

MEMORANDUM OF AGREEMENT
between
THE OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR INTELLIGENCE
and SECURITY
and
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
on
Mark McInerney
for a
Liaison Officer Assignment

1. **AUTHORITY AND PARTIES:** National Aeronautics and Space Administration Science Mission Directorate, located at 300 E ST SW, Washington, DC 20546 (hereinafter referred to as “NASA” or “SMD”) entered into this Interagency Agreement (hereinafter referred to as “IAA” or “Agreement”) in accordance with the Space Act. The Office of the Under Secretary of Defense for Intelligence and Security, located at 5000 Defense Pentagon, Washington, DC 20301 (hereinafter referred to as “OUSD(I&S)”), enters into this IAA. NASA and OUSD(I&S) may be individually referred to as a “Party” and collectively referred to as the “Parties.”
2. **PURPOSE AND OBJECTIVES:** This IAA provides for the assignment and accounting of a civilian NASA employee to the OUSD(I&S) staff as a Liaison Officer (LNO) and to stipulate the roles and responsibilities of each Party. NASA will assign a civilian in the Grade of GS-15, to serve as a LNO on a non-reimbursable basis. The LNO must have a (b) (6) [redacted] The LNO shall have prior experience in conducting and/or management of scientific research, technology development, or technical investigations, especially those conducted by multi-disciplinary and/or multi-organization teams.
3. **ORGANIZATION AND COMMAND RELATIONSHIPS:**
 - a. The LNO will be the representative of NASA to OUSD(I&S) and report to Dr. Sean Kirkpatrick for assignment to duty.
 - b. The LNO, with duty in Arlington, VA, will remain administratively assigned to the NASA, Science Mission Directorate (SMD), as the gaining organization. The LNO will be detailed to the SMD from GSFC and subsequently duty stationed at OUSD(I&S) in Arlington, VA, to carry out the detail assignment. Dr. Michael New of the SMD will provide administrative oversight and supervision throughout the duration of the detail assignment in close coordination with the Goddard Space Flight Center (GSFC). The GSFC is the employing office and the SMD is the gaining office for purposes of executing the detail assignment.
 - c. The AARO Director, OUSD(I&S) will provide input to the employing agency’s rating official, however, the employee will remain in NASA’s performance

evaluation process. Performance input will be provided directly to the SMD and subsequently provided to GSFC in order to complete all performance evaluation milestones.

4. RESPONSIBILITIES: This LNO assignment is effective upon signature of all parties through March/April, XX 2025. The duties of this position will include:

- Sharing information with NASA from the All-domain Anomaly Resolution Office (AARO).
- Sharing NASA's position on the study of Unknown Anomalous Phenomena and the NASA open-source study of Unknown Anomalous Phenomena with AARO.
- Accessing AARO/OUUSD(I&S) personnel that may be necessary to support NASA's open source study on Unknown Anomalous Phenomena.
- Sharing subject matter expertise of the NASA network of capabilities and personnel that may be relevant for the development of (AARO) Science and Technology/Research Development, Test and Evaluation (S&T/RDT&E) plans.
- Sharing the NASA network of capabilities and personnel that may be relevant for AARO's studies of Unknown Anomalous Phenomena, consistent with NASA's open data policies.
- Ensuring the synchronization and deconfliction of AARO's S&T/RDTE plans and operations with NASA's lines of open-source inquiry.
- Providing a conduit for NASA to request information from AARO.
- Providing a conduit for AARO to request information from NASA.
- Providing relevant academic expertise that may be brought to bear either through NASA's own study or through AARO's classified work.
- Briefing NASA leadership on AARO's S&T/RDTE plans and capabilities, especially their impact on NASA's open source study of Unknown Anomalous Phenomena

5. ADMINISTRATION:

- a. OUUSD(I&S) will:
 - i. Provide physical work space and all required Information Technology (IT) support.
 - ii. Bear all travel costs associated with authorized duty travel in support of the All-domain Anomaly Resolution Office or other OUUSD(I&S) requirements.
- b. NASA will:
 - i. Assume all administrative expenses related to assigning the LNO to the All-domain Anomaly Resolution Office.
 - ii. Maintain or select the appropriate location for the LNO's finance, accounting, personnel, and leave accounting records.
- c. Points of Contact: The following shall serve as points of contact for purposes of the MOA:
 - i. FOR OUUSD(I&S):

Director for All-domain Anomaly Resolution Office: Dr. Sean Kirkpatrick
Phone: (b) (6)

ii. FOR NASA:

Senior Advisor for Science Mission Directorate: Dr. Paul Hertz
Phone: 202-358-0986

d. Correspondence: Correspondences to be sent and notices to be given pursuant to this MOA shall be addressed as follows:

i. Office of the Under Secretary of Defense for Intelligence & Security

ATTN: Chief of Staff

5000 Defense Pentagon, Room (b) (6)

Washington, DC 20301-5000

Email: (b) (6)

ii. Headquarters National Aeronautics and Space Administration

ATTN: Paul Hertz

300 E. St SW, Room (b) (6)

Washington, DC 20546

Email: paul.hertz@nasa.gov

6. EFFECTIVE DATE: This MOA becomes effective upon the signature of the authorized officials of the representative parties and will be terminated two years from the effective date. An extension of this MOA may be granted with agreement from both parties.

