



UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA 29904-5001

ASO 4000.1
COMP
25 Jun 26

AIR STATION ORDER 4000.1

From: Commanding Officer, Marine Corps Air Station Beaufort
To: Distribution List

Subj: SUPPORT AGREEMENT APPROVAL AND SIGNATURE AUTHORITY

Ref: (a) DoD Instruction 4000.19 "Support Agreements,".
December 16, 2020
(b) MCBUL 4491 "Intragovernmental Transactions (IGT)"
(c) DoD Directive 1000.26E, "Support for Non-Federal Entities
Authorized to Operate on DOD Installations"
(d) U.S. Navy Reg. 1990, art. 1074
(e) MCIEAST Commander's Policy Letter 004- 24 "Support Agreement
Approval and Signature
(f) Navy Memorandum, SUBJECT: 10 U.S.C. § 2679 Intergovernmental
Support Agreements, dated March 1, 2019.

Encl: (1) Support Agreement Templates
(2) DoDI 4000.19 Table Requirements for Minimum Content
(3) Lowcountry Counsel Guide: Preparing or Renewing a Memorandum of
Understanding

1. Situation. Reference (a) establishes the requirement for Department of War (DoW) components to establish the support agreement approval process, including delegating responsibilities and approval authority in accordance with the concerned component's policy.

2. Cancellation. POLICY LETTER 8-19 Support Agreement Policy.

3. Mission. Establish policies and procedures for the approval and signature authority of Marine Corps Air Station Beaufort (MCAS Beaufort) South Carolina in order to ensure compliance with the support agreement regulations set forth by higher headquarters.

4. Execution

a. Support agreements document the terms of an agreement that a DoW component enters into with another DoW component, a federal agency or federally recognized Indian tribe, a state or local government, state or local government for support of the National Guard, subordinate commands, and private organizations. There are different types of support agreements: Intragovernmental Transactions (IGT) on a Treasury Department Form FS- 7600A which identifies the General Terms and Conditions for the relationship, Memorandums of Agreement (MOA), Memorandums of Understanding (MOU), Cooperative Agreements, Assisted Acquisition Agreements, National Defense Authorization Act Agreements under section 331, Partnership Agreements, and Operating Agreements for financial institutions.

(1) Agreement types. The three most common types of agreements that MCAS Beaufort utilizes are IGT's General Terms & Conditions (GT&C), MOA, and MOU. The support agreement format used is largely determined by whether one

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or more parties to the agreement are federal agencies and whether the agreement provides for the transfer of funds between the parties.

(a) FS Form 7600. FS Form 7600A must be used to document the GT&C of intragovernmental support agreements involving an OSD or DoW Component that require payment from one party to another. FS Form 7600A may be used for agreements that have a mixture of reimbursable costs for support services and non-reimbursable support. FS Form 7600A may also be used to document and record agreements without reimbursement.

(b) MOA. An MOA is used to document agreements and execute or deliver support with or without reimbursement between any two or more parties. When a support agreement involves reimbursement, an MOA can be used to further detail terms and conditions in addition to the FS Form 7600A. An MOA can be used to document support agreements without an expectation of reimbursement between agencies.

(c) MOU. An MOU is used to document a mutual understanding between any two or more parties that does not contain an expectation of payment, and under which the parties do not rely on each other to execute or deliver on any responsibilities. Support agreements for temporarily assigning federal civil service personnel between federal entities in accordance with Section 3341 of Title 5, U.S.C., cannot be executed via an MOU.

b. Authority. Approval and signature authority for all MCAS Beaufort support agreements shall reside with the Commanding Officer (CO). During the unavailability of the CO, support agreement approval and signature authority is delegated to the Executive Officer, MCAS Beaufort in accordance with reference (d).

c. Approval and signature authority is not commensurate with the grade/rank/title of the other party's signatory.

d. Reference (b) establishes Marine Corps order and provides guidance for implementing the IGT business process in accordance with DOW mandates. For the purposes of this air station order, the most recent versions of the references will always guide MCAS Beaufort policy, practices, and procedures.

