

16 SEP 2014

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)
AND
THE U.S. ARMY CORPS OF ENGINEERS (USACE)
AND
THE NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
FOR THE
SPECIFICATIONS-KEPT-INTACT (SPECSINTACT) SYSTEM

1. INTRODUCTION

- 1.1. Specifications-Kept-Intact (SpecsIntact or SI) is an automated system for processing standard guide specifications used in facility construction projects worldwide. SpecsIntact provides quality assurance reports and automated functions that reduce the time required to complete Federal construction project specifications. The SI system is the software for processing master text libraries of construction guide specifications.

2. AUTHORITY

- 2.1. NASA: This MOU is entered into under the authority of 51 U.S.C. §20113(e), of the National Aeronautics and Space Act of 1958, as amended, and 31 U.S.C. §1535, the Economy Act of 1932, as amended.
- 2.2. USACE: This MOU is entered into under the authority of 31 U.S.C. 1535, the Economy Act of 1932, as amended, and under the policies of ER 25-1-106.
- 2.3. NAVFAC: This MOU is entered into under the authority of 31 U.S.C. 1535, the Economy Act of 1932, as amended.

3. BACKGROUND and PURPOSE

- 3.1. NASA developed SpecsIntact in the 1970's for use by engineers, architects, specification writers, project managers, and construction managers. In the mid 1980's, the USACE and NAVFAC adopted the SI system and, together with NASA formed the SpecsIntact Configuration Control & Coordination Board (SI-CCCB). The SI-CCCB provides for cooperation among the member agencies to ensure that the best interests of the government are served by the continued joint development, maintenance, and usage of the common system.

- 3.2. This MOU establishes the process for an interagency control mechanism of the SI system in order to take action on proposed SI software, hardware, and documentation changes, and to request funding for these actions.

4. ORGANIZATION OF THE SPECSINTACT CONFIGURATION CONTROL AND COORDINATING BOARD

- 4.1. The SI-CCCB is composed of one representative from each SI member agency except that NASA shall furnish two members. A "member agency" is defined as a Federal agency that agrees to the conditions of and becomes a signatory to this MOU.
- 4.2. NASA's second member to the SI-CCCB is a non-voting Secretary to the SI-CCCB.
- 4.3. Additional agencies qualifying for membership will be approved for membership by SICCCB majority vote. They will be requested to become a signatory of this MOU by amendment.
- 4.4. The SI-CCCB must have a Chairperson and the position will be rotated among the representatives of the member agencies every two years.
- 4.5. Member Agency Responsibilities:
 - 4.5.1. Each member agency will have one vote. A voting majority will be a simple majority.
 - 4.5.2. Each member agency will provide funding in accordance with an executed Support Agreement (SA) to NASA for maintenance, sustaining engineering, and enhancement of the SI system; and participate in the planning and funding of approved changes as disposed by the SI-CCCB.
- 4.6. NASA Responsibilities:
 - 4.6.1. The NASA Headquarters, Facilities Engineering Division will have prime responsibility for managing the SI system.
 - 4.6.2. NASA will process and administer reimbursable funding for changes to the SI system including; maintenance, sustaining engineering and enhancement.
 - 4.6.3. NASA will designate an SI Project Manager.
 - 4.6.4. NASA will implement changes to the SI system approved by the SI-CCCB.

5. GOVERNING PROCEDURES

- 5.1. Anyone may submit a change request through the SI system.
- 5.2. The SI-CCCB will approve by majority vote actions for maintenance, sustaining engineering, and enhancement of the NASA SI system.

6. SPECSINTACT SYSTEM CHANGE PROCESSING PROCEDURES

- 6.1. Agencies will fully document all proposed software changes using the SI Software Change Request tool in the SI system. The tool automatically sends the request to the SI development team via email. A rationale for the proposed change will be provided with the proposal.
 - 6.1.1. Software Problem: If the SI Project Manager designates the submission as a software problem, it will be corrected as soon as possible consistent with its priority within the maintenance/sustaining engineering manpower levels.
 - 6.1.2. New Requirement: If the SI Project Manager designates the submission as a new requirement, an assessment of the proposed change, design impact, manpower required, and schedule for implementation authority and funding to proceed will be prepared and distributed to the SI-CCCB members for action.
- 6.2. Prioritization of Changes. There may be a number of changes being proposed simultaneously, in which case SI-CCCB members will be requested to prioritize within designated priorities. Likewise, if a large backlog develops, it may become necessary to periodically conduct a reprioritization effort on all outstanding actions.

7. FUNCTIONAL RESPONSIBILITIES

- 7.1. The NASA Headquarters, Facilities Engineering Division is the office of prime responsibility for the SI System and is responsible for: 1) reviewing the SI-CCCB's actions; 2) processing and administering reimbursable funding; and 3) implementing changes approved by the SI-CCCB within funding limitations.
- 7.2. The SI-CCCB chairperson is responsible for: 1) the SI-CCCB's operations and for coordinating the requirements which have been approved and prioritized by the SI-CCCB with the SI Project Manager; 2) representing the member agencies and coordinating through the SI-CCCB any efforts that involve other potential governmental or private users.
- 7.3. The SI-CCCB members are responsible for representing their respective agency in terms of user requirements; responsible for representing their agency's recommended changes to the SI-CCCB for consideration; voting on the adoption of the changes, prioritizing approved changes for implementation, determining agency funding allocations; and provision of reimbursable funding to NASA for maintenance, sustaining engineering and enhancement of the SI system as approved by the SI-CCCB.
- 7.4. The SI Project Manager is responsible for the budget from which the SI-CCCB's actions are funded. The Project Manager must assess each proposed change for technical feasibility, and budget and schedule impact prior to consideration of the proposed change by the SI-CCCB.