7. LIMITATIONS:

- a. Funds: This MOA does not authorize the transfer or exchange of funds between the parties.
- b. Availability of Funds: The obligations of the parties under this MOA are subject to the availability of appropriated funds and must be accomplished in accordance with applicable laws.
- c. Modification of Agreement: This MOA may only be modified or amended by the written agreement of the parties, duly signed by their authorized representatives. This MOA will be reviewed annually on or around the anniversary of its effective date.
- d. The LNO will not be assigned to any position in OUSD(I&S) other than that stated above unless with express written consent of all Parties.
- e. Termination of Agreement: The MOA may be terminated at any time upon the written consent of the parties. Either party may request the return of the employee after appropriate coordination between said parties.

- f. This LNO will represent NASA only on issues pertaining to the work of AARO and any contacts and communications between the LNO and the Intelligence Community outside of the scope of the LNO's responsibilities should be communicated to and coordinated with the NASA Office of International and Interagency Relations (OIIR). In addition, this LNO does not have the authority to review or approve interagency agreements.

8. APPROVAL:

(b) (6)

Kevin A. Holmes
Chief of Staff
OUSD(I&S) **MAY 04 2023**

Nicola Fox Digitally signed by Nicola Fox
Date: 2023.05.12 10:14:41 -04'00'

Nicola J. Fox
Associate Administrator
Science Mission Directorate
NASA Headquarters

(b) (6)

Sean Kirkpatrick
Director
AARO

CATHLEEN RICHARDSON Digitally signed by CATHLEEN RICHARDSON
Date: 2023.05.19 14:01:38 -04'00'

Cathy Richardson
Director of Flight Projects
NASA Goddard Space Flight Center

Raymond Rubilotta Digitally signed by Raymond Rubilotta
Date: 2023.05.26 14:44:29 -04'00'

Makenzie Lystrup
Center Director
NASA Goddard Space Flight Center

Mark McInerney Digitally signed by Mark McInerney
Date: 2023.05.30 20:27:54 -04'00'

Mark McInerney
Deputy Project Manager Technical
Flight Projects Directorate
NASA Goddard Space Flight Center

This document is made available through the declassification efforts
and research of John Greenewald, Jr., creator of:

The Black Vault



The Black Vault is the largest online Freedom of Information Act (FOIA) document clearinghouse in the world. The research efforts here are responsible for the declassification of hundreds of thousands of pages released by the U.S. Government & Military.

Discover the Truth at: <http://www.theblackvault.com>

National Aeronautics and Space Administration



Headquarters

Washington, DC 20546-0001

September 29, 2023

Reply to attn. of: Office of Communications
History and Information Services Division

John Greenewald
The Black Vault, Inc.
27305 W. Live Oak Road, Suite 1203
Castaic, CA 91384

Re: NASA FOIA Tracking Number **23-00944-F-HQ**

Dear John Greenewald:

This is an interim response to your Freedom of Information Act (FOIA) request to the National Aeronautics and Space Administration (NASA), dated September 23, 2023 and received in this office on September 25, 2023. Your request was assigned the above-referenced tracking number. You seek a copy the "NASA-AARO liaison agreement" and any releasable drafts.

This letter responds to your request for the final version of the NASA-AARO liaison agreement referenced above. We anticipate our final response to address the remaining draft items. We conducted a search of NASA's Office of the Administrator using the search terms "All-Domain Anomaly Resolution Office (AARO)". That search identified records responsive to your request. We reviewed the responsive records under the FOIA to determine whether they may be disclosed to you. Based on that review, this office is providing the following:

 1 page(s) are released in full (RIF);¹
 3 page(s) are released in part (RIP);

NASA redacted from the enclosed documents certain information pursuant to the following FOIA exemptions:

Exemption 6, 5 U.S.C. § 552(b)(6)

Exemption 6 allows withholding of "personnel and medical files and *similar files* the disclosure of which would constitute a clearly unwarranted invasion of personal privacy."

¹ All page counts are approximate numbers.

5 U.S.C. § 552(b)(6)(emphasis added). NASA invokes exemption 6 to protect signature of individuals, telephone numbers, work cell phone numbers, e-mail addresses, and performance information.

Fees

Provisions of the FOIA allow us to recover part of the cost of complying with your request. In this instance, because the cost is below the \$50 minimum, there is no charge.

Appeal

Because processing is not yet complete, we ask that you defer any appeals until NASA completes its work on your request. You do, however, have the right to appeal my action regarding your request. Your appeal must be received within 90 days of the date of this response. Please send your appeal to:

Administrator
NASA Headquarters
Executive Secretariat
ATTN: FOIA Appeals
MS 9R17
300 E Street S.W.
Washington, DC 20546

Both the envelope and letter of appeal should be clearly marked, "Appeal under the Freedom of Information Act." You must also include a copy of your initial request, the adverse determination, and any other correspondence with the FOIA office. In order to expedite the appellate process and ensure full consideration of your appeal, your appeal should contain a brief statement of the reasons you believe this initial determination should be reversed. Additional information on submitting an appeal is set forth in the NASA FOIA regulations at 14 C.F.R. § 1206.700.

Assistance and Dispute Resolution Services

If you have any questions, please feel free to contact me at Alyssa.k.bias@nasa.gov or (202) 358-4664. For further assistance and to discuss any aspect of your request you may also contact:

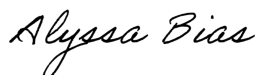
Stephanie Fox
Chief FOIA Public Liaison
Freedom of Information Act Office
NASA Headquarters
300 E Street, S.W., 5P32
Washington D.C. 20546
Phone: 202-358-1553

Email: Stephanie.K.Fox@nasa.gov

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services it offers. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

Important: Please note that contacting any agency official including myself, NASA's Chief FOIA Public Liaison, and/or OGIS is not an alternative to filing an administrative appeal and does not stop the 90 day appeal clock.

Sincerely,



Alyssa Bias
Government Information Specialist