

~~SECRET//NOFORN~~

~~(U//FOUO)~~ MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE FEDERAL BUREAU OF INVESTIGATION, DENVER FIELD OFFICE, AND
 THE AEROSPACE DATA FACILITY-COLORADO, BUCKLEY AIR FORCE BASE

(U) I. PURPOSE AND BACKGROUND

- A. ~~(U//FOUO)~~ **Purpose:** To establish a Memorandum of Understanding (MOU) in order to formalize a relationship and procedures that are mutually beneficial to the Federal Bureau of Investigations (FBI), Denver Field Office, and the Aerospace Data Facility-Colorado (ADF-C) regarding the conduct and coordination of appropriate CI activities, investigations, and operations for the protection of critical systems and technologies, Critical National Assets (CNA) and Defense Critical Assets (DCA). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. Nothing in this MOU shall be interpreted to contradict any valid statute, regulation, National Security Directive, Presidential Decision Directive, Executive Order (EO) or any other pre-existing MOU.

~~(U//FOUO)~~ The FBI Denver/ADF-C Detailee program is designed to support FBI National Security Investigations by co-locating an FBI Special Agent at the ADF-C facility, located on Buckley Air Force Base, Aurora, Colorado, in an overt presence for the purpose of:

1. ~~(U//FOUO)~~ Serving as the primary liaison to ADF-C Office of Security and Counterintelligence (CI) and any other CI personnel located at Buckley AFB that support the ADF-C mission;
2. ~~(U//FOUO)~~ Providing timely referrals to FBI Denver CI Branch and directly assisting FBI Denver case agents with foreign counterintelligence investigations and operations; and,
3. ~~(U//FOUO)~~ Acting as a deterring force and increasing awareness of the general ADF-C workforce and cleared contractors to the counterintelligence threats to sensitive and protected technologies CNAs and DCAs.

~~(U//FOUO)~~ **Background:** The FBI's top priority is protecting America from national security threats. The FBI's CI program is a critical component of the FBI's overall strategy towards this goal. Accordingly, FBI Denver plays an integral part in executing CI investigations in order protect the national security of the United States from intelligence threats originating from foreign powers, organizations, or persons. The success of FBI Denver's CI program lies in the collaborative efforts of federal agencies such as the National Reconnaissance Office, National Geospatial-Intelligence Agency and the National Security Agency which are all critical to mission success at the ADF-C. Together, these agencies can leverage the

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resources of their organizations in the facilitation and coordination of FBI CI operations and investigations in order to protect critical assets located at the ADF-C. In order to meet these common goals, this MOU shall serve to establish the parameters for the placement of an FBI Special Agent (SA) at the ADF-C.

(U) II. FBI DENVER PROGRAM AUTHORITIES

(U//~~FOUO~~) Executive Order (EO) 12333, December 4, 1981, United States Intelligence Activities (as amended by Executive Orders 13284 (2003), 13355 (2004) and 13470 (2008)) governs the conduct of intelligence activities by agencies within the Intelligence Community, and is intended to ensure the protection of constitutional and other individual rights. EO 12333, Part 1.14, establishes the FBI as the agency responsible for conducting CI activities within the United States, and for coordinating the foreign CI activities of the Intelligence Community members within the United States. Furthermore, pursuant to Presidential Decision Directive 75 (Counterintelligence Effectiveness -Counterintelligence for the 21st Century), the National Counterintelligence Strategy of the United States of America, and as requested by the Office of the National CI Executive (ONCIX), the FBI has the lead in coordinating efforts throughout the US Government to identify those technologies which are of such sensitivity or importance to warrant designation as a CNA.

(U//~~FOUO~~) Unless specifically addressed to the contrary all FBI Special Agents are expected to fully comply with the "Attorney General Guidelines for Domestic Operations" (AGG-DOM), as well as adhere to the FBI's "Domestic Investigations and Operations Guide" (DIOG), and any supplemental policy issued by FBIHQ.

