



DEPARTMENT OF THE NAVY
COMMANDER
NAVAL EDUCATION AND TRAINING COMMAND
250 DALLAS STREET
PENSACOLA, FLORIDA 32508-5220

NETCINST 4000.1C

N7

SEP 29 2015

NETC INSTRUCTION 4000.1C

From: Commander, Naval Education and Training Command

Subj: SUPPORT AGREEMENTS

Ref: (a) DoD Instruction 4000.19 of 25 April 2013
(b) OPNAVINST 4000.84C
(c) NAVSO P-1000, Financial Management Policy Manual
(d) CNICINST 4000.1B
(e) DoD 7000.14-R, Volume 11A, Reimbursable Operations, Policy and Procedures, July 2013
(f) SECDEF memo, Transforming through Base Realignment and Closure (BRAC) 2005 - Joint Basing, 22 Jan 08
(g) SECNAV M-5210.1, Department of the Navy Records Management Manual
(h) FM&C Memorandum, Requirement for Support Agreement (DD Form 1144) With Economy Act Orders, 7 May 2013

Encl: (1) Definitions of Terms/Acronyms
(2) Sample Memorandum of Agreement
(3) Sample Memorandum of Understanding

1. Purpose. This instruction provides guidance on the use and management of Support Agreements (SAs), including Intra-agency SAs (ISAs) (agreements between Department of Defense (DoD) Components), Interagency SAs (Agreements between a DoD Component and another Federal Agency), Memoranda of Agreement (MOA), and Memoranda of Understanding (MOU) executed within the Naval Education and Training Command (NETC) domain by all subordinate activities. This instruction is applicable throughout the NETC domain.

2. Cancellation. NETCINST 4000.1B.

3. Background

a. ISAs, MOAs, and MOUs provide means, not provided by other established chain of command relationships, to execute specific mission requirements. Management of these important

documents requires standardized formatting, processing, tracking, and review to maintain currency and accuracy. It is DoD and Department of the Navy (DON) policy to seek increased economies and effectiveness by developing support arrangements with other Navy activities, DoD Components, and other Federal agencies. SAs shall only be established when one activity can provide support to another without jeopardizing either organization's assigned mission.

b. Reference (a) implements overall DoD policy and defines responsibilities and procedures for the use of DoD SAs. Reference (b) provides DON policy and procedures for intra-service, inter-service, interdepartmental, and interagency support under the guidelines of reference (a). Reference (c) defines specific DON funding guidance and responsibilities. Key sections of reference (c) are Chapter 3, Part B, Section I, which contains budget and funding policy for operations of DON activities, and Section VI which contains policy for inter-service and interdepartmental relationships. Reference (d) provides policies and identifies responsibilities for managing the Commander, Navy Installations Command (CNIC) SA program. Chapter 1 of reference (e) provides general DoD reimbursement procedures and supporting documentation. Chapter 3 of reference (e) prescribes policy and procedures applicable to transactions where goods or services are procured from other federal agencies under the Economy Act, 31 U.S.C. §1535 and §1536. Reference (f) provides guidance for the preparation and implementation of joint base MOA. Reference (g) provides for the recordkeeping requirements for SAs. Reference (h) provides that a DD Form 1144 is not required to accompany funding documents for agreements between DON Commands.

c. ISAs define an agreement to provide recurring support to another DoD or non-DoD Federal activity. References (a) and (b) specify that SAs for recurring intra-agency and interagency support that require reimbursement shall be documented on a DD Form 1144. They define the support to be provided by one Supplier to one or more Receivers, specify the basis for calculating reimbursement charges (if any) for each service, establish the billing and reimbursement process, and specify other terms and conditions of the agreement. DD Form 1144, Support Agreement, may be obtained at the following website: <http://www.dtic.mil/whs/directives/infomgt/forms/index.htm>.

