DEPARTMENT OF THE ARMY
WASHINGTON, D.C. 20310

HQDA Ltr 15-03-1

SAIS-NSC **18 September 2003**

Expires 18 September 2005

SUBJECT: The National Science Center

SEE DISTRIBUTION

1. **Purpose.** The Commanding General (CG), U.S. Army Signal Center and Fort Gordon (USASC&FG) will exercise Department of the Army responsibility for the National Science Center (NSC) as specified in Public Law 99-145 (as amended by Public Law 104-106). This letter reaffirms the NSC Executive Steering Committee (ESC) as a continuing committee, and redefines the Secretary of the Army's NSC Advisory Board (SANSCAB) and empowers the SANSCAB to oversee the combined operations of the U.S. Army and NSC, Inc. and provide direction to the NSC management.

2. **Proponent and exception authority.** The proponent of this memorandum is the Chief Information Officer (CIO/G-6). The CIO/G-6 has the authority to approve exceptions to this memorandum that are consistent with controlling law and regulation. The CIO/G-6 may delegate this authority in writing to a division chief within the proponent agency in the grade of colonel or civilian equivalent.

3. **Background.** The NSC is a joint effort of the U.S. Army and the National Science Center, Inc., (NSC, Inc.) to establish a focal point for enhancing the quality of science and mathematics education throughout the nation and improving general understanding of communications and electronics technology. The Secretary of the Army has directed that necessary actions be taken to ensure that the NSC is managed properly and that the provisions of the current Partnership Agreement between the U.S. Army and the NSC, Inc. are adhered to. A copy of the Partnership Agreement is at appendix A.

4. **Responsibilities.**

a. The Assistant Secretary of the Army (Financial Management and Comptroller) (ASA(FM&C)) will provide, within available resources, the funding resources for the Army's responsibilities in support of the NSC. In accordance with the Partnership Agreement at appendix A and Public Law 99-145 (as amended by Public Law 104-106), Army appropriations are available for the purpose of managing, operating, or maintaining areas within The National Science Center discovery center physical plant. The plant is now called Fort Discovery and is designated for use in support of educational outreach programs authorized under Title 10, United States Code, Chapter 111.

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b. The Deputy Chief of Staff, G-1 will provide, within available resources, the manpower resources for the Army's responsibilities in support of the NSC.

c. The CIO/G-6, as lead agent for the Secretary of the Army, will-

(1) Serve as Chairperson for the ESC.

(2) Coordinate the NSC requirements within the HQDA Staff and Secretariat.

(3) Coordinate agenda and activities and serve as a member of the SANSCAB.

d. The CG, USASC&FG will-

(1) Maintain a DA field operating activity (NSC-Army) within USASC&FG to perform national outreach from Fort Discovery.

(2) Ensure that Army funds and personnel located at the NSC facility will only support educational outreach programs authorized under Chapter 111 of Title 10, United States Code.

(3) Account for funds that are collected from the public or other Federal departments and agencies for use of those areas of the NSC facility that are designated for use by the Army.

(4) Advise the Secretary of the Army on the use of Fort Discovery and any Fort Gordon facilities by NSC, Inc. for functions and activities associated with the NSC and the Army's educational outreach programs.

(5) Perform necessary contracting and related services in direct support of educational outreach programs authorized under Title 10, United States Code, Chapter 111. The NSC will use the services of the Army Contracting Agency (ACA), North Region, Regional Contracting Center in contracting for mission support if the Fort Gordon Director of Contracting (DOC) office cannot provide the necessary support, or if the requirement is to be contracted for by ACA in the first place.

(6) Directly supervise the Army Personnel assigned to the NSC.

(7) Serve as a member of the SANSCAB.

e. The ESC will-

(1) Meet annually or as otherwise directed by the Secretary of the Army, to review the operation of the NSC, including the fundraising efforts undertaken by NSC, Inc, and to assess the effectiveness of the Partnership Agreement.

(2) Have tasking authority within the Department of the Army to accomplish actions necessary to ensure the success of the project.

f. The SANSCAB will-

(1) Meet annually, or as otherwise directed by the Secretary of the Army, to assist the NSC in providing state-of-the-art technology exhibits at Fort Discovery and education outreach programs across the country.

