Memorandum of Agreement

between

The Department of Homeland Security
Science and Technology Directorate

and

The Emergency Interoperability Consortium

I. Parties

This agreement is entered into between the U.S. Department of Homeland Security (DHS), Science and Technology (S&T) Directorate, and the Emergency Interoperability Consortium (EIC), a consortium primarily of software development and services industry members that provides emergency and disaster management tools and applications to federal, state, local and industry organizations. This agreement supersedes and replaces any prior agreements between the parties to this subject. The EIC is a not-for-profit corporation that promotes standards development activities of which are affiliated with the Organization for the Advancement of Structured Information Standards (OASIS). OASIS promotes and certifies open standards based information exchanges and formats. The EIC was formed to facilitate the removal of barriers that prevent or hinder emergency data, communications, and technology sharing within the emergency management and emergency response communities. Consortium members and DHS share the common goal of achieving seamless application and data information sharing among disparate systems, services, and functional assets to save lives, reduce injuries, protect property, and preserve homeland security during disasters or common emergencies.

II. Authority

Sections 102(g), 302(4),(6), and 502 of the Homeland Security Act, Public Law 107-296.

III. Purpose

This agreement establishes an alliance between DHS and the Consortium to promote the design, development, release and use of Extendable Markup Language (XML) schema-based standards or other standards, tools, and processes that will help solve data sharing problems and meet the following objectives:

- Improving information sharing capabilities to protect the nation and its citizens from the consequences of disasters and other emergencies, regardless of cause;
- Encouraging broad-based participation in the design, development, acceptance and use of XML schema-based or other standards;
- Promoting the use of XML schema-based or other standards within industry and government after demonstration of their practical uses;
- Enabling emergency organizations to receive and share the data they need in real time, using flexible, open architecture and secure systems;
- Educating Federal, state, local and tribal governments, the media, citizens and industry on the meaning and importance of data sharing within the emergency management and response communities;
- Coordinating with appropriate organizations in adjoining countries based on existing protocols, treaties and international laws;
- Encouraging, promoting and fostering innovation in the emergency management and emergency response communities; and
- Fostering a collaborative working environment among Federal, state, local and tribal jurisdictions.

This agreement will promote higher quality services by utilizing the existing expertise of the private sector, reduce the technical complexity of integration, maximize industry choice, promote competition for such services, provide an open and standardized development roadmap for organizations, provide an open information architecture for transmitting and sharing emergency information, and should meet the objectives in the least costly manner. By working toward these goals, DHS and the Consortium can create an environment that provides greater certainty and lesser risk in the advancement of emergency management systems and data sharing.

To accomplish the above stated objectives, DHS and the Consortium will work together to develop and deploy -- and make available to federal, state, local, tribal, and industry organizations -- open standard data models that promote secure data sharing of emergency data.

IV. Responsibilities

A. DHS and the Consortium will work jointly to establish the requirements and standards for deploying a data sharing service.

B. The Consortium will develop its product sets in compliance with an open architecture, web services system, with common data sharing standards and application protocol interfaces (API's) in order to allow the sharing of information across their systems.

C. The Consortium understands that DHS will not endorse any particular company or organization's products or services offerings.

D. DHS and the Consortium both will take reasonable steps to publicize the data sharing standards and encourage the use of such standards.

E. The Consortium will work with DHS, emergency response organizations, public safety groups and other parties to create a plan, budget and other requirements to establish a process and a set of certification criteria for products that are compliant with these standards and architecture. The criteria will consider the following areas, as a minimum:

1. Demonstrable, verifiable field use of data sharing;
2. Security of various kinds, including communications and data;
3. Compliance with the Common Alerting Protocol (CAP) and other Emergency Data Exchange Language (EDXL) standards;
4. Standards-based development processes and practices; and
5. Guidance on Service Level Agreements and Quality of Service commitments.

F. To achieve data sharing, the parties agree that it is critical to have a common, open information architecture to build to, and to promote its use at a national level.

G. DHS standards activities will be conducted in accordance with section 12(d) of the National Technology Transfer Advancement Act of 1995 (15 U.S.C. 272 note) and Office of Management and Budget Circular A-119, as required by subsection 102(g) of the Homeland Security Act, Public Law 107-296.

IV. Points of Contact

For DHS:

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For EIC:

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VI. Other Provisions

A. Governance Structure

1. The Consortium will be responsible for establishing its own governance structure. This structure shall be consistent with the Consortium’s performance of its obligations hereunder and be designed to maximize broad participation by industry members.

2. The Consortium will develop an assessment process to determine the extent to which this agreement is accomplishing the objectives described in Section I. above.

3. The Office for Interoperability and Compatibility Program Management Office will coordinate with other DHS Directorates or Offices and with other federal organizations to collect and present their respective inputs in a formal, coordinated and reportable way.

4. DHS and other interested federal agencies may nominate or appoint representatives who will participate in Consortium meetings or groups.

5. This Agreement makes no representation for the Federal government in whole or in part and does not preclude other Federal agencies to develop similar or like offerings.
B. Outreach and Education

1. DHS and the Consortium will undertake appropriate joint outreach and education efforts and programs to promote the benefits and cost savings of data sharing, including technology demonstrations. These efforts will be jointly coordinated and directed to governmental, academic and private institutions that would most likely benefit from these services.

2. DHS and the Consortium may undertake individual efforts with the understanding the Parties will communicate such plans. The Parties do not require approval to undertake their own educational and outreach plans.

3. DHS will not promote or endorse any specific company offerings, but will promote interoperable services and the benefits of using compliant software.

VII. Term of Agreement; Termination

A. This agreement has an initial term of five (5) years from its Effective Date, and may be renewed for successive five-year periods thereafter. Representatives from the Parties will meet quarterly to review operation and results achieved through this agreement. The Parties will review the terms of this agreement on an annual basis, and, upon mutual consent, may agree in writing to modify any provision of this agreement.

B. Either Party may terminate this agreement upon the giving of written notice thirty (30) calendar days in advance of the termination date.

VIII. Modifications

This agreement may be modified upon the mutual written consent of the parties.

IX. Funding

This Agreement does not obligate DHS funds and is not intended to provide any funding or financial support to EIC or OASIS. This agreement is based upon the availability of funds.

X. Effective Date

This agreement is effective on the date of last signature hereon by the Parties.

XI. Miscellaneous

This Agreement represents the entire agreement between the Parties. Federal law governs this Agreement.
APPROVED BY:

DHS Representative

Dr. Robert P. Griffin
Director of First Responders Group for Science and Technology

EIC Representative

Donald R. Ponikvar, PhD
Chairman, EIC