e. Reference (c) updates the provisions for support of Nonfederal Entities authorized to operate aboard DoD Installations.

f. Support Agreement Manager (SAM). Except as delineated below, MCAS Beaufort Principal Staff Department Heads, Special Staff Managers, and Commanding Officer, Headquarters and Headquarters Squadron (H&HS) will submit all proposed support agreements to the Installation's Support Agreement Manager (SAM) via the Comptroller Department Head. Support agreements are not to be approved/signed at the department level.

(1) The installation's SAM will administer and manage MCAS Beaufort support agreements to include preparation, facilitating coordination to include command legal concurrence, and approvals/signature.

(2) The Marine Corps Community Services-South Carolina will administer agreements for all authorized private organizations operating aboard MCAS Beaufort to include preparation, facilitating coordination, and approvals/signature in accordance with reference (e).

(3) Reference (f) provides authority to MCAS Beaufort to enter into Intergovernmental Support Agreements (IGSAs) with state and local governments for the provision, receipt, or sharing of installation-support services under certain conditions and up to a certain amount.

(4) MCAS Beaufort's Principal Staff Department Heads, Special Staff Managers, and CO, H&HS will use the template provided in policy to for the purpose of uniformity with regards to formatting correspondence. Enclosure (3) is provided to assist in the development and guide the efficient and effective creation or renewal of an MOU, consistent with the local requirements contained in various orders and directives.

5. Administration and Logistics. Recommendations for changes to this Order shall be submitted to the Commanding Officer, MCAS Beaufort via the Comptroller attention: SAM.

a. Controlled Unclassified Information (CUI)

(1) Unless specifically marked as classified (e.g. Confidential, Secret, and Top Secret) the following are categories are subsets of Controlled Unclassified Information (CUI) and are to be protected in accordance with 32 CFR Part 2002: Agriculture, Critical Infrastructure, Emergency Management, Export Control, Financial, Geodetic Product Information, Immigration, Information Systems Vulnerability Information, Intelligence International Agreements, Law Enforcement, Legal, Natural and Cultural Resources, NATO Controlled, Nuclear, Patent, Privacy, Procurement and Acquisition, Proprietary Business Information, SAFETY Act Information, Statistical and Tax.

(2) All individuals handling this information are required to protect it from unauthorized disclosure. Handling, storage, reproduction, and disposition of the attached document(s) must be in accordance with 32 CFR Part 2002 and applicable agency policy.

(3) Access to and dissemination of Controlled Unclassified Information shall be allowed as necessary and permissible to any individual(s), organization(s), or grouping(s) of users, provided such access or dissemination is consistent with or in furtherance of a Lawful Government Purpose and in a manner consistent with applicable law, regulations, and Government-wide policies.

b. Records Management. Records created as a result of this Plan shall be managed according to national archives and records administration (NARA) approved dispositions per SECNAV Notice 5210 Implementation of New Department of the Navy Bucket Records Schedules and MCO 5215.1K Marine Corps Directives, to ensure proper maintenance, use, accessibility and preservation, regardless of format or medium. Refer to SECNAV M-5210.1 Records Management Manual and MCO 5210.11F Marine Corps Records Management Program for Marine Corps records management policy and procedures

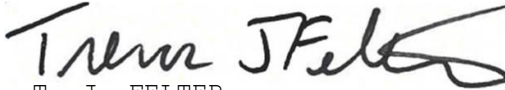
c. Forms. FS Form 7600A - U.S. Government General Terms and Conditions.

d. Records Disposition Schedule. 5000-68 Interagency Agreements. TEMPORARY: Cutoff at supersession, cancelation, or termination of the agreement. Destroy seven years after cutoff.

6. Command and Signal

a. Command. This order is applicable to all personnel assigned and attached to MCAS Beaufort.

b. Signal. This order is effective on the date signed.