(2) Elect a Chair and Vice Chair. The Vice Chair will serve as such for a one-year term and then automatically serve as chair the next year.

(3) Report its actions and recommendations to the Secretary of the Army through the ESC.

(4) Appoint a director charged to develop a combined business plan, unify the team effort, lead and oversee collective efforts of the NSC day-to-day operations reporting directly to one governing body, the SANSCAB.

(5) Approve the director's recommendations.

(6) Create subcommittees as needed.

5. The Executive Steering Committee.

a. Composition of the Executive Steering Committee (ESC) is as follows:

(1) Chief Information Officer/G-6.

(2) Assistant Secretary of the Army for Acquisition, Logistics, and Technology.

(3) Assistant Secretary of the Army for Manpower and Reserve Affairs.

(4) Assistant Deputy Assistant Secretary for Budget of the Army for Financial Management and Comptroller.

(5) Commander, U.S. Army Signal Center and Fort Gordon.

(6) Director, Army National Guard.

(7) Chief, Army Reserve.

(8) Commanding General, U.S. Army Recruiting Command.

b. Conduct of the ESC is as follows:

(1) The chairperson will call meetings, as necessary, to discharge committee responsibilities.

(2) The chairperson may designate another ESC member to preside over meetings in his or her absence. A subordinate (General Officer or a member of the Senior Executive Service) may be designated by an ESC member to attend meetings in his or her absence.

(3) The chairperson may designate other members to act in an advisory capacity on a continuing basis or for a particular meeting.

(4) The Chairperson will provide periodic reports to the Secretary of the Army, as deemed necessary, on the status of committee actions and vital issues concerning the establishment and operation of the NSC.

(5) All CG, USASC&FG, and committee actions will be consistent with the Partnership Agreement and any related MOUs. Recommended revisions to the Partnership Agreement will be submitted to the Secretary of the Army. A copy of the current Partnership Agreement is in appendix A.

(6) The ESC will maintain close coordination with the NSC, Inc.'s Board Chairperson and President and the SANSCAB Chairperson.

c. Administrative Support for the ESC is as follows:

(1) The ESC member's parent organization will furnish funds for travel, per diem, and overtime, if required.

(2) The Office of the NSC-Army will provide support to record the minutes of ESC meetings.

(3) The Office of the NSC-Army has primary staff responsibility for coordinating NSC requirements with the HQDA staff proponent (CIO/G-6) and within USASC&FG. The NSC-Army Liaison Office will serve as that action office for the ESC and will provide copies of the official minutes of all ESC meetings, reports, correspondence, and taskings to all ESC members.

6. Secretary of the Army's National Science Center Advisory Board.

a. Composition of the Secretary of the Army's National Science Center Advisory Board (SANSCAB) is as follows:

(1) Not more than fifteen members from outside the Department of Defense (DOD) who are appointed by the Secretary of the Army.

(2) Four permanent members - the Chairman of the NSC Executive Steering Committee (ESC), the Commander of the Army Recruiting Command, the Commander of the Army Signal Center and Fort Gordon, and the Chairman of the Board of NSC, Inc.

b. Conduct of the SANSCAB is as follows:

(1) The chairperson will call meetings, as necessary, to discharge member responsibilities.

(2) The chairperson, when absent, may designate another SANSCAB member to preside over meetings. A subordinate may be designated by a SANSCAB member to attend meetings in his or her absence.

(3) The chairperson may designate other members to act in an advisory capacity on a continuing basis or for a particular meeting.

(4) The chairperson will provide an annual report, through the ESC, to the Secretary of the Army on actions and recommendations provided to make the NSC technology exhibits state-of-the-art and to make education outreach programs across the country technology rich.

(5) All SANSCAB actions will be consistent with the Partnership Agreement. A copy of the current Partnership Agreement is in appendix A.

(6) The SANSCAB will maintain close coordination with the ESC and NSC, Inc.'s Board Chairman and President.

(7) SANSCAB participants will prepare and submit financial disclosure forms to the ethics counselor at the U.S. Army Signal Center and Fort Gordon as required by the Joint Ethics Regulation.

c. Administrative support for the SANSCAB is as follows:

(1) The SANSCAB member's parent company or organization will furnish funds for travel, per diem, and overtime, if required.

