

MEMORANDUM OF AGREEMENT
BETWEEN
THE IRAQ INFRASTRUCTURE RECONSTRUCTION OFFICE OF THE COALITION
PROVISIONAL AUTHORITY
AND
THE U.S. ARMY CORPS OF ENGINEERS

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement ("MOA") is entered into by and between the U.S. Army Corps of Engineers ("USACE") and the Iraqi Infrastructure Reconstruction Office ("IIRO") ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for USACE to provide operating finance and accounting functions including a financial management system with support necessary for financial support of the reconstruction, rehabilitation, operation, and maintenance of the Iraqi public and private infrastructure. This MOA is entered into pursuant to the Economy Act (31 U.S.C. § 1535).

ARTICLE II - SCOPE

USACE will furnish operating finance and accounting functions including the Corps of Engineers Financial Management System (CEFMS) with support to IIRO or its partners as IIRO may request and USACE agrees to perform.

Nothing in this MOA shall be construed to require the IIRO to use USACE or to require USACE to provide any goods or services to the IIRO, except as may be set forth in Support Agreements ("SA(s)").

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between USACE and the IIRO, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

ARTICLE IV - SUPPORT AGREEMENTS

In response to requests from the IIRO for USACE assistance under this MOA, USACE and the IIRO shall conclude mutually agreed upon written SAs. Those SAs must be on either Engineer Form 4914-R or similar document containing the same information as Department of Defense Form 1144. SAs must include:

- a detailed scope of work statement;
- schedules;
- funding arrangements, including whether payment shall be in advance or by reimbursement;

- the amount of funds required and available to accomplish the scope of work as stated above; and
- the IIRO's fund citation and the date upon which the cited funds expire for obligation purposes;
- such other particulars as are necessary to clearly describe the obligations of the parties with respect to the requested finance and accounting services.

Goods or services shall be provided under this MOA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. Upon signature by each parties' representative, a SA shall constitute a valid Economy Act order. In the case of conflict between this MOA and a SA, this MOA shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the U.S. Army Corps of Engineers

1. USACE shall provide the IIRO with operating finance and accounting functions including the Corps of Engineers Financial Management System (CEFMS with support in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.
2. USACE shall identify authorized USACE representatives to sign SAs.
3. USACE will use in-house effort to provide finance and accounting services.
4. USACE shall provide detailed periodic progress, financial and other reports to the IIRO as agreed to in the SA. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

B. Responsibilities of the Iraq Infrastructure Reconstruction Office

1. The IIRO shall pay all costs associated with USACE's provisions for finance and accounting services IAW this MOA and supporting SA's . The IIRO shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.
2. The IIRO shall ensure that only authorized IIRO contracting officers sign SAs.

ARTICLE VI - FUNDING

The IIRO shall pay all costs associated with USACE's providing of operating finance and accounting support including the Corps of Engineers Financial Management System (CEFMS with support under this MOA. For SAs for work estimated to cost more than \$250,000 total in-house services, USACE shall bill the IIRO in advance and the IIRO shall provide the necessary funds in advance. For SAs for work valued at less than these amounts, the IIRO may reimburse

USACE for the goods or services. For these lesser requirements, USACE shall bill the IIRO monthly for costs incurred, using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and the IIRO shall reimburse USACE within 30 days of receipt of an SF 1080.

If USACE forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the IIRO of the amount of additional funds necessary to complete the work under that SA. The IIRO shall either provide the additional funds to USACE, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that SA.

Within 90 days of completing the work under a SA, USACE shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, USACE shall provide the accounting of costs to the IIRO and return to the IIRO any funds advanced in excess of the actual costs as then known, or the IIRO shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the IIRO's duty in accordance with Article X to pay for any costs, which may become known after the final accounting.

ARTICLE VII – APPLICABLE LAWS

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States.

ARTICLE VIII- DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the IIRO and USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of the Assistant Secretary of Army for Financial Management & Comptroller

ARTICLE IX- PUBLIC INFORMATION

Justification and explanation of the IIRO's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the IIRO. USACE may provide, upon request, any assistance necessary to support the IIRO's justification or explanations of the IIRO's programs conducted under this MOA. In general, the IIRO is responsible for all public information. USACE may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The IIRO or USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this MOA.

ARTICLE X- MISCELLANEOUS

A. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between the IIRO and USACE.

B. Survival

The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

C. Severability

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE XI- AMENDMENT, MODIFICATION AND TERMINATION

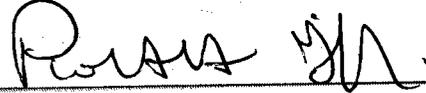
This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the IIRO shall continue to be responsible for all costs incurred by USACE under this MOA and for the costs of closing out or transferring any on-going contracts.

ARTICLE XII- EFFECTIVE DATE

This MOA shall become effective when signed by both the IIRO and USACE.

Iraq Infrastructure Reconstruction Office U.S. Army Corps of Engineers

BY 

BY 

DATE: 13 NOV 03

DATE: 26 NOV 03