T. J. FELTER

DISTRIBUTION: A

MEMORANDUM OF AGREEMENT TEMPLATE

MEMORANDUM OF AGREEMENT
BETWEEN
THE MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA
(MCAS BEAUFORT)
AND
THE [SECOND PARTY (AND ACRONYM)]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER

This is a Memorandum of Agreement (MOA) between the Marine Corps Air Station Beaufort (MCAS Beaufort) and the [second party]. When referred to collectively, the MCAS Beaufort 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 MCAS BEAUFORT –

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

4.1.2.

MEMORANDUM OF AGREEMENT TEMPLATE

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 MCAS Beaufort -

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 MCAS Beaufort, 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. FUNDS AND MANPOWER. This MOA neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources not explicitly mentioned. No

MEMORANDUM OF AGREEMENT TEMPLATE

provision in this MOA will be interpreted to require obligation or payment of funds.

6.4. MODIFICATION OF MOA AND TRANSFERABILITY. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOA 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. This MOA is not transferable except with the written consent of the parties.

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

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

6.7. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

6.8. EFFECTIVE DATE AND EXPIRATION DATE. This MOA takes effect beginning on the day after the last Party signs. This MOA expires ten years after the effective date.

6.9. FINANCIAL DETAILS.

6.9.1. Availability of funds. This MOA does not document the obligation of funds between the Parties. Reimbursement in support of this MOA will be determined following the assessment of damages and associated costs. The Parties will coordinate to establish an appropriate process for reimbursement at that time. Any obligation of funds resulting from this MOA remains subject to the availability of funds pursuant to the DoD Financial Management Regulation.

6.9.2. Billing. The **Supplier Party** will bill **Receiver Party** on a monthly basis in accordance with the procedures of the Billing Party. A record of the transaction will be sent to the RECEIVER within 30 calendar days after the month in which the transaction occurred.

6.9.3. Payment of Bills. **Second Party** paying office will forward payments, along with a copy of billed invoices, to the SUPPLIER within 30 calendar days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

6.9.4. Economy Act Determination and Findings (D&F). If the Agreement is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree

MEMORANDUM OF AGREEMENT TEMPLATE

that the requirements listed in Paragraph (a) of the Economy Act have been met.

6.10. 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 MCAS Beaufort

FOR THE [SECOND PARTY]

_____ Date

_____ Date

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____
Signature and Name of Reviewer

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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]

MEMORANDUM OF UNDERSTANDING TEMPLATE

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA 29904-5001
(MCAS BEAUFORT)
AND
THE [SECOND PARTY (AND ACRONYM)]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER

This is a Memorandum of Understanding (MOU) between the Marine Corps Air Station Beaufort (MCAS Beaufort) and the [second party]. When referred to collectively, the MCAS Beaufort and the [second party] are referred to as the "Parties".

1. BACKGROUND: [If there is a need to discuss background, do so here, if not type N/A., However, highly recommended to include a paragraph]

2. AUTHORITIES: [Since an MOU is non-binding, there is generally no need to include authorities. Type N/A if no Authorities.]

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

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The MCAS BEAUFORT –

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: The following points of contact 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 MCAS Beaufort –

6.1.1.1 Primary:

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6.1.1.2. Alternate:

6.1.1. 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 MCAS Beaufort, 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. 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.

6.5. EFFECTIVE DATE, EXPIRATION DATE, AND EXTENSION PENDING RENEWAL. This MOU takes effect beginning on the day after the last Party signs and expires nine years after the effective date of this MOU. Unless otherwise agreed upon, and without regard to the expiration, following the timely submission (at least two weeks prior to expiration) this MOU will continue while such renewal or extension of this MOU is pending.

