

Memorandum of Understanding
between
The Leonard Wood Institute, Fort Leonard Wood, Missouri
and
The United States Army Maneuver Support Center and Fort Leonard Wood,
Fort Leonard Wood, Missouri

The United States Army Maneuver Support Center and Fort Leonard Wood (FLW) and the Leonard Wood Institute (LWI), a not-for-profit corporation, desire to cooperate in research, experimentation, and the exchange of information, in areas of mutual interest in support of Fort Leonard Wood's unique chemical defense, military engineering and military police missions.

FLW and LWI hereby enter into this agreement with each other, because each has unique capabilities and resources needed by the other for specified initiatives hereunder. LWI is a research institution with interests in chemical defense, military engineering and military law enforcement. FLW is the United States Army Maneuver Support Center (MANSCEN). The MANSCEN mission includes the production of engineer, chemical and military police doctrine, organization, training and materiel requirements, both as applied to foreign deployments and battlefield scenarios and in Homeland Defense of the United States. The joint initiatives programs entered into under this agreement shall be consistent with these missions and objectives of both organizations and with their unique capabilities and resources.

This Memorandum of Understanding sets forth the basic principles and guidelines under which the parties intend to work together to foster coordination and cooperation in research, experimentation, the exchange of ideas and information, the utilization of research and military training facilities, and other efforts, to further the advancement of knowledge in the areas of mutual interest. Specific areas of mutual interest may include research, experimentation, technology exploration, requirements documentation support, product development, and instructional support.

The parties agree that the general principles as hereinafter set forth shall be implemented only by and through specific agreements between LWI and the appropriate agency procurement activity with respect to each and all particular research projects or cooperative undertakings proposed by LWI or by the Department of the Army and accepted by the other party. The following general agreements are basic to this Memorandum of Understanding.

A. Principles of Cooperation

The principles of cooperation shall include, but not necessarily be limited to, the following under the terms and conditions to be detailed for specific interactions and as specified in the specific agreement pertaining to a given research project or cooperative undertaking:

- (1) The provision by one party to the other of consultation, assistance, and information which will contribute to the effectiveness of said party's research studies.

- (2) The performance by FLW with LWI support, or with combined FLW-LWI support, of approved studies at FLW locations, or other mutually acceptable locations.
- (3) The use of FLW facilities and consultations with FLW personnel by LWI personnel shall be allowed, with prior authorization of LWI and consent of FLW.
- (4) In those instances where FLW must seek reimbursement from LWI, the charges shall be the same as charged in accordance with applicable Department of Defense regulations pertaining to the leasing or loan of equipment and facilities of the Department of Defense. Where LWI must seek reimbursement from FLW, areas where reimbursement is necessary will be identified by LWI, and funds committed by FLW, prior to the provision of any services or use of space at the government's expense.
- (5) Each party shall be liable for the negligent acts of its employees and representatives harmful to the other party, provided that the liability of LWI shall be controlled by the laws of the State of Missouri. The Federal Government's liability shall be in accordance with Federal Law.

B. Identification of Mutual Interests

Subjects of mutual interest to FLW and LWI are considered to include but not necessarily be limited to:

- (1) The formation of integrated idea teams (IITs) consisting of academic specialists, technologists and military arts experts to explore future operational capabilities, such as Homeland Defense.
- (2) Subject to applicable acquisition and personnel regulations of both parties, LWI may provide support to the MANSCEN in general subjects, including and covering, but not necessarily limited to the subjects of geospatial information systems; chemical, biological, radiation, nuclear and explosive countermeasures; unmanned systems; law enforcement; management; basic sciences; mathematics; civil engineering; engineering management; and environmental science and engineering.
- (3) Other areas properly within the purview of FLW and LWI which shall be identified by representatives of each party and mutually regarded as appropriate for pursuit hereunder.
- (4) A representative of the Office of Intelligence and Security, HQ, MANSCEN must be present and clear the release of all information presented in the IIT meetings. A list of questions and topics to be discussed by LWI or its members or representatives must be submitted in writing 14 days prior to any IIT meeting. The government will be reimbursed for all costs incurred as a result of these IIT meetings and the information clearing process.