(U//~~FOUO~~) III. PROGRAM GOALS AND OBJECTIVES

(U//~~FOUO~~) **Detailee Program Goal:** The goal of the FBI/ADF-C Detailee Program is to establish and sustain an overt FBI investigative presence at the ADF-C in order to assist with the detection, identification, and neutralization of foreign intelligence threats to the ADF-C.

(U//~~FOUO~~) **Detailee Program Objectives:** The objectives of the FBI/ADF-C Detailee Program are:

- 1. ~~(S//NF)~~ **Identify opportunities to conduct targeted, high impact operations against**

[Redacted] The FBI/ADF-C Detailee is expected to use effective and proven methods to identify or [Redacted] especially those activities with a known or suspected [Redacted]
[Redacted]

(b)(1)
(b)(3) 50 USC ± 3024(i)

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- 2. ~~(U//FOUO)~~ **Engage in Strategic Partnerships.** The FBI/ADF-C Detailee is encouraged to establish relationships and engage in regional and local U.S. Intelligence Community and U.S. Government CI activities in order to leverage all available resources, address issues, find efficiencies, and identify new channels of information.
- 3. ~~(U//FOUO)~~ **Collaborate with FBI Denver's Strategic Partnership Coordinator (SPC).** Among other duties, the SPC is the focal point for liaison with private industry and non-profit entities which could assist the FBI/ADF-C Detailee in identifying foreign intelligence activities, targeted technologies, methods, and capabilities. The FBI/ADF-C Detailee will augment and work directly with the SPC to establish a routine and free flowing two-way dialogue and sharing of information between the FBI and non-government partners. The ADF-C/ FBI Denver Detailee will also work closely with the SPC to identify threats and vulnerabilities to cleared contractors that feed directly into and support the ADF-C mission.

(b)(1)

(b)(3)

(b)(3) 50 USC ± 3024⁴(i)

~~(S//NF)~~ [Redacted]

The FBI/ADF-C Detailee will work closely with the ADF-C Office of Security and Counterintelligence and the facility workforce to develop and sustain the operating environment, communications channels, and relationships essential to

(b)(1)

(b)(3) 50 USC ± 3024(j)

identify [Redacted]

- 5. ~~(S//NF)~~ **Detect, deter, and disrupt the Insider Threat.** Counterespionage investigations are managed by FBIHQ Section CD-4 which has no administrative role in the FBI/ADF-C Detailee Program. However, the FBI/ADF-C Detailee is expected to support local counterespionage investigations and activities, as assigned.

~~(U//FOUO)~~ **IV. ROLES AND RESPONSIBILITIES**

- 1. ~~(S//NF)~~ Directly support CI investigations and operations in furtherance of the FBI's National Security mission and program goals, in accordance with applicable laws and regulations, in order to:
 - A. Prevent the penetration of the USIC and U.S. Government agencies and contractors;
 - B. Prevent the proliferation of WMD, especially that which enhances our adversaries' weapons capabilities;
 - C. Prevent the loss or compromise of Critical National Assets and critical U.S. information and technology; and,

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D. Enhance the national threat picture by responding to National Intelligence Priorities Framework (NIPF) and other collection requirements.

2. ~~(C//NF)~~ Directly support the [redacted] in furtherance of the FBI's CI program, especially the ADF-C Program, in accordance with national laws, executive orders, directives, and other applicable documents.
3. ~~(U//FOUO)~~ Establish, maintain and promote a collaborative liaison relationship with ADF-C CI personnel that enable or further national security investigations.
4. ~~(U//FOUO)~~ Establish and sustain an approachable FBI presence that promotes the role and mission of the FBI in national security.
5. ~~(U//FOUO)~~ Conduct timely sharing of information with the ADF-C.
6. ~~(U//FOUO)~~ Coordinate with USIC and FBI partners to leverage resources and share information.
7. ~~(U//FOUO)~~ In coordination with the FBI Denver SPC, assist the ADF-C with a prolific CI outreach and awareness program that educates the ADF-C workforce and associated cleared contractors of the National Security threats and promotes the mission and collaborative objectives of the FBI CI program.