(2) The Office of the NSC-Army will provide support to record the minutes of the SANSCAB meetings.

(3) The Office of the NSC-Army has primary staff responsibility for coordinating NSC requirements with the HQDA staff proponent (CIO/G-6) and within USASC&FG. The NSC-Army Liaison Office will serve as the action office for the SANSCAB and will provide copies of the official minutes of all SANSCAB meetings, reports, correspondence, and taskings to all SANSCAB members.

Appendix A

Partnership Agreement

The following information (figure A-1) contains the Partnership Agreement between NSC, Inc. and the Department of the Army.

Education Partnership Agreement
between the
Department of the Army
and the
National Science Center, Inc.

This Education Partnership Agreement ("partnership agreement") is entered into by and between National Science Center, Inc., a non-profit corporation hereinafter referred to as "NSC, Inc.", and the United States of America, as represented by the Department of the Army, hereinafter referred to as "Army." The partnership shall operate under the name of The National Science Center ("NSC").

Whereas, Senate Concurrent Resolution 130, Ninety-seventh Congress (December 13, 1982); section 1459 of the Department of Defense Authorization Act, 1986 (Pub. L. No. 99-145, 99 Stat. 763), as amended made certain findings and recognized the relationship-between the Army and NSC, Inc.; and,

Whereas, the Army and NSC, Inc., have been operating incident to a Memorandum of Understanding (MOU) executed by the parties on November 19, 1999; and,

Whereas, the Army and NSC, Inc. have concluded for various reasons that the foregoing MOU should be rescinded and replaced by this Partnership Agreement.

Now, Therefore, the Parties hereto agree as follows:

1.0 PURPOSE

1.1 The purpose of this Agreement is to advance the following **NSC Vision**:

The National Science Center is an innovative public and private partnership between NSC, Inc. and the U.S. Army, that is leading the way in inspiring excitement for science, math, and technology learning among all American youth by providing stimulating, hands-on, interactive learning experiences and resources for students, families and educators, while capitalizing on emerging opportunities through collaborations with government, non-profits, and industry.

1.2 This agreement creates the NSC Partnership Executive Committee (PEC). The PEC is constituted as described below. The purpose of the PEC is to provide overall direction and oversight for the National Science Center. The PEC is the central clearinghouse and interface between the NSC and all other entities, subject to the internal personnel functions of the parties and any other limitations imposed by law or regulation. The PEC implements this partnership agreement and furthers the goals and objectives of the NSC as described herein and in such other agreements that the parties may execute. The PEC assigns strategies and missions for the NSC based on the direction of Congress, the

Figure A–1A. Partnership Agreement

Secretary of the Army, the Board of NSC, Inc or other appropriate sources, or as a result of its own initiatives. The PEC approves major plans and initiatives developed by the NSC. The PEC resolves any major disputes between the partners. The PEC reviews NSC records and reports. The PEC transmits guidance and information from and to the Secretary of the Army Advisory Board and any other similar body. PEC control docs not extend to the supervision and direction of individual employees of the partners. NSC, Inc. and Army may develop one or more memoranda of understanding to facilitate NSC operations undertaken consistent with the direction of the PEC.

1.3 The PEC may take action and forward recommendations to the Army's Executive Agent and the NSC, Inc., Board of Directors with a majority vote of its members in person or through electronic communication. Meetings of the PEC will be scheduled with reasonable notice to all members. Notwithstanding any vote of the PEC members, the Army and NSC, Inc., shall both have the authority to disapprove any action or recommendation of the PEC that is contrary to law or not in the best interest of either party.

1.4 The PEC will be composed of representatives of the Army, NSC, Inc., and other interested parties and will be appointed by the appropriate authorities of their respective partners. All members will have voting rights. Membership of the PEC shall be comprised of members from the Army and from NSC, Inc., drawn from the Army Executive Steering Committee; the Army's NSC Advisory Board; and the NSC, Inc. Board of Directors Executive Committee. Membership of the PEC will be:

(a) 3 members from the U.S. Army Executive Steering Committee
(b) 2 members from the Secretary of the Army's NSC Advisory Board
(c) 3 members from the NSC, Inc. Board of Directors Executive Committee
(d) 1 Chair, who will be the Chair of the NSC, Inc. Board of Directors
(e) 2 at large members who may be appointed by the Chair

1.5 The PEC shall issue an annual report on the state of progress of the NSC, with specific performance measurement of the partnering entities to this and all other related agreements. This report will be presented to the NSC, Inc. Board of Directors and the Secretary of the Army for their review.

