

Memorandum of Agreement (MOA)
Between
The Naval History and Heritage Command,
The Office of Naval Intelligence,
and
The Naval Intelligence Professionals

Purpose. This Agreement is entered into as of this 20th day of December, 2016, by and between the Naval History and Heritage Command (hereinafter referred to as "NHHC"), the Office of Naval Intelligence (hereinafter referred to as "ONI") and the Naval Intelligence Professionals, a non-profit 501(c)(3) corporation (hereinafter referred to as "NIP"), together referred to as "the Parties."

This Memorandum of Agreement delineates the relationship between the Parties and identifies NIP's desire to provide support to NHHC and ONI.

Background. The history of Naval Intelligence is crucial to understanding how the Navy determines its current operations and plans future force requirements. This history will in turn inform the Office of the Chief of Naval Operations as it fulfills its mission to man, train, and equip the U.S. Navy. The historian for the ONI documents, preserves, analyzes and interprets the history of that organization, collaborating with DoD and Intelligence Community counterparts to contribute to broader analyses of the contributions of intelligence to national defense.

NHHC manages the official history program of the United States Navy, fulfilling its mission to strengthen the Navy's effectiveness by preserving, analyzing, and interpreting the service's hard-earned experience.

Founded in 1985, NIP is a nonprofit organization incorporated to encourage educational programs and undertakings of all kinds in order to develop in our citizens an understanding and appreciation of the importance of Naval Intelligence activities. NIP members are former and current Naval Intelligence and Cryptologic Warfare professionals and associated professionals in the United States Navy, Marine Corps and United States Coast Guard. NIP endeavors to enhance the awareness of the mission and vital functions of the naval intelligence community. NIP works to achieve this goal through sponsorship of publications, services, and events that provide education on the past, present and future of naval intelligence.

In consideration of the mutual commitment of the Parties to the advancement of excellence in the accomplishment of the missions of NHHC and ONI, the Parties agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

a. NHHC shall:

- i. On a semi-annual basis, apprise ONI and NIP of NHHC's plans, objectives, and priorities concerning naval intelligence history and heritage, as developed by NHHC's strategic planning process.
- ii. Process any unrestricted and restricted gifts received from NIP in accordance with law, regulation and policy.
- iii. NHHC Director or her/his representative will on a biannual basis (as agreed to by NIP) serve as a non-voting liaison to NIP Board meetings to ensure continuing and clear communication between the NIP and NHHC.

b. ONI shall:

- i. Support access to historical records by cleared individuals by validating need to know for NHHC staff and NIP personnel. In addition, ONI may sponsor SCI security processing and access for up to five NHHC staff personnel, until such time as NHHC is allocated its own Q-coded billets. ONI may also sponsor for clearances and/or approve access for veterans of Naval Intelligence (military, civilian or contractor) who are providing contributions to planned efforts and who meet security policy guidelines.
- ii. Allow properly cleared NHHC staff and NIP personnel access to ONI records as allowed by Director of National Intelligence, Department of Defense, and Department of the Navy policy and guidelines, for the purpose of identifying, assessing, organizing, and collecting records of permanent historical value.
- iii. Provide a designated classified work area or work areas for up to four individuals with validated access to appropriate classified information systems pursuant to mutually agreed upon NHHC historical research projects. The appropriately classified work areas will include adequate space, desks, and equipment to allow archival processing; research and analysis of paper, microfilm/fiche, and digital records; and manuscript development work areas.
- iv. Provide appropriately classified storage as needed for records, working papers, digital files, etc. to support archival, research, analysis, and writing projects on naval intelligence.
- v. Encourage active and reserve component military members, and ONI civilian staff to provide historical topic interviews where they can provide particular insight into programs, operations, decisions, analysis, or other relevant areas of interest related to the history of naval intelligence.

c. The NIP shall:

- i. Support the strategic goals of NHHC and ONI with respect to their mission and programs.
- ii. To the extent consistent with responsible financial management, support NHHC through the offer of monetary gifts or gifts in kind to fund or advance naval intelligence history and heritage projects.
- iii. Initiate offers of tangible support using a process of submitting a formal proffer letter that describes the support in terms of deliverables, what assistance might be needed, and the time frame for delivery. To initiate an offer of services, NIP shall collaborate with either the Naval Historical Foundation or other designated non-profit that directly supports the NHHC mission. Donations of cash or other financial support shall be directed through a proffer letter to Director, NHHC. Once a proffer is accepted, the parties will jointly develop projects, plans, plans of action and milestones, or other project management documents, and monitor the progress of delivery as needed to enable the successful delivery of the proffered support.

2. FINANCIAL DETAILS

- a. This Agreement does not require the obligation of funds by or between the Parties. All activities under or pursuant to this agreement are subject to the availability of funds, and no provision of this agreement shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341) or the DoD Financial Management Regulation.

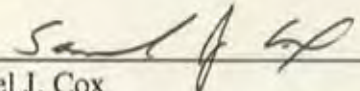
3. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION

- a. This Agreement shall be effective upon the date of the last signature.
- b. This Agreement will be reviewed by the Parties annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.
- c. This Agreement shall be effective for a period of not more than five years. It will be up to the Parties after five years to renew, revise, or allow the agreement to lapse. Any modifications to the Agreement will be finalized by the written concurrence of the authorized representatives of NHHC, ONI, and the NIP.
- d. Any Party may terminate this Agreement without cause upon written notice of not less than ninety (90) days to the other Parties. Notwithstanding the foregoing, any Party may terminate this MOA in the event another Party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving a written show cause notice.

- e. This agreement is executed in triplicate. Each copy shall be considered equally authentic as an original.

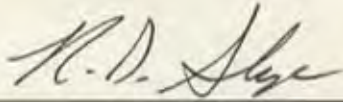
IN WITNESS WHEREOF, the Parties have caused the MEMORANDUM OF AGREEMENT to be duly executed and intend to be bound thereby.

Naval History and Heritage Command:

BY: 
Samuel J. Cox
Director, Naval History and Heritage Command

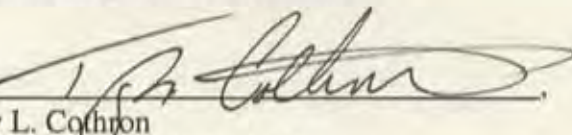
DATE: 20 DEC 16

Office of Naval Intelligence:

BY: 
R. D. Sharp
Rear Admiral, USN
Commander, Office of Naval Intelligence

DATE: 20 DEC 2016

Naval Intelligence Professionals:

BY: 
Tony L. Cochran
Rear Admiral, USN, Retired
Chairman, Naval Intelligence Professionals

DATE: 21 DEC 2016