MEMORANDUM OF AGREEMENT BETWEEN

THE [FIRST PARTY (AND ACRONYM)]

AND

THE [SECOND PARTY (AND ACRONYM)]

FOR

[INSERT SUBJECT]

AGREEMENT NUMBER

This is a Memorandum of Agreement (MOA) between the [first party] and the [second party]. When referred to collectively, the [first party] and the [second party] are referred to as the “Parties”.

1. BACKGROUND: [If there is a need to discuss background, do so here. Normally, there is no need to discuss the background or provide justification for the MOA, particularly if between DoD Components. Occasionally, however, there is a desire to explain the need for the MOA; particularly where it is not self-evident from the Purpose or it is with a Federal agency.]

2. AUTHORITIES: [State the legal authority upon which the reimbursable MOA is based, such as the Economy Act, or any other legal or significant authority that authorizes any such actions associated with this MOA. If there is a need to discuss the authorities of the parties, do so here. This is only necessary where the authorities of the parties are not obvious, or where it is desirable to specify a specific authority that generated the need for the agreement, e.g., a Congressional direction. This paragraph is rarely needed between DoD Components. If the other party is a federal agency and insists on stating what it believes to be its own authority, preface that assertion with “The [party] asserts the following authority:” The DoD has no obligation to agree with such assertions of authority by other federal agencies.]

3. PURPOSE: [State the purpose of the MOA here. Always use this paragraph.]

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The [first party] will—

4.1.1. [insert as many responsibilities as necessary but ensure all the specific requirements of the party are listed]

4.1.2.

4.2. The [second party] will—

4.2.1. [insert as many responsibilities as necessary but ensure all the specific obligations

of the party are listed]

4.3. Both parties will—

4.3.1 [insert as many responsibilities as necessary but ensure that they apply to both parties]

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and

benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. [For shared supervision or management, explain the process to accomplish that.]

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the [first party]—

6.1.1.1 Position and phone number of Primary POC:

6.1.1.2. Position and phone number of Alternate POC:

6.1.2. For the [second party]—

6.1.2.1. Position and phone number of Primary POC:

6.1.2.2. Position and phone number of Alternate POC:

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the [first party], to—

6.2.1. [insert mailing address]

and, if to the [second party], to—

6.2.2. [insert mailing address]

or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days [for MOAs involving reimbursement; use any appropriate number of days for MOAs not involving reimbursement] written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA’s subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This Agreement expires on . [insert a date]

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the

previously signed agreement between the same parties with the subject \_\_\_\_\_\_\_, Agreement # \_\_\_\_\_\_\_\_\_\_\_\_and effective date of \_\_\_\_\_\_\_ . [Use only when needed to cancel a previous agreement]

[If the MOA provides for the reimbursement for supplies or services by one Party for the other

Party, include section 7]

7. FINANCIAL DETAILS [include in all reimbursable MOAs]

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The [first party] will bill the [second party] on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the [second party] within 30 days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS: The [second party] paying office will forward payments, along with a copy of billed invoices, to the [first party] within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS: See Attachment/Appendix for all other details and information on the reimbursable support identified in paragraph 4.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. [Add the following sentence if the supplier is a DoD Component] The Supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions. [Add the following sentence only if a separate, written Economy Act determination and finding (D&F) is required] Any required Economy Act D&F has been completed.

AGREED: [Approval Authority signatures will never be alone on a blank page]

For the [first party]— For the [second party]—

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Date)

ATTACHMENT/APPENDIX

To

[use same subject and agreement number(s) from the original MOA title section] Financial details for a reimbursable MOA

1. Reimbursable support: [list sub-paragraphs from section 4 that specify the reimbursable support]

2. Estimated amount of funds to be reimbursed: $\_\_\_\_\_\_\_\_\_\_\_,

Appropriation: \_\_\_\_\_\_\_\_\_\_\_\_ FY \_\_\_\_\_\_\_\_.

3. Business Partner Network (BPN) Number (if required) Supplier \_\_\_\_\_\_\_\_\_\_, Receiver \_\_\_\_\_\_\_\_\_\_.

4. Financial Points of Contact:

Supplier:

Receiver:

5. [Add any other financial information that is required by the FMR or any other reference, or is

desired to be included in the MOA but is not included in the format of the MOA elsewhere]