



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the last date signed below by and between the FLORIDA DEFENSE ALLIANCE (FDA), an organization within Enterprise Florida, Inc., the BOARD OF GOVERNORS OF THE STATE UNIVERSITY SYSTEM OF FLORIDA (FL SUS), a body corporate belonging to and part of the executive branch of state government, and NATIONAL SECURITY INNOVATION NETWORK (NSIN), an initiative of the United States Department of Defense from the Defense Innovative Unit, (collectively, the “Parties”).

RELEVANT AUTHORITIES

1. 10 U.S.C. § 2194, Educational Partnerships
2. 10 U.S.C. § 2195, DoD Cooperative Education Programs
3. 10 U.S.C. § 2358, Technical Talent and Expertise for DoD Mission
4. 10 U.S.C. § 2359, Support for National Security Innovation Education
5. 10 U.S.C. § 2364, Open Campus Program
6. § 288.980, Florida Statutes, Military base retention; legislative intent; grants program.
7. § 1001.70, Florida Statutes, Board of Governors of the State University System
8. § 1001.705, Florida Statutes, Responsibility for the State University System under s. 7, Art. IX of the State Constitution

RECITALS

WHEREAS, the State of Florida maintains a significant National Defense portfolio in size, employee base, uniformed members and families, assets, installations and potential for emerging missions, and

WHEREAS, the FL SUS has the state constitutional authority and duty to operate, regulate, control, and be fully responsible for the management of the whole publicly funded State University System of Florida, which includes mission alignment and strategic planning to further the universities’ national and international impact, and

WHEREAS, the FDA, an organization within Enterprise Florida, Inc., is designated by section 288.980 of the Florida Statutes, as the organization to ensure Florida, its resident military bases and missions, and its military host communities are preserved and protected, and serves as an overall advisory body to Enterprise Florida, Inc., Florida’s statutory-designated economic development agency, and

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WHEREAS, the partnership between the FDA, the FL SUS and the NSIN directly supports economic development in the State of Florida's Federal and Defense ecosystem and creates a state-wide leadership position for a national role in ensuring Federal readiness, and

WHEREAS, NSIN is a recommended framework of record to structure activities and investments for talent pipeline development, research and innovation efforts and a dual line of effort by the FDA and the FL SUS will access a best-in-class collaboration to support a most important national priority, and

WHEREAS, NSIN is a program office within the Office of the Under Secretary of Defense for Research and Engineering with a mission to create new communities of innovators to solve national security problems. NSIN develops programs and services that are designed to help other DoD entities from the Military Services, Joint Staff, Combatant Commands, and Defense Agencies and Field Activities solve problems with non-traditional partners, and

WHEREAS, NSIN is organized around three core lines of effort, each of which is managed by a Portfolio Director with the assistance of Program Managers. These Lines of Effort include:

1. Creating New Opportunities for National Security Service by building models of service that account for generational and cultural differences between the military, academic, and venture communities and providing flexible pathways to official service within the Department of Defense,
2. Solving National Security Problems by Collaborating with Partners from the Academic and Venture Communities by engaging new problem-solvers in collision events with DoD customers that generate novel concepts and solutions and building a national network of problem-solving ecosystems that leverage the competitive advantages of regions and commercial innovation hubs for DoD customers; and
3. Accelerating the Adoption of Novel Concepts and Solutions by facilitating engagement with DoD end users and transition partners to stimulate dual-use venture growth and improving Technology Transfer and Transition (T3) rates for DoD Lab technology through dual-use commercialization via early-stage ventures, and

WHEREAS, A critical component of this mission is permanent, ongoing relationships with universities and colleges that are: a) located in emerging or extant innovation ecosystems throughout the United States; b) possessed of the strong, institutional desire for deeper partnership with the national security enterprise ; c) are co-located with major concentrations of DoD core constituencies (e.g., agencies, military bases, ROTC programs, National Guard and Reserve duty locations ; etc.); and/or d) are engaged in substantive research and possesses the extant infrastructure to expand current research to include dual-use military technologies and concepts (i.e., Tier 1 Research facilities), and

WHEREAS, shared understanding and effort between the Parties will accelerate defense industry objectives and support the state economy while ensuring future talent contributes to future missions and objectives in support of national defense and federal agencies, and

WHEREAS, in order to facilitate this collaboration, the Parties desire to enter into this non-binding and voluntary MOU;

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NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM

The term of this MOU shall commence as of the date last signed below and continue until June 30, 2025. The term of this MOU may be extended by written mutual agreement of the Parties.

2. SCOPE

During the term of this MOU each Party shall be responsible for the following:

NSIN will:

- 1) Collaborate with FL SUS to identify and/or create new, bespoke project opportunities to be executed by the parties, provided such opportunities are consistent with the purpose and scope of this memorandum;
 - a. Ensure that no programs, activities, events, or projects between the parties violate any provisions of the International Traffic in Arms Regulations (ITAR), and
 - b. Identify any and all projects that may include restrictive requirements on citizenship.
- 2) Source and/or provide access to DoD end users and problems to support all work between the parties outlined throughout this memorandum and as provided for in any appropriate written agreements entered at a later date.
- 3) Provide tools, training, and access to DoD assets that enable students, faculty, and entrepreneurs to develop and potentially commercialize high potential products in the national interest.
- 4) Provide communications guidance related to the usage of the NSIN logo, references to the Parties' collaboration with the U.S Department of Defense through this MOU, and for all programs, activities, events and collaboration initiated between the Parties.

