RECONNAISSANCE OFFICE,
MISSION SUPPORT DIRECTORATE
AND THE
TENNESSEE VALLEY AUTHORITY
ON
JOINT ACTIVITIES AND LIAISON RELATIONS

A. (U) PURPOSE. This Memorandum of Understanding (MOU) establishes a resident Tennessee Valley Authority (TVA) liaison position and leverage technical capabilities within the National Reconnaissance Office, Directorate of Mission Support (NRO/MSD) that will serve to address timely opportunities and issues of mutual benefit between NRO and TVA. This MOU establishes a new relationship between the NRO and TVA.

B. (U) REFERENCES. This MOU is entered into pursuant to the authority of the following NRO and TVA governing instructions and directives.

1. *The Tennessee Valley Authority Act of 1933, as amended (the "TVA Act").*
2. NRO Corporate Business Policy Instruction 20-7, *Documenting External Agreement Instructions.*
3. NRO Instruction 10-1a, *Implementation of External Agreement Management Policy.*
4. NRO Corporate Business Process - 140, *Customer Engagement and Support.*

C. (U) BACKGROUND. This MOU establishes a new strategic mission partner relationship between NRO and TVA. TVA is a corporate agency and instrumentality of the United States, established in 1933 by the TVA Act. This MOU sets forth the provisions governing the TVA's assignment of a liaison officer to be located at NRO's office in the Washington, D.C. area. It is anticipated that TVA's liaison officers can assess and leverage from the NRO's advanced technology products, services, tools, information security best practices, information systems capital investments and lessons learned. These knowledge systems and capabilities could be quickly transferred to support TVA's National Critical Infrastructure operational needs. The liaison officer would also have access to classified leading-

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edge information sharing, information protect and cyber defense technologies which is not accessible via the unclassified TVA information systems and the constraints of the unclassified operating environment.

D. (U) RESPONSIBILITIES.

The NRO/MSD will:

1. (U//FOUO) Be the TVA Liaison Officer(s) sponsor for special compartmented information billets on behalf of the NRO Director in the conduct of day-to-day operations.
2. (U//FOUO) Provide the TVA liaison officer(s) appropriate access to NRO, Intelligence Community and Homeland Security individuals, information, meetings and conveyance of tasks to enable the conduct of liaison officer responsibilities, which will include the exchange of ideas and mutual leveraging of capabilities to solve national critical infrastructure intelligence needs.
3. (U//FOUO) Provide an evaluation of the liaison officer's performance at the end of the first six months and the benefit to the NRO of the arrangement.
4. (U//FOUO) Arrange for the appropriate security authorization and connectivity for the liaison officer to accommodate unclassified computer access, and assist with certification of special compartmented information facility (SCIF), as required.
 - a. (U//FOUO) Security: TOP SECRET/Sensitive Compartmented Information (SCI) access and additional compartmented clearances will be granted by the NRO on an as-required basis for program access during the liaison officer's assignment.
 - b. (U//FOUO) Provide the liaison officer with access to classified and unclassified telephones, connectivity to classified and unclassified local area networks, access to classified and unclassified facsimile machines, and classified video teleconferencing capabilities, as applicable. A TVA-assigned unclassified workstation or

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laptop to be transported to and from the NRO is not authorized.

5. (U//FOUO) Provide appropriate administrative support such as badges, telephones, general parking, computer access and security support for the TVA liaison officer, as required.

a. (U//FOUO) Cover: (b)(3) 10 U.S.C. 424

(b)(3) 10 U.S.C. 424

b. (U//FOUO) Training: Related costs for training required and authorized by the NRO will be absorbed by the NRO. Other training needs will be funded by the TVA.

c. (U//FOUO) Travel: Any temporary duty travel, short term living allowance, or other similar benefit that is required by the TVA's policies will be authorized and funded by the TVA in accordance with the TVA's policies. The NRO will pay NRO-directed local travel expenses according to local claim procedures.

d. (U//FOUO) Awards: Either the NRO or the TVA may recommend monetary or non-monetary awards. Subject to applicable laws and policies, including but not limited to applicable ethics requirements, monetary awards will be funded by the recommending agency and coordinated with the other agency.