6.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated by either Party by giving at least 120 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

6.7. MODIFICATION OF MOU AND TRANSFERABILITY. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed around the anniversary of its effective date and triennially in its entirety. This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING. It is expressly understood and agreed

MEMORANDUM OF UNDERSTANDING TEMPLATE

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. 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 or in accordance with DoDI 4000.19. This agreement does not constitute a federal contract and does not obligate any appropriated or non-appropriated funds of the federal government, or an agency, department, bureau, division, office, or either entity or instrumentality of the U.S. Government, the Department of Defense or the United States Marine Corps. This agreement is not subject to the Tucker Act, the Contract Disputes Act, the Competition in Contracting Act, or the Federal Acquisition Regulation. No claim or demand may be submitted to the government or cause of action pursued before the courts or administrative boards, or any other tribunal, for any monetary or equitable relief, or to otherwise enforce the provisions of this agreement.

6.10. 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 MCAS Beaufort

FOR THE [SECOND PARTY]

_____ Date

_____ Date

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____
Signature and Name of Reviewer

DoDI 4000.19 Table Requirements for Minimum Content

The MOA and MOU templates in Enclosure 1 provide the basic outline and content for these two agreement formats. Other formats may be used; however, the agreement's content must include the requirements listed in Table 1, at a minimum. Additionally, if the agreement involves the creation, collection, use, processing, storage, maintenance, dissemination, disclosure, and disposal of personally identifiable information, the data source of the personally identifiable information and its requirements for safeguarding it must be included in accordance with DoDI 5400.11. Continuation pages and supporting documentation (e.g., specifications, photographs, cut sheets) may be attached to an agreement.

- a. Table 1 summarizes the minimum information required to be included for each support agreement format type.

Table 1. Requirements for Agreements

#	Requirements	MOU	MOA or FS 7600A without Expectation of Payment	MOA or FS 7600A with Expectation of Payment
1	The document title must include the text "Memorandum of Understanding" or "Memorandum of Agreement" as appropriate.	X	X (if an MOA)	X (if an MOA)
2	The name of each party (organization).	X	X	X
3	A unique agreement identification number.	X	X	X
4	The purpose and/or scope of the agreement.	X	X	X
5	Whether the agreement is a new agreement, or amendment, including a cancellation, of an existing agreement.	X	X	X
6	The understandings of the parties.	X	X	X
7	Acknowledgement of responsibility for personnel costs.	X	X	
8	Primary and alternate POCs (name, position, office identification, phone number, and email address) for all parties.	X	X	X
9	Postal address for any notifications of correspondence between the parties.	X	X	X

DoDI 4000.19 Table Requirements for Minimum Content

#	Requirements	MOU	MOA or FS 7600A without Expectation of Payment	MOA or FS 7600A with Expectation of Payment
10	Acknowledgement that the agreement does not document, provide for, or commit to the exchange of funds or personnel between the parties.	X	X	
11	Procedures for amending, terminating, reviewing, and transferring the agreement, and for dispute resolution.	X	X	X
12	The agreement start and end dates; the agreement start date must be the same as or later than the latest signature date (see item 15). No agreement covered by this issuance will be active longer than 10 years from its original effective date, unless there is legal authority for the agreement to continue beyond 10 years.	X	X	X
13	Statutory authority.		X	X
14	Roles and responsibilities of each party (organization).		X	X
15	The official signatures and dates signed of the delegated approval authority of each party (organization).	X	X	X
16	The name and title of each signatory.	X	X	X
17	Details regarding expectations of payment.			X
18	Allowance for advance payments; if so, the provider's statutory authority title and citation must be included.			X
19	Specify that the agreement may be terminated by either party via written notice to the other party following a termination time that both parties have agreed to in the	X	X	X

DoDI 4000.19 Table Requirements for Minimum Content

	agreement.			
20	A clause that addresses any reimbursement payment for unavoidable termination expenses.			X
21	Requirement for annual review for financial impact and, if there are substantial changes in resource requirements, for the agreement to be reviewed in its entirety and modified or terminated as applicable.			X
22	Requirement that agreement must be reviewed and validated by both parties no less often than mid-point (e.g., year 4 in an 8-year agreement) from the agreement effective date.	X	X	X

