Memorandum of Agreement

I. Parties

This agreement is entered into between the Disaster Management Electronic Government Initiative (DM Egov) in the Department of Homeland Security (DHS), 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. 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 and to facilitate the interoperability requirements of the National Incident Management System (NIMS).

II. Authority

Sections 102(g) 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 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 less 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. The current Disaster Management Information Service (DMIS) solution will be a baseline that the parties will improve, change, enhance and modify as appropriate.

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. The Disaster Management E-Gov Initiative will coordinate with the DHS Office of Interoperability and Compatibility (OIC). Following the coordination process, DHS and the Consortium both will take reasonable steps to publicize the data exchange 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 standards;
4. Standards-based development processes and practices; and
5. Guidance on Service Level Agreements and Quality of Service commitments.
6. All standards will be available at no cost to the Federal government, state, local and tribal governments and the private sector.
7. Nothing in this Agreement prevents the Federal government from coordinating with other public and private entities.

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.

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 and the National Incident Management System (NIMS).

The DHS Office of Interoperability and Compatibility (OIC) will coordinate with the Disaster Management E-Gov Initiative to ensure that any standards process used under this MOA is inclusive of other key standards initiatives.

V. POINTS OF CONTACT

For DHS: Chip Hines
Disaster Management E- Gov Initiative
Office of the CIO
Federal Emergency Management Agency

For EIC:

Mr. Matt Walton, Chairman
Emergency Interoperability Consortium
888 17th Street N.W.
12th Floor
Washington, DC 20006
mwalton@eteam.com

VII. 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 DM PMO 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.

VIII. Term of Agreement; Termination

A. This agreement has an initial term of three years from its Effective Date, and may be renewed for successive two-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

IX. Modifications

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

X. Funding

This Agreement does not obligate DHS funds and is not intended to provide any funding or financial support to EIC or OASIS.

XI. Effective Date

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

XII. Miscellaneous

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

APPROVED BY:

S COOPER

Steve Cooper

Date: 10 SEP 2004

Print Name: Steve Cooper

Title: DHS CIO

Barry C. West

Barry C. West

Date: 9/8/04

Print Name: Barry C. West

Title: Chief Information Officer / Director ITSD

Matt Walton

Date: 1.13.05

Print Name: Matt Walton

Title: Chairman, EIC