Broad areas of recurring intra-agency and interagency support and cooperation that do not require reimbursement should be documented with a MOA or MOU.

d. MOAs are types of agreements between two or more parties, which include specific terms that are agreed to, and a commitment by at least one party to engage in action. They include either a commitment of resources or bind a party to a specific action. MOAs are used to document the specific terms and responsibilities that two or more parties agree to in writing. MOAs can be used to document a single reimbursable purchase, non-recurring reimbursable support, and non-reimbursable support. Reference (a), enclosure (3), Figure 1, provides a sample MOA format.

e. MOUs are types of agreements between two or more parties, which include only general understandings between the parties. They neither include a commitment of resources nor bind a party to any specific action. MOUs are used to document issues of general understanding between two or more parties that do not involve reimbursement. Reference (a), enclosure (3), Figure 2, provides a sample MOU format.

f. Per reference (b), all support agreement expiration dates shall not exceed 9 years from the date they are signed by both parties.

4. Definitions. Selected terms used in this instruction are defined in enclosure (1).

5. Policy

a. Signature Authority

(1) NETC Agreements. ISA/MOA/MOU involving NETC Headquarters (HQ) requires approval by Commander or Executive Director (ED), NETC. The NETC Comptroller's approval is required for all agreements with financial obligations.

(2) NETC Echelon III Command Agreements. ISA/MOA/MOU involving NETC's Echelon III Commands and the subordinate activities assigned to these Commands require approval by the Echelon III Commander/Commanding Officer (CO), who may delegate signature authority to the ED, Chief of Staff (COS), or

Executive Officer (XO). All agreements with financial obligations require concurrence of the command's comptroller. The CO may also delegate signature authority for all non-funding obligatory SAs to the CO or Officer-In-Charge (OIC) of subordinate organizations.

b. Navy Installations. CNIC has mission responsibility to provide common-service support functions on a non-reimbursable basis to Navy Receiver (tenant) on Navy installations at CNIC-approved Common Output Level Standards (COLS). NETC activities shall not enter into Service SAs for these services. It is vital that Receivers notify Suppliers of any changes to support requirements to allow Suppliers adequate time (typically 2 years) to program support costs. Receivers may be asked to reimburse the Supplier for increased service support until such time that costs can be programmed.

c. Non-Navy (Other Military Service) Installations. Non-Navy Suppliers will provide intra-agency support per references (a) through (e). The Receiver (CNIC Region for most Base Operating Support (BOS) services and NETC for training mission support services) will reimburse Supplier for all reimbursable BOS, cross-service, and unique-service support. These support services will be documented on DD Form 1144 and funded on a fair-share cost basis. The basis for these reimbursements must be measureable and directly attributable to the Receiver.

d. Non-Navy (Joint Base) Installations. Non-Navy Suppliers will provide intra-agency support per reference (f). Navy activities affected by Joint Basing shall develop and implement required SAs per reference (f), which provides guidance for fully implementing the Base Realignment and Closure (BRAC) of 2005. Reimbursement from Receiver (CNIC and/or NETC) will need to be determined on a case-by-case basis for each category of support.

e. ISAs. ISAs will be developed using references (a) through (h) of this instruction and other specific instructions required by the Supplier. Recurring reimbursable support from non-Navy Suppliers requires DD Form 1144 that defines the support, basis for reimbursement for each category of support, billing and payment process, and other terms and conditions of the agreement. Costing method will be included in the DD Form 1144 to identify the basis of reimbursement. The ISA process is

usually lengthy (typically 180 days) from the initial notification of service requirements to the completion of a signed ISA. Organizations should plan requirements well in advance of requirement date.

(1) Intra-Agency SAs. DoD activities shall provide requested support to other DoD activities when the head of the requesting activity determines it would be in the best interest of the U.S. Government, and the head of the supplying activity determines capabilities exist to provide the support without jeopardizing assigned missions. These determinations are signified by signing a SA (blocks 8 and 9 on DD Form 1144) - no further written determinations are required for agreements between DoD activities. The quality of support services provided to other DoD activities shall be equivalent to the quality of support the Supplier furnishes to its own mission, unless otherwise requested or approved by the Receiver. DoD activities may request support from other DoD activities when in-house capabilities do not exist, or when support can be obtained more efficiently or effectively from other existing DoD capabilities.