Lowcountry Counsel Guide



Preparing or Renewing a Memorandum of Understanding

4 February 2022

Lowcountry Counsel Guide:

Preparing or Renewing a Memorandum of Understanding

The main document guiding the development of Support Agreements is DOD Instruction 4000.19.¹ This guide is a local supplement to provide guidance on the efficient and effective creation or renewal of a Memorandum of Understanding (MOU) consistent with local requirements contained within various orders and directives. The recommendations in this guide arose from lessons learned in developing MOUs where outside entities seek to conduct their activities onboard a Lowcountry installation, or otherwise desire recurring or otherwise enduring assistance from a federal agency. However, these principles should inform various other situations when a Lowcountry Command is involved in meeting an unmet need through a MOU. As real situations arise, this guide may require interpretation and logical application of the principles here outlined. Generally, a MOU documents an agreement between parties to commit to actions (even if just to acknowledge or understand) in order to address an unmet need recognized by one or both parties.

The initial preparer of a MOU should be the proponent entity/party (“action proponent”) who is working toward fulfilling an unmet need. Along the way, the action proponent should identify a counterpart from the Marine Corps/other party(ies) (“government sponsor”) who can act as a coordinator for a majority of the requests (e.g. if the requests are for MCCS facilities, this would be someone involved in assigning the use of MCCS spaces) and assist in development of the agreements. Usually, an outside entity is the action proponent, although at times, the action proponent may be a Marine Corps command. If there is any doubt about who should prepare the MOU, it should be the party whose interests are most affected by the agreement – who is most impacted by the lack of an agreement, who has the most committed responsibilities, or is the group seeking to fulfill an unmet need. This is seldom or never 1) the attorney, 2) the MOU manager (often MCCS), or 3) the point of contact identified in a local order. Simply, whoever proposes, modifies, or seeks renewal of the MOU is in the best position to know, understand, describe, and document that to which is being agreed. The remainder of substantive staff reviews (MCCS/legal/security/etc.) largely ensure that such agreement does not conflict with requirements, policy, or guidance within the expertise of that staff function. Also, particularly when brought in early during development of agreements and processes in the MOU, section staff are also key experts in considering connected outcomes and preventing unintended consequences.

The Purpose of a specific Memorandum of Understanding should speak directly to the shortfall that the MOU is intended to fix – whether that is to develop processes (usually for approval or access), to better clarify commitments of the parties, or to provide a mutually agreed upon interpretation of directives/requirements.² It is possible that the MOU is going to fix some other kind of problem, but these are the most common. If the MOU purpose is not among these, it may be worthwhile for the

¹ <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/400019p.pdf>

² Where the *only* purpose is to clarify an interpretation, consideration should be given to writing a letter of interpretation from the party vested with authority and sent to the entity with lesser (or no) authority. This would be a proper exercise of unilateral authority, rather than a situation requiring agreement, and bi-lateral authority.

government sponsor to discuss the intentions of the MOU with legal counsel prior to proceeding with any discussion of a MOU.

The purpose is typically at least two-fold, and as such, should be comprised of at least a compound sentence - or better, at least two sentences. First, entities engaging Marine Corps commands in the Lowcountry are doing so because something inherent in the purpose of the organization aspires to fulfill some want – a great place to look for purpose is in the outside entity's bylaws or other organizational document. Sometimes this unmet need falls almost entirely on the outside entity. For example a veterans group that seeks to improve veteran quality of life by conducting introduction to fishing lessons onboard the installation – here, the activity is unrelated to the installation mission, but nevertheless, with the right processes in place, it is within the scope of allowable support.

