



**MEMORANDUM OF UNDERSTANDING
BETWEEN
Center for American Progress (CAP)
AND
IT Acquisition Advisory Council (IT-AAC)**

Whereas **Center for American Progress (CAP)** and **IT Acquisition Advisory Council (IT-AAC)** share a mutual commitment to transforming how the federal government acquires and manages Information Technology (IT) programs. Areas of mutual interest include; IT Innovation Enablement, Solution Architectures, Acquisition Reform, sharing of commercial best practices and lessons learned. IT-AAC is a not-for-profit organization establishing standards of practice for improving IT Architecture and Acquisition effectiveness, and a clearinghouse of solution architectures and performance metrics.

Whereas The respective missions of IT-AAC and CAP are complementary with respect to providing Defense IT program managers education, mentoring and tools in IT Acquisition process improvement, promoting adoption of IT implementation best practices, and supporting collaborative mechanisms that assure successful implementation of IT centric systems in the Defense Sector (IT Infrastructure, Business Systems, Information Sharing, Health IT, Cyber Security, Case Management); and

Whereas Both organizations desire to collaborate to further IT Acquisition effectiveness through this memorandum of understanding, through enhanced Technology Acquisition training and mentoring programs that advance congressional directive Section 804 of the National Defense Authorization Act and Sec 802 of the 2008 NDAA to enhance the Acquisition Workforce. This MOU establishes a cooperative agreement between CAP and IT-AAC to partner in the development and implementation of a government wide IT Acquisition curriculum, and to propose to the Office of the Secretary of Defense, ATL support of its IT Acquisition objectives.

Therefore Be It Resolved:

That **CAP** and **IT-AAC** agree to collaborate with each other in good faith in development of public/private proposals to further agency specific initiatives.

CAP and **IT-AAC** will strive to advance their respective goals by expanding existing operations, capabilities, methods and expertise. **IT-AAC** and **CAP** will mutually support **IT-AAC's Leadership Roundtables** as time allows.

This MOU establishes a collaborative framework for CAP and IT-AAC to pursue joint ventures that are mutually beneficial, advance the public interest, and are consistent with the respective missions of both parties. CAP and IT-AAC will each appoint personnel to explore these opportunities and propose the specific details on what each party will pursue and how the details associated with each area should be handled. The opportunities identified for partnering include, but are not limited to:



- IT-AAC and CAP may co-author work products which may include op-eds, articles, and other writings.
- IT-AAC and CAP may explore joint research ventures leading to joint publication.
- IT-AAC and CAP may co-present any such co-authored work products or joint publications at co-branded events.

On an annual basis the parties will meet to review the benefits and results as well as efforts and resources expended by each party. Each party agrees to bear its own cost of participation in this MOU, and will not result in a charge to either party. Each party participates in this agreement voluntarily and it may be terminated by either party at any time. This MOU will facilitate coordination of resources between CAP and IT-AAC. Points of contact in specific areas are included in the attachment.

Both parties agree to support this common vision through ongoing collaboration based on trust and mutual respect for the mutual benefit of CAP and IT-AAC.

Both parties acknowledge and agree that the activities engaged in pursuant to this MOU must be consistent with exemption under section 501(c)(3) of the Internal Revenue Code.

IT-AAC or CAP may use the other party's name or logo in published materials (e.g., website and catalog) to reference this MOU or contact information during the Term of this MOU (defined below). Content and text of all promotional information must be approved by each party prior to release.

Each party (the "Authoring Party") creating a work pursuant to this MOU, independently or jointly with the other party, will retain ownership over all right, title and interest in and to a work by it, its employees, its consultants or its agents (collectively, the "**Works**"). Subject to the terms and conditions hereof, the Authoring Party hereby grants to the non-authoring parties a non-exclusive, perpetual royalty-free license to use and republish each Work (including portions thereof), Notwithstanding the foregoing, the non-authoring parties may not make any changes to a Work in a manner that alters its editorial intent without prior written consent

No agreements concerning the transfer or exchange of any asset or funding of either party is intended or implied by this memorandum. IT-AAC and CAP are separate and independent institutions and by this agreement both will continue to operate as separate institutions. IT-AAC operates as a public/private think tank and is joined by other public interest concerns that do not lobby or provide material solutions to the federal government.

The parties understand that their activities under this MOU will involve access to and creation of confidential information and materials (collectively, the "Confidential Information"). The Confidential Information includes information, ideas or materials of a technical or creative nature (such as research results, technology or other intellectual property), and of a business



nature (such as financial, marketing, strategic, planning and personnel information). The parties understand that the Confidential Information is extremely valuable to the party disclosing such Information (“**Disclosing Party**”). Accordingly, each party receiving such Confidential Information (“**Receiving Party**”) agrees that during the term of this MOU and thereafter that it will hold the Confidential Information of the Disclosing Party in confidence, will not use such information or materials except as necessary to perform activities under this MOU and solely to the benefit of the Disclosing Party, and will not disclose or otherwise make available such information or materials to any third party except as may be authorized in an advance writing by the Disclosing Party, as applicable. The foregoing restrictions on use and disclosure will not apply to Confidential Information of a Disclosing Party to the extent the Receiving Party can prove that such information (a) is or has become generally known to the public through no act of the Receiving Party, (b) was already known to the Receiving Party at the time of its disclosure by the Disclosing Party (as evidenced by the Receiving Party’s written records), (c) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information (as evidenced by the Receiving Party’s written records), or (d) such disclosure is legally compelled (provided that the Receiving Party will give advance notice to the Disclosing Party, as applicable, and will cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure, as applicable).

