

MEMORANDUM OF AGREEMENT BETWEEN

THE UNITED STATES AIR FORCE

45TH SPACE WING

AND

THE NAME OF GOVERNMENT CUSTOMER

FOR

NAME OF PROGRAM

45 SW No. 15X-2-XX

This is a Memorandum of Agreement (MOA) between the United States Air Force (USAF) 45th Space Wing (45 SW) and the **NAME OF CUSTOMER**. When referred to collectively, the USAF 45 SW and the **NAME OF CUSTOMER** are referred to as the “Parties”.

1. AUTHORITIES:

1.1. DoDI 4000.19, *Support Agreements*, 25 Apr 13

1.2. AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, 18 Oct 13

2. PURPOSE: To set forth the responsibilities of the 45 SW and **NAME OF CUSTOMER**, or “User” for operations conducted on property and/or airspace managed by the 45 SW, to include Patrick Air Force Base (PAFB), Cape Canaveral Air Force Base (CCAFS), Malabar Transmitter Annex, and Ascension Auxillary Airfield (AAAF).

3. BACKGROUND: **[BRIEF DESCRIPTION OF TRANSIENT ACTIVITIES – REFER TO APPENDIX 1]** This agreement is only for non-recurring support only. Any support extending beyond one year in duration will require a DD Form 1144, Support Agreement.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The 45 SW will —

4.1.1 Allow access of User and contractors to 45 SW property and coordinate badge requests, as required, for User personnel.

4.1.2. Make available support services as listed in Appendix 2. Provide cost estimate to User for planned support.

4.1.3. Make available to User real property as listed in Appendix 3. Real property will be made available to the User via a Right of Entry (ROE) or Permit. If an extension to the ROE or Permit is required, User shall notify the 45 SW at least 30 days prior to the ROE/Permit expiration date.

4.1.4. Notify User of any hazardous activities to be conducted on 45 SW property that could impact User or User’s contractor’s hardware, personnel or operations.

4.1.5 Review and approve, as applicable, all environmental documentation submitted by User prior to start of operations.

4.1.6. Provide a list of any open, identified hazards and OSHA non-compliances existing at the facilities and real property listed in Appendix 2 to User upon request.

4.1.7. Conduct safety review of User operations to be conducted on 45 SW property. Provide a safety briefing to User on local hazards/conditions.

4.1.8. Respond to User's request for support with a Statement of Capability (SC) document, accepting the new 45 SW range workload.

4.2. The User will —

4.2.1. Provide the 45 SW a description of all hardware, vehicles and personnel to be utilized during User operations.

4.2.2. Coordinate with the 45 SW Frequency Management office (45 SCS/SCOT) prior to conducting any activities that will produce radio frequency emissions. Spectrum managers will contact 45 SCS/SCOT with proper Standard Frequency Action Format (SFAF) request.

4.2.3. Submit schedule requests to 45 SW AF Range scheduling 1ropschd@us.af.mil, (321) 853-5941/DSN 467-5941) to include operational times of User activities and frequency requirements. User shall schedule operations no later than 30 days in advance, and make short-notice scheduling requests no later than by noon the day prior to the operation, and operations extension requests as soon as the Test Conductor determines an extension is necessary.

4.2.4. Coordinate all hazardous operations and closed space access requirements with the 45 SW.

4.2.5. Develop and submit all required environmental documentation, including an AF Form 813. Coordinate with 45 SW/CES on all environmental documentation and reviews required for User's activities.

4.2.6. Allow 45 SW representatives to access any facilities and/or real property in use by the User to review User operations, conduct safety inspections, investigate mishaps, or respond to emergencies and potential terrorist threats. User will provide a safety point of contact to accompany 45 SW Safety Office (45 SW/SE) personnel during official visits.

4.2.7. Direct employees and subcontractors to comply with all AF security procedures and applicable directives, including compliance with AF roadblocks, facility stand-off distances and parking restrictions.

4.2.8. Coordinate with the 45 SW if the user's activity requires the use of hazardous materials, hazardous waste support or International regulated garbage support.

4.2.9. Conduct any mishap investigation that is required as a result of User's activities on 45 SW property.

4.2.10. Resource protection is the responsibility of the User, unless specified otherwise in Appendix 2.

4.2.11. Vacate 45 SW property when directed by 45 SW personnel, if User's presence would constitute a hazard due to a launch activities, hurricane, terrorism threat, or emergency response.

4.2.12. Submit support requirements to the 45 SW via a Program Introduction (PI) document.

4.2.13. Coordinate w/the 45 SW if the user's activity requires a permit or consultation for an environmental, natural resource, or cultural resource impact. The 45 SW must be involved in the permit application and interagency coordination.