Second, for Lowcountry commands, a primary purpose is to authorize activities and document agreed upon processes, plans, commitments, and/or interpretation between entities in order to make clear such authorization, relationship, and responsibilities of each entity in meeting the unfilled need(s). Where such relationship and responsibilities are already clear in another document, like a Marine Corps Order or local (written) order, a MOU is generally unnecessary, unless it has come to light that additional clarification and/or interpretation is necessary, particularly for local application or to reconcile with other related guidance. Also, a MOU may be required where an order identifies general responsibilities, but does not go into the level of detail necessary to assign specific commitments, identify and assign actions, eliminate confusion, and define local processes – the MOU may serve to document the agreed upon details of such mutually arranged application of an order. A MOU is not the appropriate instrument to document fiscal responsibility – a Memorandum of Agreement or more formal contractual instrument is necessary.

The Background should be explained such that someone new to either organization can read the background, understand how there arose a need for the MOU, and inherently explain the purpose. A good background anticipates and compels the responsibilities. The length of the background section will vary, but anything much more than a half page is unusual. As the background lengthens, consider incorporating other documents by reference or adding an appendix or addendum. If the matter is a renewal or replacement MOU, the background section should conclude by identifying and summarizing any prior MOUs in a sentence or so for each.

The Authorities section should be included except under unusual circumstances, and the government sponsor should discuss this with legal counsel if considering omission. Identify each authority by its shortened name (such as “MCO XXX.XX,” or “NAVFAC Legal Opinion”), the title, and the date. Follow each reference with a sentence summarizing how it applies.

Responsibilities of the Parties (/Agreements) should be actionable items within the control and authority of the assigned Party – this should be “what each of us commits to do” during the ensuing period of the MOU. “Coordinate with” and/or “provide feedback” are legitimate action items within the control and authority of a party; however, “ensure (other party) [does X]” is not an action item within the control of the party. Organize the responsibilities logically, with a preference for chronologic or categoric organization. Where multiple topics are covered, sub-areas of agreement are

an acceptable way to keep the MOU organized. Consider a paragraph that includes joint responsibilities, or common responsibilities (for example, “Both Parties agree to: a. Coordinate to meet annually in person or by phone to discuss the previous year’s accomplishments and to identify any areas in which the MOU needs modification.”).

After 1) identifying that a MOU provides a possible means to fulfill a need, 2) determining who will be the government sponsor for the Marine Corps, 3) outlining the processes, responsibilities, and common understandings to be set forth in the MOU, and 4) obtaining the general agreement from the involved work-center supervisor(s); the action proponent should request the government sponsor to consult with legal to confirm whether such agreement remains feasible (legally and practically) and that a MOU is the appropriate the instrument. It is helpful at this point to have a good idea of what activities are to be included/executed in the memorandum of understanding, and have some idea of what processes need clarification.

At this point, the action proponent should develop the initial draft MOU.

HELPFUL TIPS FOR DEVELOPING AND DRAFTING THE MOU:

Start with a plan of potential/proposed activities or actions that require involvement or assistance onboard or with the assistance of local Marine Corps Commands. Do not start with the MOU format. The substantive work to identify actions, develop the processes, and commit to responsibilities are the primary functions of the MOU – the rest is administration and style.

As a default, use one year for this planning horizon. If known activities happen less than yearly, extend planning to the duration of the MOU (typically five years). A plan of activities is always a welcome attachment/addendum/appendix in the submission of a MOU, and in some cases, required (now or in the future).

After the action proponent has determined what it wants to accomplish, it is time to identify a government sponsor. The installation MOU Coordinator (or for Private Organizations or groups seeking to be an authorized Private Organization, MCCS) can typically assist in identifying a logical government sponsor. (For some MOUs or renewals, the action proponent likely has an idea of an appropriate government sponsor.) At this point, the government sponsor becomes the primary point of contact for developing the agreements in the MOU on behalf of the Marine Corps. The government sponsor assists in developing processes for approvals, timing for submission and approval of requests, or means to initiate processes in the MOU.

In the process of identifying what is to be accomplished in consultation with the government sponsor, consider what the anticipated needs or requests will be, including: meeting or activity spaces; support for fundraisers; educational/official speakers; MCCS or installation facilities, equipment, and services; other sections that may need to be directly involved in approval or deconfliction; and any other needs.