(2) DoD limits signature authority to enter into SAs with non-DOD activities to flag and general officers and SES civilians; therefore, CNETC shall approve all SAs between the NETC claimancy and non-DoD Federal activities, except that Commander, Naval Service Training Command (NSTC), may sign such agreements affecting only NSTC. SAs with non-DOD activities may be appropriate when funding is available to pay for the support, it is in the best interest of the U.S. Government, the supplying activity is able to provide the support, the support cannot be provided as conveniently or cheaply by a commercial enterprise, and it does not conflict with any other agency's authority. Reimbursement charges for support provided by DoD activities to non-DoD Federal activities shall be determined the same way as reimbursement charges are determined for other DoD activities. All SAs for supplies and services provided to, or received from, non-DoD Federal activities must comply with 31 U.S.C. 1535 (see Chapter 3 of reference (e)). The requirements of this subsection do not apply to orders for supplies and services.

(3) ISAs requiring reimbursement will require Comptroller signature in addition to the signature of the approving authority.

(4) Signers of ISAs must review their agreements annually from a financial/fiscal perspective of the costing method and reimbursable amounts and tri-annually (every 3 years) from the effective date in its entirety. The costs for any given service will be for not more than a 1-year period and correspond to a fiscal year. Supporting documentation will be maintained for the life of the agreement.

(5) The parties to the ISA may make bilateral modifications and/or terminate the agreement per references (a) and (b). If an ISA that involves reimbursement or resources must be significantly modified or unilaterally terminated with less than 180 days' notice to the other party or parties to the agreement, the party requiring the modification or termination may be billed by the supplier for reimbursement for unavoidable termination expenses incurred up to 180 days following the notification per references (a) and (b). ISAs that do not involve reimbursement may be terminated prior to the expiration date as provided for per the terms of the SA.

6. Actions and Responsibilities

a. NETC NOOD shall:

(1) Serve as NETC's subject matter expert (SME) for the interpretation of fiscal and contract law as it pertains to SAs.

(2) Perform legal review of all SAs requiring reimbursement and all SAs requiring recurring support (both reimbursable and non-reimbursable). NETC NOOD is responsible for ensuring all SAs reviewed comply with applicable laws, regulations, and policies.

b. NETC N4 shall:

(1) Serve as NETC's lead staff element for the review of all BOS-related SAs within the NETC domain. Ensure all BOS-related SAs are developed and processed per references (a) through (g) and this instruction.

(2) Provide oversight management of NETC Echelon III Commands in the identification and development of BOS-related service requirements and the coordination of these requirements

with CNIC Regions and other Military Services in the development and implementation of BOS-related SAs.

(3) Serve as NETC's principal authority and SME on all BOS SA program matters. Ensure all agreements and supporting financial instruments comply with the provisions of regulations and laws pertaining to SAs.

(4) Perform periodic inspections and reviews to ensure NETC organizations are receiving required support from service providers and are acting in full compliance with SAs. Resolve disagreements and procedural practice disputes involving the delivery of support services.

(5) Keep NETC Comptroller apprised on the status of SAs to include the status of review process.

(6) Aggressively pursue opportunities for economy and efficiency in the receipt of support services through service support arrangements and improvements in business practices.

c. NETC N6 shall:

(1) Serve as NETC's lead staff element for the review of all SAs regarding Information Technology (IT) services within the NETC domain.

(2) Ensure all agreements involving IT services comply with DoD/DON directives and policies to include continued certification and accreditation of systems and networks as required by Fleet Cyber Command Navy Authorizing Official (NAO) and provide for the management and remediation of all information assurance vulnerabilities.

(3) Ensure all agreements involving IT services provide supportability and sustainability funding across the life-cycle of the agreement.

d. NETC N7 shall:

(1) Serve as NETC's primary program manager and point of contact for all SAs within NETC domain.

(2) Serve as NETC's lead staff element for the review and coordination of all SAs within the NETC domain by receiving all draft SAs from NETC Echelon III Commands, coordinating timely review (~10 working days) of these draft documents with NETC General Counsel and other cognizant NETC Division Directors/Special Assistants, and providing compiled comments to submitting.

(3) Manage the planning, development, documentation, and implementation of SAs from pre-negotiation through final approval and administration through closeout.

(4) Work with NETC HQ SMEs to establish Command policies and procedures that comply with DoD and DON policies, instructions, regulations, and applicable laws for BOS-related SAs. Provide amplifying guidance and policy direction as necessary to ensure the efficient and effective administration of SAs.