4.2.14. Maintain an effective safety and health program that compiles with applicable Department of Labor (DoL), Department of Defense (DoD) and AF Safety Standards

4.2.15. Be prepared to provide User's own vehicle/equipment assets needed for operations. There are limited vehicle and equipment assets available from the U-Drive It (UDI) fleet at PAFB.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. OPERATIONS ON 45 SW PROPERTY. The User shall conduct operations on 45 SW property as described in Appendix 1. The duration of the User activities is also described in Appendix 1.

6.2. SUPPORT PROVIDED BY 45 SW. The User has requested 45 SW support as described in Appendix 2. Any requested changes to the support requested shall be submitted to the 45 SW at least 30 days in advance of the requested changes. 45 SW real property shall be made available to the User as listed in Appendix 3.

6.3. USER SPECIFIC OPERATIONS RESTRICTIONS. Operational restrictions specific to User operations are contained in Appendix 4. These restrictions may include items pertaining to safety, flight operations and environmental protection. This agreement applies to User ground and air operations only. Any Space launch operations shall require a separate agreement.

6.4. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.4.1. For the 45 SW —

6.4.1.1. 45 SW/XPR; **position and phone number of Primary POC**

6.4.1.2. 45 SW/XPR; **position and phone number of Primary POC**

6.4.2. For the User —

6.4.2.1. **Position and phone number of Primary POC**

6.4.2.2. **Position and phone number of Alternate POC**

6.5. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 45 SW, to—

6.5.1. 45th Space Wing/XPR
1201 Edward H. White II Street
Patrick AFB FL 32925-3299

and, if to the User, to—

6.5.2. **[insert mailing address]**

or as may from time to time otherwise be directed by the Parties.

6.6. MODIFICATION OF AGREEMENT: Modification or revision to this agreement will be in the same manner as the original agreement. Modifications will be reviewed by the same organizations that coordinated the original agreement. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.7. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.8. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties."

6.9. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.10. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.11. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs and shall remain in effect until terminated.

6.12. EXPIRATION DATE: This agreement will automatically terminate by **[insert a date]**.

7. FINANCIAL DETAILS:

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request (MIPR), DD Form 448. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. FINANCIAL RESPONSIBILITIES:

7.2.1. The 45 SW will —

7.2.1.1. Develop estimated funding requirements for support provided by the wing to User, in coordination with the Job Order Manager (JOM) and all applicable Cost Center Managers (CCMs). Estimates will include an explanation of all costs and methodology used in calculations. Recognize that estimates are only a basis for initial funding. Charges will be based on actual costs that are provided by contractors and Suppliers organizations. Receiver is responsible for the actual costs.

7.2.1.2. Not authorize any reimbursable work to be performed unless User has provided sufficient funding for support on a fiscal year basis.

7.2.1.3. Cease support immediately if the Receiver's Job Order Number (s) (JONs) becomes deficient.

7.2.1.4. Allow review of the Wing's development of funding requirements with 45th Comptroller Squadron (45 CPTS).

7.2.1.5. Collect reimbursements IAW DoDI 4000.19, DoDFMR 7000.14-R, and AFI65-601V1, as applicable.

7.2.2. The User will —

7.2.2.1. Not obligate the 45 SW.

7.2.2.2. Establish a Job Order Number (JON) and provide advance funding documents to the 45 CPTS on a timely basis for all 45 SW and 45 SW contractor support.

7.2.2.3. Assume full liability for its own risks and costs associated with any activities undertaken pursuant to this agreement.

7.2.2.4. Fully fund all operations and maintenance costs for facilities and real property used under the terms of the ROE. This includes reimbursement of O&M activities performed by 45 SW personnel and contractors.

7.2.2.5. Fully fund any upgrades/configuration changes required to 45 SW facilities and equipment required to support User's activities.

7.2.2.6. Reimburse the 45 SW for all operations and range costs associated with supporting the User's mission, including range scheduling.

7.2.2.7. Reimburse the Supplier for services as appropriate for Receiver status in accordance with DoDI 4000.19, DoDFMR 7000.14-R, and AFI65-601v1, as applicable.

7.2.2.8. Reimburse the 45 SW, if requested, for any damage to 45 SW facilities, real property and equipment caused by User's operations. User is responsible for cleanup required due to accidents during User's test activities.

7.2.2.9. Be responsible for any cleanup required due to environmental contamination caused by User's activities on 45 SW property.

7.2.2.10. Reimburse the 45 SW for any costs the Wing incurs due to termination of this agreement with less than 7 days advance notice.

7.3. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. The 45 SW has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions.

8. LEGAL:

8.1. User agrees to hold the 45 SW harmless for personal injuries or casualties that may be sustained while conducting operations on 45 SW property, to the extent as allowed under the Federal Tort Claims Act, 28 U.S.C. 2671-80.

8.2. In the event of a conflict between this document and other reference documents, such conflict or inconsistency shall be resolved by the following order of precedence:

8.2.1. The real property instrument

8.2.2. Articles of this agreement

8.3. User agrees to fully indemnify the Air Force for all damages resulting from User's activities on 45 SW property.

8.4. The User will not extend use of access or land provided by the 45 SW pursuant to this agreement to any person that is not a signatory thereof.