2.0 REQUIREMENTS

2.1 Responsibilities of the Army.

2.1.1 The Army will designate an Executive Agent for the Army on NSC matters and specific performance under this or selected other agreements between the Army and NSC, Inc.. The Executive Agent will serve on the NSC PEC.

2.1.2 The Army may, subject to law and regulation, loan, lease or transfer to NSC, Inc. property determined by the Executive Agent to be authorized, appropriate, and available to support the overall mission of the National Science Center.

Figure A–1B. Partnership Agreement, page 2

2.1.3 The Army may make personnel available to NSC for consultation and technical assistance in support of NSC programs and services and to assist in identifying new Army markets and potential strategic partnerships for the NSC. U.S. Government personnel will remain under the direction and control of federal employees.

2.1.4 The Army may enter into separate specific written agreements with NSC, Inc. that are approved by the PEC and signed by authorized representatives of both parties to this agreement in order to accomplish any or all of the following:

(a) The Army may provide NSC, Inc., with resources to meet NSC objectives as permitted under Chapter 111, Title 10, United States Code (10 USC §§ 2191, et seq.).

(b) The Secretary of the Army may accept conditional and unconditional gifts made for the benefit of, or in connection with, the NSC.

(c) The Army may charge the public or other governmental departments and agencies for use of NSC facilities and other resources. Any monies so collected and any funds raised (in whole or in part) by Army officials for the benefit of the NSC shall be deposited to the special fund for the maintenance and operation of the NSC.

2.2 Responsibilities of NSC, Inc.

2.2.1 NSC, Inc. in cooperation with the PEC will appoint an Executive Director as its authorized representative for NSC matters and specific performance under this or any additional partnership agreements.

2.2.2 NSC, Inc. will manage and operate Ft. Discovery and other facilities designated by the PEC.

2.2.3 NSC, Inc. may enter into separate specific written agreements with the Army that are approved by the PEC and signed by authorized representatives of both parties to this agreement as described in and consistent with provision 2.1.4, above.

(a) NSC, Inc. may request from the Army resources to meet NSC objectives. NSC, Inc. acknowledges that any resources so provided remain subject to any and all limitations imposed by law and regulation on government funds and property.

(b) NSC, Inc. may receive resources from the Army to administer specific NSC programs, products and services (local, regional, and national) or to develop and deliver specific programs, products or services for such recipients as the Army may designate incident to the specific agreements into which the parties may enter or as otherwise permitted by law.

(c) NSC, Inc. may administer grants, contracts, partnerships, programs, products and services (local, regional, and national) developed on behalf of the NSC and consistent with the direction of the PEC.

(d) All gifts of real or personal property received by the NSC, Inc., on behalf of the Army will be subject to acceptance by the Secretary of the Army under applicable provisions of law.

(e) All monies collected by NSC, Inc., that are obtained through the use of any Army resources shall be deposited into the special fund maintained by the Secretary of the Army for the maintenance and operation of the NSC as mentioned at provision 2.1.4.

Figure A–1C. Partnership Agreement, page 3

2.2.4 All funds deposited into the special fund as cited in 2.1.4 and 2.2.3 will be made immediately available for the maintenance and operations of the NSC.

3.0 AUTHORITIES

3.1 Of the Army.
U.S. ARMY hereby warrants to NSC, Inc. that the performance of the activities specified by this Agreement is consistent with the Army's mission, and that the Official executing this Agreement has the requisite authority to do so under laws and regulations existing at the time of execution.

3.2 Of NSC, Inc.
NSC, Inc. hereby warrants to the Army that, as of the date hereof, it is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. In addition, NSC, Inc. warrants that it is a nonprofit educational institution, meeting the requirements of 26 U.S.C. 501(c)(3). NSC, Inc. is dedicated to improving science, mathematics, and engineering education, and that it has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

4.0 GENERAL PROVISIONS

4.1 Entire Agreement
This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding, written or oral agreements relative to said matter. The parties' MOU of November 19, 1999 is hereby rescinded.