C. Information and Data Exchange

Each party agrees, to the extent that they have the right to make available, to furnish to the other any information and data, which a party has relating to the mutual areas of interest or which it obtains from endeavors undertaken pursuant to this Memorandum of Understanding. Unless specifically designated in the specific agreements for projects or undertakings, each party may freely use, disseminate and publish the exchange information and data without restriction.

In the event any desired information or data is of a proprietary nature, subject to copyright or first right of publication, subject to prior review for patentable items, or covered by other limitations, the party to whom the request is made will use its best efforts to arrange for the exchange of the information under appropriate protective safeguards. Classified and procurement sensitive information is not within purview of this agreement. Information subject to other distribution restrictions, e.g. FOUO, shall only be released in accordance with the applicable regulations and with the approval of the FLW coordinator. In order to preclude any misunderstanding between the parties as to what information is able to be released, all information exchanged by both parties to this agreement must be reviewed for release ability by the Office of Intelligence and Security, HQ, MANSCEN.

D. Planning Conferences and Periodic Meetings

- (1) To implement this Memorandum of Understanding, technical representatives designated by each party hereto shall meet, preferably within a period of no longer than three months following its execution, at a time and place to be agreed upon to exchange information on their current respective programs which appear to offer the possibility of a beneficial FLW-LWI interaction.
- (2) Representatives shall be selected by each party to review the mutual activities then current or contemplated. Meetings of such representatives shall be convened approximately on a semi-annual basis to assume continuing awareness of new and changing needs and progress in areas of mutual interest. The location for such meetings shall generally be rotated between the Headquarters facilities of each party as mutually agreed.
- (3) Expenses attendant to participation in regular or special meetings scheduled by mutual assent shall be borne by each of the parties for its own personnel.
- (4) The Executive Director of LWI is designated as the LWI coordinator and the MANSCEN Director of Common Leader Training is designated as the FLW coordinator and the assistant FLW coordinator is the Director of the MANSCEN Futures Center for establishing and coordinating plans for such meetings and cooperatively preparing for both parties a summary of the major results thereof, noting specifically any resulting agreements and action commitments established. It is specifically agreed that any project or undertaking will not proceed until a specific written agreement has been entered into by the parties. Either party may change its representatives at any time upon written notice to the other party.
- (5) The coordinators for FLW and LWI shall be in periodic contact to discuss current activities and to initiate such action as is desired by either party on new projects that fall within the subjects of mutual interest identified pursuant to Section B above.
- (6) The Fort Leonard Wood coordinator and assistant coordinator shall act as liaison officers between the three MANSCEN schools and LWI. The liaison officers perform the following, mutually beneficial functions:
 - May attend the LWI board meetings as non-voting liaisons
 - Provide a communications channel between the FLW coordinator and the LWI coordinator.
 - Help ensure that LWI program initiatives are focused on FLW needs

(7) The LWI coordinator shall direct all communications, including requests for information and data exchanges, to the FLW coordinator with a copy furnished to OIS.

E. No Agency between the Parties

It is understood by both parties that neither shall represent to any third party the existence of any agency relationship. Violation of this provision by either party will result in termination of this agreement.

F. Identification of Members and Representatives

LWI will provide to the government a list of all persons who are members of or represent members of LWI. This list must be provided and screened in order to insure that no person present represents a security concern to the government. This list will provide the following information: full name, SSN, place of birth, and citizenship. No other individuals will be permitted to attend the IIT meetings.

G. Points of Contact

For the purpose of all formal actions, approvals, notification and agreements pursuant to this Memorandum of Understanding, the point of contact for LWI shall be the Executive Director of LWI; and for FLW, shall be the MANSCEN Director of Common Leader Training assisted by the Director of the MANSCEN Futures Center.

H. Term

This Memorandum of Understanding will be effective when signed on behalf of both parties, and will remain in force and effect unless and until terminated by written notice of either party at least ninety (90) days prior to the date of termination.

Whereof, the parties by their representatives have entered into this Memorandum of Understanding as of the date last entered below.



Rick Prugh
Executive Director
Leonard Wood Institute

6/26/2006
Date



Randal R. Castro
Major General, US Army
Commanding Officer

26 June 2006
Date