# MEMORANDUM OF AGREEMENT

BETWEEN THE [Name of Agency] AND [Name of Agency] FOR PARTNERSHIP IN [Name of Program of Operation]

[Add as many agency names as necessary for all who will be part of the agreement]

## INTRODUCTION

This Memorandum of Agreement (MOA) constitutes an agreement between *[list all parties to this agreement].*

### PURPOSE

The purpose of this agreement is to establish a good-faith foundation between the parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party’s individual goals and the collective goals of the partnership.

This agreement is designed to detail the specifics of the working relationship between the parties to the mutual benefit of the parties and the communities they serve. This agreement does not obligate the parties to provide funds or payment unless otherwise specified and agreed upon by all parties. This agreement does not bind parties to any legal obligations unless otherwise specified and agreed upon by all parties.

[If funds, financial obligations, or legal considerations are part of this agreement, specify in the sections below: *Costs and Expenditures* and *Legal Obligations/Considerations*]

### AUTHORITY

The signatories of this agreement hereby certify that they have the legal authority, granted by their official position and/or agency or agency governing body, to enter into written agreements in the lawful performance of their duties and that this MOA constitutes such written agreement.

[If in doubt, signatories of such agreements may want to verify with their legal counsel or other governing body that they have the authority to enter into MOAs on behalf of their agency]

DEFINITIONS

[Parties should include all relevant definitions in this section.

Definitions may or may not be necessary for a MOA.]

## ROLES AND RESPONSIBILITIES

To achieve Parties’ mutual desires, each party agrees to the following roles and responsibilities:

Party A Roles and Responsibilities shall include *[enter Partner A’s responsibilities here]*. [Be as specific as possible, and list the information directly related to the purpose of this agreement.]

Party B Roles and Responsibilities shall include *[enter Partner B’s responsibilities].*

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

[Make sure that the stated roles and responsibilities are within the purview of each party, taking into consideration jurisdiction, sovereignty, or any other special conditions.]

TRAINING (IF APPLICABLE)

[List any training necessary to carry out the roles and responsibilities of this agreement.]

RESOURCES

To further the collaborative relationship between the Parties, the Parties agree to provide the following resources:

Party A shall provide *[enter resources here]*. {This could include delivering services, dedicating specialized staff, applying technology, or providing other resources. Be specific and include descriptions of services, specialized staff, costs (if any), and other pertinent information that needs to be noted.]

Party B shall provide *[enter resources here].*

Parties agree to provide the resources above at a minimum. The Parties may agree to provide additional resources in future agreements by amendments to this agreement of by another agreement.

[It is important to not overcommit or undercommit resources. Overcommitting or undercommitting could jeopardize the success of the purpose of the MOA and strain relationships between parties, making future partnerships more challenging]

### COSTS AND EXPENDITURES

[List any costs/expenditures, if any, associated with this agreement.]

### LEGAL OBLIGATIONS/CONSIDERATIONS

[List any legal obligations or considerations pertinent to any party of this agreement.]

### SPECIAL PROVISIONS

[List any special provisions of conditions to this MOA for either party if applicable.]

 Party A:

 Party B:

[This may be another area where parties can address considerations such as jurisdiction, sovereignty, or special training that may be required ahead of an operation or event, etc.]

### COMMUNICATION BETWEEN PARTIES

[Define how communication between the parties will occur and identify the primary contacts for each party. This may include regular scheduled meetings or semiannual or annual reviews.

The stated purpose and roles and responsibilities of the MOA will likely drive the level of communication necessary for a successful agreement between parties. Once lines of communication are established, it will be critical for each party to be diligent in their efforts to communicate with the other party or parties.]

AMENDMENTS

The terms of this agreement may be amended upon written approval by both original parties and their designated representatives.

### DISPUTE RESOLUTION

The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within \_\_\_\_ calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if Parties can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement in a legal forum.

### TERM AND TERMINATION

This agreement becomes effective on the date it is signed by all parties. It remains in force unless explicitly terminated, in writing, by any party.

Any party may terminate this agreement by means of signing a termination addendum upon 30 days’ written notice to the other party or parties.

The undersigned parties acknowledge and agree to this MOA:

[Other captions may be used in a MOA depending on the needs of the involved parties. The order of the captions may be altered as well as the formatting, depending on the parties’ requirements or advice from governing bodies or legal counsel]

## **SIGNATURES**

FOR [FULL NAME OF AGENCY] [DATE]

[Signature] [Print Name] [Title]

FOR [FULL NAME OF AGENCY] [DATE]

[Signature] [Print Name] [Title]