4.2 Severability
The illegality or invalidity of any particular provision or any portion thereof of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

4.3 Duration
This Agreement will remain in effect for 60 months unless terminated by the participating organizations. At the conclusion of this term it may be extended by mutual written agreement of the Parties. Modifications can be made at any time by mutual agreement of the signatories or their successors.

4.4 Termination by Mutual Consent and Unilateral Termination
NSC, Inc. and the Army may elect to terminate this Agreement at any time by mutual consent. In such event the Parties shall specify the disposition of all activities accomplished or in progress, arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement, and property disposal laws and regulations. Either Party may unilaterally terminate this entire Agreement at any time by giving the other Party written notice not less than ninety (90) days prior to the desired termination date.

Figure A–1D. Partnership Agreement, page 4

4.5 Trademark
NSC, Inc. and the Army acknowledge that they have a joint interest in any and all trademarks relating to the NSC including, without limitation, the "National Science Center," "NSC," and "Fort Discovery," and that they will cooperate in the execution of any documents necessary to reflect this interest. The use of all trademarks by NSC, Inc. or Army will be governed by the PEC, subject to the terms of this agreement.

4.6 Audit and Inspection
The Army and NSC, Inc. acknowledge that the Secretary of the Army is obliged to require an audit of records of the special fund mentioned at provisions 2.1.4 and 2.2.3 at least once every two years, and that additional audits and inspections of NSC records and activities may be required at such times as the Army, in its discretion, may direct. The Army and NSC, Inc., acknowledge that they are required to cooperate in all such audits and inspections.

5.0 EFFECTIVE DATE AND IMPLEMENTATION. This Partnership Agreement shall be effective on the date signed by the last party below. Not later than 180 days after the effective date, the parties will develop and implement written operating procedures for all NSC programs and activities. In the event such written operating procedures are no timely implemented, this agreement shall be considered void.

For National Science Center, Inc.:

Paul S. Simon
As its Chairman

Date: 5/22/02

For the Department of the Army:

Thomas E. White
Secretary of the Army

Date: 5/22/2002.

Figure A–1E. Partnership Agreement, page 5

Glossary

Section I
Abbreviations

ACA
Army Contracting Agency

ASA(ALT)
Assistant Secretary of the Army for Acquisition, Logistics and Technology

ASA(FM&C)
Assistant Secretary of the Army for Financial Management and Comptroller

ASA(M&RA)
Assistant Secretary of the Army for Manpower and Reserve Affairs

CIO/G-6
Chief Information Officer/G-6

CG
commanding general

DA
Department of the Army

DCS, G-1
Deputy Chief of Staff, G-1

DOC
Director of Contracting

DOD
Department of Defense

HQDA
Headquarters, Department of the Army

MOU
memorandum of understanding

NSC
National Science Center

NSC, Inc.
National Science Center, Inc.

SANSCAB
Secretary of the Army's National Science Center Advisory Board

SAIS-NSC
SUBJECT: The National Science Center

USASC&FG
U.S. Army Signal Center and Fort Gordon

Section II
Terms
This section contains no entries.

Section III
Special Abbreviations and Terms
This section contains no entries.

Distribution:

HQDA, ASA(ALT)
HQDA, (FM&C)
HQDA, ASA(M&RA)
HQDA, OGC
HQDA, CIO, G-6
HQDA, SALL
CHIEF OF PUBLIC AFFAIRS
HQDA, CNGB
HQDA, CAR

CF:
COMMANDER
(CONT)
CF (CONT):
U.S. ARMY TRAINING AND DOCTRINE COMMAND
U.S. ARMY CADET COMMAND
U.S. ARMY RECRUITING COMMAND
U.S. ARMY SIGNAL CENTER AND FORT GORDON
U.S. ARMY COMMUNICATIONS-ELECTRONICS COMMAND

By order of the Secretary of the Army:

PETER J. SCHOOMAKER
General, United States Army
Chief of Staff

Official:

JOEL B. HUDSON
Administrative Assistant to the
Secretary of the Army