(5) Ensure all SAs are consistent with NETC strategic and business plans prior to final approval and signature.

(6) Maintain a file copy of all active and cancelled ISA/MOA/MOUs for the HQ and domain. Cancelled agreements shall be kept for 3 years following the termination of the agreement.

(7) Provide a consolidated list of all active ISA/MOA/MOU on file to NETC HQ and the NETC Echelon III commands on an annual basis to review for accuracy.

(8) Provide a consolidated list of all active ISA/MOA/MOU on file to NETC Echelon III Executive Directors to review for situational awareness on an annual basis.

(9) Provide a quarterly report to CNETC on status of SAs within the NETC domain. Report will be attached to N7 monthly report.

e. NETC N8 shall:

(1) Designate, as required, Comptroller signatory authority for all NETC command-wide (i.e., Echelon II Level) SAs, but no lower than the NETC Deputy Comptroller.

(2) Review all support agreements to ensure that recurring reimbursable and one-time funding requirements are per applicable regulations and laws.

f. NETC Division Directors/Special Assistants shall:

(1) Review and provide comments on SAs to ensure sufficiency within functional area of responsibility (AOR).

(2) Provide guidance as required to supported commands within functional AOR on the development and implementation of the SAs.

g. NETC Echelon III Commands shall:

(1) Forward each draft SA to NETC N7 for review before any party signs the agreement. NETC N7 will staff the draft SA within NETC HQ and provide final comments to the NETC activity.

(2) Update the draft SA per comments from NETC HQ prior to signing the final agreement. Once all changes have been incorporated into the draft SA, the NETC activity may proceed with the process to finalize, sign, and implement the SA per references (a) through (g) and this instruction.

(3) Forward an electronic .pdf file of final SA, once signed by all parties, to NETC N7 for archival record within 14 working days of signature of document.

(4) Maintain a record of all SAs that exist within their command. In addition, while expired agreements are not required to be reviewed annually, such agreements shall be kept for record keeping and reference purposes for at least 3 years following the termination of the agreement, per reference (g).

(5) Perform an annual review of all their existing SAs to ensure all terms and conditions are still applicable. If changes to the terms and conditions are required, activities shall coordinate changes with NETC N7.

(6) Perform an annual review of the consolidated list of active SAs maintained by NETC HQ for accuracy. Activities shall provide a .pdf copy of any SA that is missing from the list or is more current than that listed to NETC N7.

7. Point of Contact. The NETC point of contact for SAs is NETC N7.

8. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per SECNAV Manual 5210.1 of January 2012.

9. Forms. The following forms are available for download from the DoD Forms Management Program website (<http://www.dtic.mil/whs/directives/forms/index.htm>):

- a. DD 448 (Military Interdepartmental Purchase Request)
- b. DD 1144 (Support Agreement)



M. S. WHITE

Distribution (NETCINST 5215.1C):
Lists I and II

DEFINITION OF TERMS/ACRONYMS

1. Base Operating Support (BOS) Services. Support services are identified on the Installation Core Business Model in paragraph 075123 of reference (c) and provided by a Commander, Navy Installations Command (CNIC) Region or Installation to Navy organizations. Reasonable levels (quality and/or quantity) of BOS services are provided to Navy appropriated fund activities on a common-service basis. The Regional Commander will define "reasonable" level for any service/function based on CNIC instructions, policies and guidance, available funding, and consultation with service suppliers.
2. Common Output Level Standards (COLS). The common framework of definitions, outputs, output performance metrics, and cost drivers for installation support functions. In this guidance, COLS refer to output levels established by the Chief of Naval Operations (CNO) for installation support. These performance levels provide a description of the capability or level of performance for each output of each BOS/common-service support function.
3. Common-Service Support. Those BOS services provided by a Supplying activity to a Receiver activity on a non-reimbursable basis. This support is considered to be within the mission responsibility of the supplier.
4. Economy Act (31 U.S.C. §1535). The act authorizes an agency to place orders for supplies or services with another Government agency if funds are available, the head of the ordering agency determines the order is in the best interest of the Government, the agency to fill the order is able to provide/contract the ordered supplies or services, and the head of the agency decides ordered supplies or services cannot be provided by contract as conveniently or economically by a commercial enterprise. This authority may be used only when more specific authority for the agreement does not exist. Reference (c) and Chapter 3 of reference (e) provides additional information.
5. Intra-Agency Support. Support provided by one Department of Defense (DoD) Component to another DoD Component.
6. Interagency Support. Support provided by a DoD Component to a non-DoD Federal activity.

