*DoDI 4000.19, December 16, 2020*

**Figure 1. Example of an MOA**

**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][if the Second Party is a non-governmental entity, include its address]. 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 OSD or 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 another 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. Discuss the authorities of the Parties here. If the other Party is another 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 AND SCOPE: [State the purpose and the scope 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]

4.3. Both Parties will—

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

5. PERSONNEL: [Explain each Party’s responsibility for all costs of its personnel, including pay and benefits, support, and travel, if applicable to the agreement. 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 matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

POC:

* + 1. For the [First Party]—
       1. Name, position, office identification, phone number and email of primary

6.1.1.2. Position, office identification, phone number and email of alternate POC:

* + 1. For the [Second Party]—
       1. Position, office identification, phone number and email of primary POC:
       2. Position, office identification, phone number and email 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. If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed 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, or DoD issuance, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least days’ 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 MOA 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, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

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

6.10. EXPIRATION DATE. This MOA expires on \_\_\_\_\_\_\_ . [insert a date]

6.11. CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties with the subject\_\_\_\_\_\_\_\_ , Agreement #\_\_\_\_\_\_\_\_\_\_ and effective date of\_\_\_\_\_\_\_\_\_\_ . [Use this paragraph only when needed to cancel or modify a previous agreement]

6.12. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

[If the MOA provides for the reimbursement for support by one Party for the other Party, include Section 7]

1. FINANCIAL DETAILS [include Attachment A in all reimbursable MOAs; if the MOA is not reimbursable add, “This MOA does not provide for reimbursement between the Parties]:
   1. AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
   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 calendar days after the month in which the transaction occurred.
   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 calendar days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.
   4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA. [This section must also include any allowance or advance payments to be made.]
   5. ECONOMY ACT DETERMINATION AND FINDINGS (D&F). If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (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 provider is an OSD or DoD Component] The provider 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 D&F is required]. Any required Economy Act D&F has been completed.

8. LIST OF ATTACHMENTS:

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

For the [First Party]— For the [Second Party]—

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

Signature Signature

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

Name and Title of Signatory Name and Title of Signatory

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

(Date) (Date)

Mid-Point Review Due Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Enter date mid-point review due]

Mid-Point Review completed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Name of Reviewer

ATTACHMENT A

to

[use same subject and agreement number from the original MOA title section] Financial details

for a reimbursable MOA

1. Reimbursable Support:

2. Estimated Amount of Funds to Be Reimbursed: $ \_\_\_\_\_ , Appropriation: FY \_

3. Cost Center Number: (if required) Provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Receiver \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Financial Points of Contact: Provider:

Receiver:

5. [Add any other financial information that is required by the DoD 7000.14-R or any other reference, or is desired to be included in the MOA but is not included in the format of the MOA

elsewhere]