8. IMPLEMENTATION

- 8.1. The SI Project Manager is responsible for implementation of approved changes; submitting a status report at each meeting of the SI-CCCB; performance of functional testing and quality control of all changes; and support SpecsIntact software certification for member agencies.
- 8.2. The SI-CCCB will be responsible for and give final approval to the NASA SI Project Manager for user acceptance testing prior to distribution of any change other than a software problem correction.
- 8.3. The SI-CCCB shall designate organizations to perform user acceptance testing.

9. MEETINGS OF THE SPECSINTACT CONFIGURATION CONTROL & COORDINATION BOARD

- 9.1. The Chairperson of the SI-CCCB will provide at least four weeks advance notice for meetings including locations and agendas. Meetings may be conducted via telephone conference call and other appropriate means.

10. FINANCIAL ARRANGEMENTS

- 10.1. Performance by member agencies under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. Each member agency will provide to NASA its share of funds required for the development and maintenance of the SI system. Each member agency shall complete a mutually agreed upon written SA with NASA for the member agency's share of the SI-CCCB approved development and maintenance of the SI system. SAs will be executed on either a DD Form 1144 or on any form acceptable to both member agencies that contains the same substantive information as a DD Form 1144. Work may commence only after an SA and Economy Act Determination and Findings is properly completed.
- 10.2. As the primary responsible agency, NASA will collect and manage the disbursement of the funds provided by the member agencies for the development and maintenance of the SI system.
- 10.3. Each member agency agrees that payments will be based on the costs to develop and maintain the SI system calculated by mutual agreement and within the relevant member agencies reimbursable policies and documented in a Support Agreement.
- 10.4. If NASA forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the member agencies of the amount of additional funds necessary to complete the work under that SA. The member agencies shall either provide the additional funds to NASA, require that the scope of work be limited to that which can be paid for by the then available funds, or direct termination of the work under that SA.
- 10.5. Within 90 days of completing the work under a SA, the NASA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion

of this accounting, NASA shall return to the member agencies any funds advanced in excess of the actual costs as then known, or the Parties shall provide any additional funds necessary to cover the actual costs as then known.

11. AGENCY CONTACT INFORMATION

- 11.1. NASA HQ: Mr. Steve Rider, Stephen.S.Rider@nasa.gov
- 11.2. NASA SI-CCCB: Mr. Frank Der, KSC, Frank.Der@nasa.gov
- 11.3. USACE: Ms. Zenovia Wilcox, USACE HQ, Zenovia.D.Wilcox@usace.army.mil
- 11.4. NAVFAC: Ms. Sherri McMillion, sherri.mcmillion@navy.mil

12. CHANGES TO MOU

- 12.1. Any SI-CCCB member may propose changes to this MOU at any time. The proposed change, along with the supporting rationale, will be submitted to the Chairperson of the SICCCB. The Chairperson will distribute the proposal to the SI-CCCB for review. A unanimous vote of the SI-CCCB will be required to approve a recommendation of a proposed change to the MOU. All changes to the MOU will be in the form of an amendment, which will require new signatures from all of the member agencies.
- 12.2. This MOU is effective upon the date of the last signature. The member agencies will conduct a financial review for financial impacts annually, and a review of this MOU in its entirety at least every three years. This MOU may be terminated at any time by mutual written agreement of the agencies. A member agency may withdraw from this MOU with 180 days written notice to the remaining member agencies.

13. DISPUTES

- 13.1. The Parties agree that, in the event of a dispute between the Parties, they shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. In the event such measures fail to resolve the dispute, the parties shall elevate the issue through their respective chains of command.
- 13.2. Either Party may unilaterally terminate this MOU by providing at least 180 days written notice to the other Parties. Parties to the MOU will continue to be responsible for all costs incurred under this MOU.

14. MISCELLANEOUS

- 14.1. Other Relationships or Obligations: This MOA shall not affect any pre-existing or independent relationships or obligations between the parties to the MOU.

- 14.2. Survival: The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.
- 14.3. Severability: If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 14.4. Transferability: This MOA is not transferable except with the written consent of the Parties.
- 14.5. Effective Date: This MOU takes effect beginning on the day after the last Party signs.
- 14.6. Termination Date: This MOU expires five years from the effective date. If the Parties want the agreement to be extended it can be amended in conjunction with the triennial review or at any point prior to its termination to extend for an additional five years from the date of amendment.

15. CANCELLATION OF PREVIOUS AGREEMENT

- 15.1. This MOU cancels and supersedes the previously signed agreement between the same Parties with the title Specifications-Kept Intact (SPECSINTACT) System executed on February 6, 2003.

FOR NASA:



SCOTT E. ROBINSON, P.E.
Director, Facilities Engineering Division

FOR USACE:



JAMES C. DALTON, P.E.
Chief, Engineering and Construction
U.S. Army Corps of Engineers

FOR NAVFAC:



JOSEPH E. GOTT, P.E.
Chief Engineer
Naval Facilities Engineering Command