6. (U//FOUO) Provide funds for travel expenses incurred only for NRO-related business which is requested or directed by the NRO.

7. (U//FOUO) Provide multi-media, technical library, physical fitness, conference rooms, and government-sponsored training support for TVA personnel.

8. (U//FOUO) Identify and sponsor appropriate contracting mechanisms compatible with NRO security requirements to apply TVA funding for liaison officer support staff, as needed.

The TVA will:

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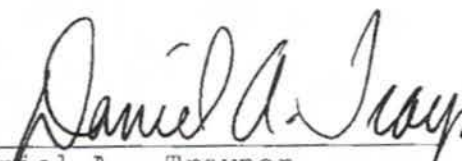
1. (U//FOUO) Provide overarching guidance to the liaison officer(s), in coordination with NRO/MSD.
2. (U//FOUO) Establish, with the assistance of the liaison officer(s), the necessary qualifications for the liaison officer(s) position, and work with the TVA staff to review this position annually for mission relevance.
3. (U//FOUO) In accordance with TVA policies, provide funding for travel expenses incurred for TVA-related business.
4. (U//FOUO) Provide for an appropriate number of Contract Advisory Service Support and/or Systems Engineering Technical Advisory service staff for technical support.
5. (U//FOUO) Upon assignment of new personnel, coordinate with the NRO/MSD Program Security Management Staff to ensure all liaison officer assigned personnel have valid eligibility based on a current Sensitive Background Investigation, are cleared for Sensitive Compartmented Information, and have completed a favorably adjudicated Counter-Intelligence Security Polygraph.
6. (U//FOUO) Provide the liaison officer with supplies and equipment that are not issued by the host.
7. (U//FOUO) Establish fund cite authorization and funding requirements for daily operations at NRO.
8. (U//FOUO) Provide internal TVA administrative support for the TVA liaison.
8. (U//FOUO) Ensure assigned personnel maintain the appropriate security clearances.
10. (U//FOUO) Establish the need for special security access for TVA personnel, as needed. In the event such access is required, TVA will work with MSD Security staff to submit appropriate paperwork for the necessary access.

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11. (U//FOUO) Comply with Department of National Intelligence SCIF accreditation and certification standards and criteria in accordance with MSD Office of Security guidance.

E. (U//FOUO) ADDITIONAL AGREEMENTS REGARDING TVA LIAISON. The TVA liaison(s) will continue to be a TVA employee during the term of this MOU and all compensation and fringe benefits for the TVA liaison(s), including any relocation or temporary living benefits, will be determined and provided by TVA. The TVA liaison(s) will be expected to schedule vacation through his/her manager at TVA. At TVA's option, any travel funded by NRO under this MOU for NRO-directed activities may be structured as a reimbursement to TVA of travel expenses it has reimbursed to, or otherwise paid for, the TVA liaison(s).

F. (U) IMPLEMENTATION. This MOU will take effect upon signature of the authorized representatives from the NRO and TVA. As agreed to by all parties, or their designees, the NRO and TVA will review the MOU annually to determine its continued applicability. The MOU may be amended upon mutual agreement of the parties. Either of the parties may terminate this MOU by written notification to the other party. This MOU will terminate 60-days after such written notification. Notwithstanding the foregoing, NRO may at any time terminate the access granted the TVA liaison(s) under this MOU and TVA may at any time recall the TVA liaison(s) from NRO offices.



Daniel A. Traynor
Chief Information Officer
Information Technology
Tennessee Valley Authority



Pete L. Rustan
Director for Mission Support
National Reconnaissance Office

Date: *June 22, 2011*

Date: June 6, 2011