FL SUS will:

- 1) Identify a single point of contact who will coordinate with the Parties in order to ensure that programs conducted among and between the Parties are maximally promoted to all FL SUS institutions to achieve the objectives and scope of this MOU.
- 2) Provide a contact who will provide communications guidance related to the usage of the FL SUS registered trademarks, logos, names, and other proprietary marks associated with the collaboration described in this MOU, and for all programs, activities, events, and collaboration between the Parties. The parties understand and agree that each participating individual state university will be responsible for providing communications guidance related to the usage of the university's registered trademarks, logos, names, and other proprietary marks associated with the collaboration described in this MOU.
- 3) Commit to delivering core NSIN programs (e.g., Hacking for Defense or Hacks).
- 4) Collaborate with NSIN to provide faculty-supervised curriculum for mission problem-solving over the course of an academic semester(s).
- 5) Promote NSIN programs to develop student solutions to real-world military problems that can be adopted by the DoD end users.
- 6) Identify and work with transition partners to convert student-developed minimum viable products into deployable solutions and/or companies.

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- 7) Promote further support to DoD and industrial competitiveness through efforts such as expansion of faculty and student security clearances.

FDA will:

- 1) Facilitate FL SUS and NSIN access to uniformed Service leaders, Installation and Unit Commanders to address DoD challenges.
- 2) Engage the National Security Innovation Network for a common architecture, permissions, and approval advocacy.
- 3) Engage Enterprise Florida, Inc., the Department of Economic Opportunity, the Florida Defense Contractors Association, and the Florida Chamber of Commerce to align talent pipeline initiatives.
- 4) Promote NSIN programs to uniformed Service leaders, Installation and Unit Commanders.
- 5) Promote awareness and support of the FL SUS and NSIN programs with the defense community network, local and state leaders.

3. FUNDS

This MOU is not a funding document and does not represent the obligation or transfer of funds. Generally, each Party shall be responsible for funding its own activities and personnel unless the Parties establish a cost sharing arrangement in writing.

4. PERSONNEL

Except where specifically noted in Sections 4 and 5, each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. All personnel affected by this MOU will maintain appropriate rating and performance evaluation chains consistent with the provisions under which they are hired.

Nothing in this MOU shall be deemed or implied to create a joint venture or partnership or any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation, or warranty for or on behalf of the other Party.

5. NO OBLIGATION

This MOU does not create any legal partnership, joint venture, or legal obligation for any participating Party and does not provide any Party or third-party beneficiary with any cause of action should a Party to this MOU fail to perform or underperform according to the terms contained herein. The Parties agree that this MOU is being entered into solely to memorialize the intention of the Parties to mutually cooperate through their shared objectives. No Party shall refer to or treat this MOU as a legal partnership or take any action inconsistent with such intention. Any Party may withdraw from the MOU at any time for any reason by written notice to the other Parties.

6. PUBLIC RECORDS

The Parties acknowledge that the FDA and SUS FL are subject to Florida's public records laws as provided by Chapter 119, Florida Statutes and Article I Section 24 of the Florida Constitution and understand that any record shared between the Parties may be subject to public disclosure absent a statutorily authorized exemption.

7. GENERAL PROVISIONS

Either Party may terminate its participation in the MOU by written notification to the other with not less

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than 180 days notification required. The MOU may also be terminated upon the mutual written consent of the Parties or upon natural expiration.

- a. **POINTS OF CONTACT.** The STATE UNIVERSITY SYSTEM OF FLORIDA signatory will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact (POC) upon reasonable notice to the other Party. At this writing, the designated POCs are:

For State University System of Florida:
Marshall M. Criser III, Chancellor
State University System of Florida
Marshall.Criser@flbog.edu
Phone: 850-245-0466

For National Security Innovation Network:
Dr. Tommy Sowers, Southeast Regional Director
tsowers@nsin.us
Phone: 919-590-9069

For Florida Defense Alliance
Beth Medina, Vice President, Military and Defense & FDA Executive Director
bmedina@enterprise-florida.com
Phone: 407-234-7785

Either Party may designate a new POC at any time by informing the other Parties in writing.

- b. **CORRESPONDENCE.** All correspondence to be sent and notices to be given pursuant to this MOU will be addressed according to the name identified below or as may from time to time otherwise be directed by the Parties.
- c. **REVIEW OF AGREEMENT.** This MOU shall be reviewed bi-annually on or around the anniversary of its effective date to determine its continued applicability.
- d. **NON-BINDING AGREEMENT.** This MOU does not restrict any Party from collaborating with any other third parties in the areas specified in this MOU. This MOU is a non-binding expression of the current intentions of the parties and does not create any legally binding rights or obligations upon any of the Parties, nor will any Party incur any expense hereunder until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.
- e. **MODIFICATION.** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- f. **DISPUTES.** Any disputes relating to this MOU will be resolved by the signatories below (or their designees), subject to applicable laws and/or policies of the respective parties.

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- g. **TRANSFERABILITY.** This MOU is not transferable, except with the written consent of the Parties.

- h. **ENTIRE AGREEMENT.** It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter.

IN WITNESS WHEREOF, the Parties hereby cause this MOU to be executed by their duly authorized representatives as of the last date indicated below.

FOR: STATE UNIVERSITY SYSTEM OF FLORIDA

Signature: _____

Name: Marshall M. Criser III

Title: _____

Date: _____

FOR: NATIONAL SECURITY INNOVATION NETWORK

Signature: _____

Name: Dr. Tommy Sowers

Title: _____

Date: _____

FOR: FLORIDA DEFENSE ALLIANCE

Signature: _____

Name: Elizabeth Medina

Title: Executive Director

Date: _____