~~(U//FOUO)~~ V. PRIVACY

~~(U//FOUO)~~ The parties acknowledge that the information involved in the MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

~~(U//FOUO)~~ The parties further acknowledge that this MOU may be subject to guidelines that concern the protection of privacy, civil liberties, and other rights in the Information Sharing Environment (ISE). The parties agree to adhere to these guidelines to the extent they are applicable.

~~(U//FOUO)~~ Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

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(U//~~FOUO~~) Each Party agrees that it will provide appropriate training regarding the responsibilities under this MOU to individuals whose information sharing activities are covered by the provisions of this MOU.

(U//~~FOUO~~) **VI. IMPLEMENTATION AND TERMINATION**

(U//~~FOUO~~) This agreement shall become effective, and supersede any previous agreements, upon the signature of the respective agency representatives. This agreement shall be effective when executed by all of the parties; it shall supersede any previous agreements which reference this subject; and will continue in effect until terminated.

(U//~~FOUO~~) Revisions require the written agreement of both parties.

(U//~~FOUO~~) This MOU may be terminated by either agency upon sixty (60) days written notice to the other agency.

(U//~~FOUO~~) **VII. EFFECT OF THIS AGREEMENT**

(U//~~FOUO~~) This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

(U//~~FOUO~~) This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.

(U//~~FOUO~~) This agreement is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

(U//~~FOUO~~) **VIII. ADMINISTRATIVE**

(U//~~FOUO~~) ADF-C will allow placement of an FBI SA from FBI Denver within the confines of the ADF-C Office of Security and Counterintelligence. The FBI SA Detailee will be granted physical access to the ADF-C appropriate for their duties and pursuant to security policies regarding other US government agencies; role-based, need-to-know

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access to ADF-C information and information systems, including classified information appropriate for the clearances and accesses of the particular FBI SA; and, any other support deemed appropriate for the conduct of official business on behalf of the FBI. In this capacity, the FBI SA will help to protect the ADF-C's designated CNAs and DCAs through the coordinated development of CI investigations and sophisticated operations.

(U//~~FOUO~~) The FBI SA will also require [redacted]

[redacted]

[redacted] to the ADF-C for the fulfillment of the FBI mission.

[redacted]

[redacted] at the ADF-C, while the ADF-C will

provide technical and communications support to help establish and maintain the FBI's

system connectivity within the ADF-C.

(b)(3)
(b)(7)(e)
(b)(3) 50 USC § 3024(i)

(U//~~FOUO~~) The FBI will maintain the SA's time and attendance (T&A) record and the SA will continue to submit all T&A through the FBI's web based system. Any leave taken by the SA will be approved by the FBI manager and coordinated with the ADF-C Office of Security and Counterintelligence Senior Manager.

(U//~~FOUO~~) The FBI will retain the SA detailee as an employee on its payroll, paying him/her at the appropriate current GS salary, to include any within-grade increases or promotions during the assignment.

(U//~~FOUO~~) Any clearances necessary at the ADF-C for the SA detailee will be passed by the FBI Denver Division Security Officer to the ADF-C, as necessary.

(U//~~FOUO~~) The SA detailee's rating official will be the FBI manager. The FBI manager will prepare the SA detailee's annual performance evaluation on the FBI Performance Appraisal form with input from the ADF-C Office of Security and Counterintelligence Senior Manager.

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(U//~~FOUO~~) Responsibility for career development will remain with the FBI.
Appropriate FBI officials shall ensure that the SA detailee is given consideration for advancement opportunities and will not be disadvantaged by this detail assignment.

Thomas P. Ravenelle
Special Agent in Charge
FBI Denver Field Office

DANIEL D. WRIGHT III, Colonel, USAF
Commander

Date

Date

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