

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SECURITY AGENCY/CENTRAL SECURITY SERVICE
AND
THE NATIONAL CRYPTOLOGIC MUSEUM FOUNDATION
TO SUPPORT
THE NATIONAL CRYPTOLOGIC MUSEUM

SECTION I - PURPOSE

1. The purpose of this Memorandum of Understanding (MOU) is to strengthen the relationship between the National Security Agency/Central Security Service (NSA/CSS) and the National Cryptologic Museum Foundation (NCMF), as well as to clarify the responsibilities, expectations, and obligations assumed by both parties in their support of the National Cryptologic Museum (Museum). The MOU is entered into by the National Security Agency/Central Security Service and the NCMF, a non-profit organization incorporated and operated solely in support of the Museum and its objectives in accordance with the IRS Code 501(c)(3). This MOU reaffirms the longstanding commitment of both NSA/CSS and the NCMF to work in partnership toward achieving a highly successful Museum.

SECTION II - MISSION

2. The Museum is a unique asset and an invaluable resource serving the people of the United States, the United States Government, and the NSA/CSS by preserving the Nation's cryptologic heritage through research, exhibition, interpretation, and preservation of cryptologic artifacts and documents. In particular, by emphasizing the critical role that cryptology has played throughout time in preserving freedom and liberty, the Museum commemorates the capabilities and contributions both of individuals and organizations that have created the cryptologic capability to date. This commemoration includes information on the work of American and foreign individuals and organizations. The Museum also educates visitors regarding the techniques employed by cryptologic entities, developments over time, and their value to the Nation. Many of these developments, especially in computer hardware and software and in securing government and private communications, have been of inestimable benefit. Finally, the Museum

stimulates the imagination of all who visit and participate in Museum programs and, by demonstrating the value of entering cryptologic careers, encourages students to study mathematics and other scientific subjects.

SECTION III - RESPONSIBILITIES

3. General

- a. NSA/CSS and the NCMF are fully committed to the success of the Museum and will work together as partners to support the mission of the Museum. While specific responsibilities are listed below, both parties recognize that circumstances change and this MOU is, by necessity, a living document subject to review and alteration as changing circumstances demand.
- b. Both parties also recognize that certain responsibilities are inherently governmental in nature, and these will remain solely within the purview of the NSA/CSS. Those responsibilities include but are not limited to:
 - i. Compliance with policies, regulations, and laws pertaining to environmental, security, facilities, and logistics matters;
 - ii. Operation, funding, and maintenance of the Museum; and
 - iii. Ownership of all contents and artifacts.

4. NSA/CSS shall:

- a. Operate, fund, and maintain the Museum;
- b. Support the operation of the gift shop;
- c. Facilitate scholarly research by posturing the Museum and its library accordingly;
- d. Maintain the Museum as a gateway to the NSA/CSS Center for Cryptologic History, related activities of the National Cryptologic School (NCS), the cryptologic archives, and declassification efforts, as appropriate;
- e. Provide the NCMF, where legally permissible, access to Agency employees to share information about the mission of the NCMF; and
- f. Provide office space within the Museum for use by the NCMF, to the extent such space is available.

5. NCMF shall:

- a. Promote, plan for, and fund-raise for the construction of a new museum facility;

- b. Support the Museum financially, as NCMF funding permits, including the possible expansion and enhancement of the current physical facilities and displays;
- c. Acquire artifacts and material, support independent acquisitions, design displays, and present information in cooperation with the Museum, as NCMF funding permits;
- d. Provide counsel, expertise, and volunteer support to the Museum;
- e. Work with the Museum and NSA/CSS staff to provide resources and services not otherwise available to the Museum;
- f. Partner with the Museum and other NSA/CSS offices to present joint special events, as appropriate;
- g. Independently sponsor special events related to cryptology in NSA/CSS spaces, as appropriate;
- h. Partner with the Museum and other NSA/CSS offices to promote and advertise the Museum;
- i. Maintain contact with other museums, museum foundations, and similar organizations; and
- j. Support the NSA/CSS Center for Cryptologic History and related activities of the NCS.

SECTION IV - ADMINISTRATIVE MATTERS

6. Funding and Manpower. Nothing in this MOU authorizes the transfer or exchange of funds or manpower between the parties.

7. Availability of Funds. The obligations of the NSA/CSS under this agreement are subject to availability of appropriated funds. Nothing in this MOU will be interpreted so as to result in a violation of the Anti-Deficiency Act, 31 U.S.C. 1341 and 1517. No appropriated funds are obligated by this agreement.

SECTION V - POINTS OF CONTACT

8. The NSA/CSS point of contact (POC) for this MOU is Ms. Judith Emmel, Associate Director for Strategic Communication, National Security Agency, 301-688-6867.

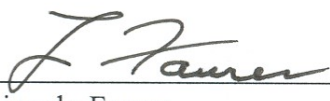
9. The NCMF point of contacts are Lt Gen Lincoln Faurer, USAF (Ret), Chairman of the Board of Directors, NCMF, 703-356-0178, Mr. Eugene Becker, President, NCMF, 301-688-5436, and Mr. Michael Jacobs, 240-381-0647.

SECTION VI - REVIEW AND TERMINATION

10. This Memorandum of Understanding is effective immediately upon execution by both parties, effective date as of the date of the last signature. It shall remain in effect until modified or rescinded by written mutual consent or terminated unilaterally upon written notice by either party to the other via certified mail. This agreement shall be reviewed annually, or more often at the written request of either signatory or his successor.



John C. Inglis
Deputy Director
National Security Agency



Lincoln Faurer
Lieutenant General, USAF (Ret)
National Cryptologic Museum
Foundation

26 FEBRUARY 2010

Date

3/18/10

Date