

**Memorandum of Agreement  
between  
U.S. Special Operations Command  
and  
National Defense Industrial Association**

This Memorandum of Agreement (the "Agreement") is hereby entered into and made effective as of the date of the last signature affixed to this Agreement (the "Effective Date") by and between the U.S. Special Operations Command ("USSOCOM") and the National Defense Industrial Association ("NDIA"). The parties agree to the following terms and conditions.

**Introduction**

USSOCOM and NDIA, a non-profit, educational association incorporated in the District of Columbia, share a joint interest in fostering and advancing the identification, research, and development of special operations forces technology through the professional and ethical exchange of information between government and industry. USSOCOM and NDIA also share interests for sustaining a strong technology industrial base. In furtherance of these mutual interests, USSOCOM and NDIA will jointly sponsor, plan, and execute a Special Operations Forces Industry Conference (SOFIC) on or about May 19-21, 2015 at the Tampa Convention Center, Tampa, FL. The purpose of the conference is to bring together government, military, industry, academia, small business, and other stakeholders for discussions of scientific, technical, and professional issues related to special operations forces acquisition and technology efforts. To stimulate wider interest and inquiry into these issues, the conference and related activities and events will be open to registration by government and industry representatives without regard to their NDIA membership status (both NDIA Members and Non-members may register) except that access of foreign and any other persons may be restricted as necessary in accordance with applicable laws and regulations.

The purpose of this Agreement is to formalize the relationship and to establish the respective roles and responsibilities of the parties.

**Term and Termination**

This Agreement will become effective upon the Effective Date and will remain in effect for one (1) year, or, until the completion of 2015 SOFIC and all related obligations set forth in this Agreement, whichever is the latter, unless earlier terminated as set forth herein. This Agreement may be terminated by either party. To the extent possible, the terminating party will provide thirty (30) days' written notification to the other party prior to termination.

**Roles and Responsibilities**

The below distribution of roles and responsibilities for various functions relating to this conference are not all inclusive or immutable. As issues arise with respect to executing the conference, USSOCOM and NDIA will collaborate to determine who should assume responsibility, and any material changes to the roles and responsibilities shall be set forth in a written amendment to this Agreement, executed by both parties. The distribution of roles and responsibilities carries an obligation to continue mutual coordination and agreement throughout the SOFIC planning and execution process.

USSOCOM:

USSOCOM will perform the roles and responsibilities identified (but not limited to) below:

- Identify a primary Point of Contact ("POC") for coordination/planning with NDIA
- In conjunction with NDIA, develop an appropriate theme for the conference to ensure USSOCOM interests are served
- In conjunction with NDIA, develop conference content (agenda) to ensure USSOCOM interests are served
- Provide/recommend government Speakers and Panel Members that can address government content within the agenda
- Perform public release reviews and approvals for government presentations, as required
- Participate in SOFIC In-Progress Reviews (IPR) as required
- Provide biographical information for introductions of USSOCOM personnel serving as Speakers/Panelists
- Assist in developing and implementing Conference Foreign Visitor Control Procedures, as required.
- Identify conference physical and personal security requirements
- Perform personal security and protocol functions related to official visit/participation of USSOCOM dignitaries and special command guests
- Participate in a post-event 'hot wash' and subsequent 'after action review' to capture successes, lessons learned, and pointers for improving future events
- USSOCOM may develop and provide exhibitions of special operations forces and equipment.

NDIA:

In general, NDIA will produce and conduct the event, performing the roles and responsibilities identified (but not limited to) below:

- Identify a primary POC to coordinate with USSOCOM POC
- Contribute to the development of an appropriate theme reflective of USSOCOM and special operations forces current interests, capabilities, and requirements
- Contribute to the development of conference content, providing industry-based content as appropriate to the theme of the conference

- Provide/recommend industry Speakers and Panel Members that can address defense industry content within the agenda
- Plan, coordinate, and participate in IPRs
- Plan, coordinate, and execute administrative and logistics functions necessary to produce a conference such that it will achieve both government and industry intent and fulfill the purposes set forth in this Agreement, to include (but not be limited to):
  - Perform lead role in planning and coordination
  - Perform advertising and marketing operations
  - Perform advanced mailings/announcements
  - Develop and populate conference information web page on NDIA website
  - Establish and execute online and on-site automated registration processes
  - Perform all contracting (lodging, facilities, services, catering, etc.) in support of the conference
  - Develop and print conference agenda for on-site distribution
  - Prepare, print, and assemble Attendee information packets (ex: agenda, marketing materials, informational materials, etc.)
  - Plan and conduct on-site management of all facets of conference execution (i.e., facilitate delivery of the agenda/content, orchestrate speaker transitions, incorporate breaks when/where necessary, make adjustments to agenda as required, interface with facility management as required, etc.)
  - Coordinate conference rooms and breakout rooms; all conference rooms, including breakout rooms, should be furnished and functional, to include A/V equipment, by the start time of the first event on the opening day of the conference
  - Coordinate office space with telephone and internet access for use by Speakers and Panelists.
  - Plan and execute Attendee badging and implement other general security procedures, as required
  - Plan, coordinate, and execute Gala reception and dinner and associated entertainment, catering, and A/V support, to include A/V equipment and A/V services in support of the Gala Speaker (e.g., teleprompter) and the awards portion of the event (e.g., Bull Simons Award presentation), as required. Associated costs will be coordinated and discussed between

both parties prior to event execution. (Both parties understand travel and lodging costs for the Gala Speaker or anyone in his/her party will not be covered under "associated Gala costs.")