8.5. If User retains a contractor as their agent for any operations on 45 SW property, User retains liability for all damages or liabilities incurred by that contractor, its employees, and agents. User agrees to bear responsibility for all contractors they employ to conduct operations on 45 SW property.

AGREED:

For the 45 SW —

For the User —

THOMAS A. EYE
Director, Plans and Programs

[INSERT NAME]
Colonel,
NAME OF CUSTOMER

DATE: _____

DATE: _____

APPENDIX 1
DESCRIPTION OF USER ACTIVITIES ON 45 SW PROPERTY

Program/project name:

Customer: *(Organization providing the requirements and sending funds to 45 SW, along with requestor's POC)*

Mission: *(Overview of customer's mission)*

Description of proposed activity/conops: *(Briefly describe your proposed operations).*

Customer Equipment: *(List the major vehicles/equipment/sensors you'll be bringing on the range with a short description.)*

Radio Frequency Emissions: Yes No *(Provide frequencies)*

Wing resources requested: *(What 45 SW support do you need? – airfield, airspace, weather forecasting, port operations, security, radars, fuels, forklifts, port-o-lets, etc.)*

Facilities required: *(Include facility requirements such as square footage, door dimensions, overhead cranes, utilities, A/C, etc., or if you just require land use, describe amount of land and desired attributes).*

Proposed need date: *(Date you want to start operations on PAFB/CCAFS)*

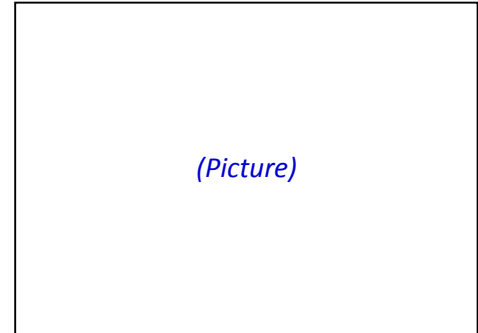
Recurring Operations/Duration: *(Identify projected test date(s) and times (which shift testing will be done – day or night, approximate hours – for example 0730 – 1700, and how many days). Also, identify whether operations will be recurring - how many times per year - for how many years.)*

Number of people: *(Permanent/temp; military, civilian, contractor?)*

Hazards: *(Identify major hazardous operations such as lasers, explosives, toxic gases, etc.)*

Rationale for using 45 SW property/capabilities: *(Why is PAFB and/or CCAFS your preferred location?)*

Impact to your program if 45 SW support cannot be provided:



APPENDIX 2
45 SW SUPPORT SERVICES PROVIDED TO USER

**APPENDIX 3
45 SW FACILITIES AND REAL PROPERTY TO BE MADE AVAILABLE FOR USER
ACTIVITIES ONCE RIGHT OF ENTRY OR PERMIT IS GRANTED**

Facility Numbers:

Real Property:

Duration of ROE:

APPENDIX 4
USER SPECIFIC OPERATING RESTRICTIONS

1. Safety:

a) 45 SW:

b) User:

2. Restricted Airspace:

a) 45 SW:

b) User:

3. Environmental:

a) 45 SW:

b) User:

APPENDIX 5**ACRONYMS**

1 ROPS	1 st Range Operations Squadron
45 CPTS	45th Space Wing Comptroller Squadron
45 LCG	45th Launch Group
45 SCS/SCOT	45 SW Frequency Office
45 SW	45th Space Wing
45 SW/CC	45th Space Wing Commander
45 SW/CES	45th Space Wing Civil Engineering Squadron
45 SW/CV	45th Space Wing Vice Commander
45 SW/SE	45th Space Wing Safety Office
45 SW/XPR	45th Space Wing Programs Office
AAAF	Ascension Auxillary Airfield
AF	Air Force
AFI	Air Force Instruction
AFMAN	Air Force Manual
AFSPC	Air Force Space Command
AFSPCMAN	Air Force Space Command Manual
CCAFS	Cape Canaveral Air Force Station
CCM	Cost Center Manager
CFR	Code of Federal Regulations
CY	Calendar Year
DoD	Department of Defense
DoDFMR	Department of Defense Financial Management Regulation
DoDI	Department of Defense Instruction
DoL	Department of Labor
DSN	Defense Switched Network
ER	Eastern Range
FAA	Federal Aviation Administration
FY	Fiscal Year
DoD	Department of Defense
GSE	Ground Support Equipment
IAW	In Accordance With
JOM	Job Order Manager
JON	Job Order Number
MIPR	Military Interdepartmental Purchase Request
MOA	Memorandum of Agreement
O&M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
PAFB	Patrick Air Force Base
PI	Program Introduction

POC	Point of Contact
ROE	Right of Entry
SC	Statement of Capability
UDI	You Drive It
USAF	United States Air Force