

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MISSOURI NATIONAL GUARD  
AND  
THE OFFICE OF ADMINISTRATION, INFORMATION TECHNOLOGY SERVICES DIVISION  
REGARDING CYBER SECURITY**

**I. PURPOSE**

The purpose of this Memorandum is to establish policies and procedures under which the Missouri National Guard (MONG) may provide assistance to the Office of Administration, Information Technology Services Division (OA ITSD) in regards to cyber security in MO.

It is understood between the parties of this agreement that OA ITSD requests for support of MONG may include multi-agency, federal, state, and local cooperative law-enforcement efforts.

**II. AUTHORITIES**

- A. Title 42 U.S.C Section 5121, The Robert T. Stafford Disaster Relief and Emergency Assistance Act
- B. Title 31 U.S.C. Section 1535, The Economy Act
- C. Title 32 U.S.C. Section 502, Required Drills and Field Exercises
- D. National Guard Regulation 500-1, National Guard Domestic Operations/Air National Guard Instruction 10-8101, dated 13 June 2008
- E. MOSEMA Operations Plan, Emergency Support Function Annex #2 – Communication
- F. MOSEMA Operations Plan, Emergency Support Function Annex #13 – Public Safety and Security

**III. PARTY REPRESENTATIVES AND RESPONSIBILITIES**

- A. Each party has designated an Executive Agent for the execution of this MOA. The Executive Agents are:
  - 1. For Information Technology Services Division (OA ITSD)  
Douglas E. Nelson  
Commissioner, Office of Administration
  - 2. For the Missouri National Guard (MONG):  
Stephen L. Danner  
The Adjutant General of Missouri National Guard

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B. Joint Responsibilities. OA-ITSD and MONG will:

1. Ensure that MONG personnel remain in a support role and are in the appropriate status.
2. Share information regarding cyber security.

C. OA ITSD Responsibilities

1. Requests for computer network defense support. All requests will be submitted on a NGB Form 500, Request for Armed Forces Participation in Public Events, by a responsible official and forwarded to the Director of Military Support (DOMS), Office of the J-3. If the DOMS is unavailable, contact the Joint Operations Center (JOC). Telephonic and verbal requests will be accepted, however, these requests must be followed by a written correspondence from OA ITSD. All requests will specify the amount of personnel and length of required support.
2. OA ITSD will permit appropriate system access to MONG to support OA ITSD in incident response, education events, and training exercises.
3. OS ITSD will identify a point of contact (POC) to coordinate with MONG DOMS.
4. OA ITSD will invite MONG to any applicable training events.

D. MONG Responsibilities. The MONG may provide support to the OA ITSD as appropriate and available. The services or resources listed below may be committed by the MONG in support of OA ITSD cyber incident response support, MONG may provide incident response support which may include:

1. Preparation. Assist OA ITSD in the establishment of incident response process and technology.
2. Identification. Support OA ITSD by using identification capabilities at the network perimeter and host level.
3. Containment. Assist OA ITSD in stopping the proliferation and damage made by an intrusion and collect forensic images.
4. Eradication. Assist OA ITSD in complete and safe total removal of any malicious code and other artifacts left by the attacker on the system.
5. Recovery. Assist OA ITSD in putting the impacted systems back into production in a safe manner. MONG would then assist in monitoring the systems once they are back online to ensure normal operating functionality.
6. Follow up. Assist OA ITSD in documenting what happened and improving operations to prevent it from happening again. MONG will then assist OA

ITSD to implement appropriate protection and system hardening techniques.

7. MONG will invite OA to any applicable training events

#### **IV. HANDLING OF SENSITIVE DATA**

- A. MONG will immediately surrender all information received when performing computer monitoring and incident response operations when in support of OA ITSD. MONG personnel will not retain any information and/or documents or other potential evidence in their possession without expressed authorization from the OA ITSD executive sponsor or delegated authority.
- B. Information gathered by members of MONG will be treated as sensitive information and will be protected as required by law, and/or regulation.
- C. Information that would reveal the identities of individual members of MONG involved in cyber security operations will be subject to applicable protections from disclosure, including § 610.021(4), RSMo. Open records requests involving joint efforts pursuant to this agreement will be coordinated with MONG.
- D. Classified, protected, and proprietary information and material will be handled in strict accordance with applicable statutes, policies, regulations, directives, and instructions.
- E. Verification of secret clearances must be completed before information exchanged above the classification level of Sensitive but Unclassified (SBU).
- F. All personnel must be trained and comply with applicable intelligence oversight laws and regulations.

#### **V. Funding**

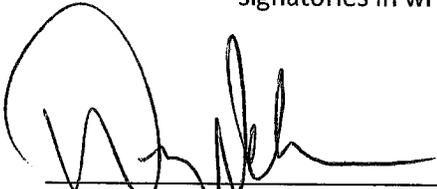
- A. MONG support to OA ITSD will be provided based on the appropriate State status pursuant to a valid request for support using NGB Form 500, Request for Armed Forces Participation in Public Events, and the Governor's order.
- B. All obligations herein are subject to the availability of funding.

#### **VI. THE PERIOD OF AGREEMENT, MODIFICATION, OR TERMINATION**

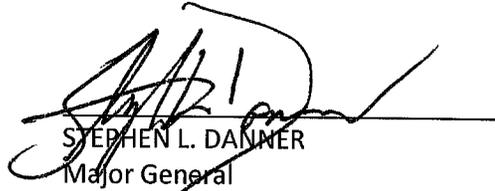
- A. Period of Agreement. This Memorandum of Agreement is in effect upon the signature of individuals representing both agencies and will remain in effect until rescinded, revised or suspended by either of the parties.

- B. Modification.

1. This MOA will be reviewed annually by the parties and must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.
  2. Modifications to this MOA shall have no force and effect unless and until such modifications are reduced to writing and signed by authorized representatives of the parties hereto.
- C. Termination. The parties hereto may terminate this MOA at will by notifying the signatories in writing. Termination will take effect within 30 days of the notice.



DOUG NELSON  
Commissioner  
Office of Administration  
Information Technology Services Division



STEPHEN L. DANNER  
Major General  
The Adjutant General  
Missouri National Guard