- o Plan and conduct a post-event 'hot wash' and subsequent 'after action review' to capture successes, lessons learned, and pointers for improving future events
- o Capture and post conference proceedings (agenda, presentations, handouts, etc.) to a publicly accessible web page (Defense Technical Information Center – DTIC)
- Develop and administer an online post conference survey; share results with USSOCOM POC
- Ensure and obtain adequate liability insurance for the conference
- Collect and pay all expenses incurred by actions of NDIA employees, officers, and agents associated with the planning and execution of the conference
- Submit a conference plan (timeline) 45 days after the Effective Date, to include the milestones of the major events that must occur to effectively execute the conference on the planned date to include dates when USSOCOM-provided information is required
- Coordinate with local law enforcement to ensure adequate security for all conference components
- Provide all conference attendees and presenters/panelists with badges that allow the wearer's name to be easily read to readily distinguish their roles during the conference. Conference badges of foreign personnel shall have unique marking to indicate foreign citizenship
- Inform all conference attendees and presenters/panelists of their obligation to comply with the International Traffic in Arms Regulations (ITAR).

### **Registration Fees**

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USSOCOM intends to use the conference for professional development of USSOCOM personnel (USSOCOM personnel includes military members, civilian employees, and contract employees, as well as military and civilian employees of Special Operations Component Commands and Theater Special Operations Commands). USSOCOM personnel (uniformed

and civilian) (b)(4)

These registration fees are intended to cover all NDIA costs of the conference. However, in the event of any overrun, NDIA will not hold USSOCOM, the Department of Defense (DoD), nor any of its officers or employees liable or file a claim against same for these costs. Any revenue in excess of expenses from the conference will be forfeited to the U.S. Treasury pursuant to 10 U.S.C. 2262. NDIA will coordinate the registration fee amount with USSOCOM and provide information on any excess fees collected.

#### **Waiver of Liability**

USSOCOM intends to support the scope, level of participation, and intent of the conference, as agreed. However, if it becomes necessary for USSOCOM to change the nature or extent of its involvement, reduce the level of its participation, or even withdraw from the conference, USSOCOM shall provide written notice to NDIA within 5 calendar days of such decision being made, and NDIA will not hold USSOCOM, the DoD, nor any of its officers or employees liable or file a claim against the same for any costs or other damages that NDIA might incur by this change, reduction, or withdrawal.

NDIA further agrees to indemnify USSOCOM, the DoD, and their officers and employees for any third party claims asserted against the same arising from this conference as a result of a negligent act or omission on the part of NDIA, its officers, management agent, or employees.

To the extent permitted by applicable law, USSOCOM agrees to indemnify NDIA, and its directors, officers, employees, and agents for any third party claims asserted against the same arising from the conference that is the subject of this Agreement as a result of a negligent act or omission on the part of USSOCOM, its officers, or employees.

#### **Disclaimer to Endorsement**

USSOCOM does not directly or indirectly endorse any product, service, or event produced by NDIA. NDIA will not use the fact of co-sponsorship of this conference to imply USSOCOM or DoD endorsement of NDIA, its services, products, or its other events by the United States Government. NDIA may use the phrase "Jointly Sponsored by NDIA and USSOCOM" in advertising and marketing materials for the discrete portions of the conference event co-sponsored by the Government; however, when so used, such marketing materials must include a prominent statement to the effect, "co-sponsorship of this event does not imply endorsement of NDIA, its services, or products by the United States Government, the Department of Defense, or U.S. Special Operations Command."

#### **Related Activities to This Agreement**

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**Intellectual Property**

USSOCOM acknowledges and agrees that NDIA owns all right, title and interest in and to NDIA's property, including but not limited to NDIA's trademarks, logos, trade names, and certain copyrighted materials (collectively, the "NDIA Property"), for which a limited license is granted to USSOCOM for the sole purpose of performing this Agreement. USSOCOM acknowledges and agrees that all uses of the NDIA Property will be subject to the prior written approval of NDIA.

**Change / Modification**

This Agreement constitutes the entire agreement between USSOCOM and NDIA concerning the 2015 SOFIC conference and supersedes any prior understanding, written or oral, relative to this matter.

Any modification or change in any aspect of this Agreement must be accomplished in writing by USSOCOM and NDIA before any such modification will be considered agreed and effective. The signatories of this Agreement, or their successors, may execute a modification that is within the purpose and scope of this Agreement.

(b)(6)

National Defense Industrial Association  
Date: 12-05-2014

(b)(3) (10 U.S.C. § 130b). (b)(6)

United States Special Operations Command  
Date: 12 Nov 14