*DoDI 4000.19, December 16, 2020*

**Figure 1. Example of an MOU**

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

THE [FIRST PARTY (AND ACRONYM)] AND

THE [SECOND PARTY (AND ACRONYM)]

FOR [INSERT SUBJECT] MOU NUMBER

1. BACKGROUND: [OPTIONAL, Discuss background here.]
2. AUTHORITIES: [OPTIONAL, List any applicable authorities.]
3. PURPOSE: [State the purpose of the MOU here. Always use this paragraph.]
4. UNDERSTANDINGS OF THE PARTIES:
   1. The [First Party]—

4.1.1. [insert as many intentions as desirable]

* 1. The [Second Party]—

4.2.1 [insert as many intentions as desirable]

1. 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.
2. GENERAL PROVISIONS:
   1. POINTS OF CONTACT (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.
      1. For the [First Party]—
         1. Name, position, office identification, phone number and email of primary POC:

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

6.1.2. For the [Second Party]—

6.1.2.1 Position, office identification, phone number and email of primary POC:

6.1.2.2. 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 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 neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

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 no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

6.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties

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, thereby superseding all prior understandings of the Parties with respect to such 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]

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

7. LIST OF ATTACHMENTS:

APPROVED: [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