Unless terminated earlier in accordance with the terms of this Paragraph, this MOU commences upon both parties execution of this MOU and remains in effect for one year thereafter (the “Term”). Either party reserves the right to terminate, after 60 days prior notice, this Memorandum of Understanding when the interest of that party so dictates. Either party reserves the right to terminate this MOU immediately upon 7 days prior written notice should they determine the other party to be in material breach of this MOU.

Each party (the “**Conduit**”) represents and warrants that: (a) it will not request or suggest that another party make a communication that refers to the Conduit’s Candidates (defined below) (if any); (b) it will not cause another party to disseminate, distribute, or republish, in whole or in part, campaign materials of Conduit’s Candidates (if any); (c) it has not, and will not, use in Conduit’s work with another party, or convey to another party, non-public information about plans, projects, activities, or needs of the Conduit’s Candidates (if any) in any manner that is material to the creation, production, or distribution of another party’s communications; (d) it has not, and will not, use in the Conduit’s work with another party, or convey to another party, non-public information used by Conduit in providing services to the Conduit’s Candidates (if any), if that information is material to the creation, production, or distribution of another party’s communications; (e) has not and will not share material, non-public materials, information, assets, plans or strategies of another party with Conduit’s Candidates (if any); and (f) if Conduit becomes aware of any violations of these policies, by anyone, at any point, whether intentional or inadvertent, Conduit will immediately inform the Legal Team of American Progress of such violations. For the purpose of this Agreement, “Candidates” means the employers, contributors, or clients (whether or not such employers, contributors, or Conduits are providing consideration to Conduit) that are federal, state or local candidates, political committees or political party committees.

All efforts expended pursuant to this initial MOU are rendered voluntarily, and IT-AAC bears the cost of its own proposal efforts seeking agency funding support. It is recognized however, that training, mentoring, and consulting in support of acquisition reform by IT-AAC will be funded by DOD sponsors.



This MOU represents the entire agreement between the parties and may be amended as needed without affecting the terms of this agreement, unless specifically noted. A separate agreement may need to be executed to support implementation of jointly proposed efforts.

No party may assign nor transfer this MOU without the prior written consent of the other party.

Any notice or other communication under this MOU will be deemed to be properly given (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) when sent by email; (d) five business days after having been sent by registered or certified mail; or (e) two business days after deposit with an express courier, with written confirmation of receipt. All notices under this MOU should be sent to the persons listed in Attachment A to this MOU.

No party may represent nor bind another party unless given express authorization from an officer of that Party and after being appropriately designated in writing to provide such authorization, or if specifically authorized by this MOU.

Each party agrees to indemnify and hold harmless the other party, and their current and former trustees, officers, staff members, assignees, agents, and licensees, from and against any losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages resulting from any claim or action arising out of the indemnifying party's breach of any covenant, representation, or warranty in this MOU.

If any provision of this MOU is determined to be invalid, illegal or unenforceable, the validity or enforceability of the other provisions will not be affected.

Failure to enforce any provision or to exercise any right, remedy or power under this MOU will not operate as a waiver of any such provision, right, remedy or power hereunder.

This MOU is governed by, and is to be construed in accordance with, the laws of the United States and the District of Columbia. Any dispute, controversy, or claim arising out of or relating to the interpretation, application or performance of this MOU, including its existence, validity, or termination, must be settled by final and binding arbitration in Washington, D.C., in accordance with the appropriate rules of the American Arbitration Association. The parties acknowledge that the standards of evidence and procedural rules, among other things, differ in arbitration from the rules applicable in a civil trial. By agreeing to arbitration, the parties waive any right to a jury or court trial.

This MOU is made and entered into for the sole protection and benefit of the parties hereto, and is not intended to convey any rights or benefits to any other party, nor will this MOU be interpreted to convey any rights or benefits to any person except the parties hereto.

This MOU may be executed (including by facsimile signature) in one or more counterparts, each of which will be deemed an original, and all of which will be taken together and deemed to be one document.



The administrators of IT-AAC and CAP are authorized to sign, prepare and implement plans of action and procedures necessary to effect this agreement.



Signed,

On behalf of IT-AAC:

Mike Wynne
IT-AAC Chairman
Dated: October 19, 2010

On behalf of:
CENTER FOR AMERICAN PROGRESS

Neera Tanden
Center for American Progress



ATTACHMENT A

COLLABORATION POINTS OF CONTACT

<u>Subject Area</u>	<u>CENTER FOR AMERICAN PROGRESS</u>	<u>ICH/IT-AAC</u>
Principal Points of Contact	Will Thomas Director, Information Technology (202) 481-8243	Mike Wynne, ICH Chairman of the Board IT-AAC Chairman (703) 768-0400 Kirk Phillips IT-AAC Director IT-AAC Vice Chair (703) 768-0400
Executive Speakers		John Weiler, IT-AAC Vice Chair ICH Founder, Chief Strategist (703) 768-0400
Business Development		Kevin Carroll Vice Chair, IT-AAC ICH Director of Strategic Partnerships (301) 787-0163