After the action proponent knows what it intends to do and considers what is needed from the command, drafting should begin with the responsibilities and commitments in the agreements sections.

Keep in mind that purpose, background, and responsibilities are very closely related. As the focus shifts away from documenting the actions committed between the parties toward purpose and background, think how the background explains the purpose, and in turn, how each of the agreed upon responsibilities accomplishes the purpose. The background should intuitively explain the origin of each responsibility, and responsibilities should accomplish the purpose. Any responsibility not understandably tied to accomplishing the purpose does not belong in the MOU.

The purpose, background, and authorities can come in whichever order makes logical sense.

The government sponsor should seek input and feedback from relevant staff experts (possibly including legal) on working drafts of the MOU prior to submitting for routing up the chain for submission to the installation MOU Coordinator. The substance of the MOU should be coordinated among relevant staff, agreeable in concept, logistically sound, and fully developed prior to routing to the MOU Coordinator. When the government sponsor believes that the Coordinated Draft MOU is ready for review and signature by a Flag Officer (regardless of who actually signs it, and meaning the MOU should be understandable by senior government officials without further explanation), the Coordinated Draft should be forwarded via the government sponsor to at least the first O-4 or GS-13 in the chain of command, to submit the product to the MOU Coordinator. Prior to submitting, the proposed signatory for the government should be briefed and/or review the document. MOU Coordinator processing should not require substantive changes. Rather, review by the MOU Coordinator will be primarily formatting and should not involve lengthy, detailed, or fatal comments.

The estimated time from the point that a government sponsor does the feasibility check with legal to the point that a MOU is ready to be submitted to the MOU Coordinator will vary with the length and complexity of the MOU, but presume about a month for each page of responsibilities. Once a Coordinated Draft MOU is submitted to the MOU Coordinator, the MOU Coordinator ensures that the MOU meets administrative guidelines for MOUs, assigns a number, and provides a final review to relevant staff sections. This may be the first time reviewers become aware of the other sections involved in coordination and may recommend additional sections be involved. If so, expect the MOU Coordinator will stop the final review, determine if additional coordination is necessary, and if so, return the MOU to the submitting official for additional coordination by the government sponsor.

From the time of submission of the Coordinated Draft MOU to the MOU Coordinator to signature approval varies on the quality of the coordination and reviews. Expect at least two weeks for a MOU that has been well-coordinated among relevant staff. Typically, the action proponent is the first signatory.

Questions can be directed to the MOU Coordinator or Government Sponsor, depending on how far along the action proponent is in the process.

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

This is a memorandum of understanding (MOU) between the [First Party] and the [Second Party] [Include address for any non-governmental entity]. When referred to collectively, the [First Party] and the [Second Party] are referred to as the “Parties.”

1. PURPOSE:

2. BACKGROUND:

3. AUTHORITIES:

4. AGREEMENTS OF THE PARTIES:

4.1.1. The [First Party] shall: — *(In the alternative, 4.1 (and so on) could be a substantive topic, with two main subheadings (4.1 and 4.2) each addressing a party)*

4.1.2. [insert intended actionable responsibilities as needed to meet purpose]

4.2. The [Second Party] shall: —

4.2.1. [insert intended actionable responsibilities as needed to meet purpose]

4.3. [Both Parties agree to:]

4.3.1. [insert intended actionable responsibilities as needed to meet purpose]

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 matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the [First Party]—

6.1.1.1 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 [five years after the effective date of this MOU - or- DATE].

6.11. 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.

6.12. EXTENSION PENDING RENEWAL. Unless otherwise agreed upon, and without regard to the expiration, following the timely submission (at least two weeks prior to expiration) this MOU will continue while such renewal or extension of this MOU is pending.

6.13. [OPTIONAL when needed to cancel a previous MOU] 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 DATE.

7. LIST OF ATTACHMENTS:

7.1

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)