7. Navy Installation Core Business Model. Department of the Navy (DON) business areas, functions, and sub-functions that are managed by the installation and funded through the BOS program. Reference (c) contains the relevant elements of Installation Core Business Model related to DON Receiver support. This model is also referred to as the Installation Management Accounting Project (IMAP).

8. Receiver. A command or activity, resident on an installation, which receives support services from a supplier, is referred to as a "Receiver," and may have previously been referred to as "tenant."

9. Recurring Reimbursable Services. The continuation of a type of service(s) in successive operating periods. Recurring reimbursable services are updated at the beginning of the fiscal year to reflect the upcoming year's level of funding and service.

10. Supplier. An activity which provides BOS common-service, cross-service, and/or unique-service functions to a Receiver is referred to as a "Supplier" or "Supporting Activity." May have previously been referred to as "Host."

11. Support Agreement (SA). An agreement to provide support to another DoD or non-DoD Federal activity. SAs requiring reimbursement are recorded on a DD Form 1144. They define the support to be provided by one Supplier to one or more Receivers, specify the basis for calculating reimbursement charges (if any) for each service, establish the billing and reimbursement process, and specify other terms and conditions of the agreement.

12. Support Agreement Manager. The person at each DoD activity who is responsible for preparing and administering SAs and related Memorandums of Agreement and Memorandums of Understanding. Preparation of agreements includes collecting, from appropriate sources, all information needed to draft agreements and facilitate related negotiations, coordination, approvals, and implementation. Administering agreements includes maintaining a record of active agreements, ensuring their continued accuracy, and facilitating agreement on modifications and terminations when appropriate.

SAMPLE MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN THE
[FIRST PARTY (AND ACRONYM)]
AND
THE [SECOND PARTY (AND ACRONYM)]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER

[Type command titles so the senior command is at the top.]

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" paragraph 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.]

4.2. The [second party] will-

4.2.1. [Insert as many responsibilities as necessary but ensure all the specific obligations of the party are listed] DoD Instruction 4000.19, Enclosures (3) and (16) of 25 April 2013.

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 (POCs): The following POCs will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC 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 DoD Instruction 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]-

(Signature)

(Signature)

(Date)

(Date)

[Arrange signature lines so the senior official is at the right.]

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]

SAMPLE MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN
THE [FIRST PARTY (AND ACRONYM)]
AND
THE [SECOND PARTY (AND ACRONYM)]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER

[Type command titles so the senior command is at the top.]

This is a Memorandum of Understanding (MOU) 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.]

2. AUTHORITIES: [Since an MOU is non-binding, there is generally no need to include authorities.]

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

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The [first party]-

4.1.1. [insert as many intentions as desirable]

4.2. The [second party]-

4.2.1. [insert as many intentions as desirable]

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.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs): The following POCs will be used by the Parties to communicate in the implementation of this

MOU. 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. Primary:

6.1.1.2. Alternate:

6.1.2. For the [second party]-

6.1.2.1. Primary:

6.1.2.2. Alternate:

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

6.2.1. [insert mailing address and e-mail address] and, if to the [second party], to-

6.2.2. [insert mailing address and e-mail address]

6.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, Directive, or Instruction, be resolved by consultation between the Parties or per DoD Instruction 4000.19 of 25 April 2013.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

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

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

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

6.10. EXPIRATION DATE: This MOU expires on _____.

6.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject _____, Serial # _____ and effective date of _____. [use only when needed to cancel a previous MOU]

APPROVED: [APPROVAL AUTHORITY SIGNATURES WILL NEVER BE ALONE ON A BLANK PAGE]

For the [first party]-

For the [second party]-

(Signature)

(Signature)

(Date)

(Date)

[Arrange signature lines so the senior official is at the right.]