MEMORANDUM OF AGREEMENT
BETWEEN
THE [INTERNATIONAL ORGANIZATION]
AND
THE DEPARTMENT OF THE ARMY
OF THE UNITED STATES OF AMERICA

ARTICLE I - PURPOSE AND AUTHORITY

A. Purpose

This Memorandum of Agreement (MOA) is entered into by and between the United States Department of the Army (DA) and The [International Organization] (IO), (the parties), for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of DA technical services by the US Army Corps of Engineers (Corps) in [insert general description of DA assistance - must relate to water resources, infrastructure development, or environmental protection].

B. Authority

This MOA is entered into pursuant to 33 U.S.C. §2323a.

ARTICLE II - SCOPE

Goods and services which the DA may provide under this MOA include delivering technical assistance to address problems related to water resources, infrastructure development, and environmental protection. Such assistance may involve planning, engineering, construction, procurement, project management, contract management, water resource development, infrastructure development, environmental protection, and such other related work as may be agreed upon in the future.

Nothing in this MOA shall be construed to require the IO to use the DA or to require the DA to provide any goods or services to the IO, except as may be set forth in individual Support Agreements (SAs).

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the DA and the IO, each party shall appoint in writing a Principal Representative to serve as the 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 IO for DA assistance under this MOA, the DA

and the IO shall conclude mutually agreed upon written agreements. These written agreements may take the form of SAs but must include, at a minimum, the same information as Department of Defense form 1144, including the following:

- detailed scope of work statement;
- schedules;
- the amount of funds required and available to accomplish the work;
- payment arrangements;
- identification of individual project managers;
- identification of types of contracts to be used (if known);
- types and frequencies of reports;
- procedures for coordinating with representatives of the host nation and of the United States in the host nation;
- a statement concerning any intellectual property rights granted to the IO by the Corps, as appropriate;
- procedures for amending or modifying the SAs;
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services;

Goods and services shall be provided under this MOA only after an appropriate SA or other written agreement has been signed by a representative of each party authorized to execute that SA or other written agreement. In the case of conflict between this MOA and an SA or other written agreement, this MOA shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the Department of the Army

The DA shall:

- provide the IO with goods and services in accordance with the purpose, terms, and conditions of this MOA and with the specific requirements set forth in SAs.
- ensure that only authorized DA representatives sign SAs.
- use its best efforts to provide goods or services either by contract or by in-house effort.
- provide detailed periodic progress, financial, and other reports to the IO, as agreed to in the SAs. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.
-inform the IO of all contracts entered into under each SA.

B. Responsibilities of the IO

The IO shall:

- for each SA, cite authority under which it is ordering DA goods or services;
- ensure that only authorized IO representatives sign SAs.
- pay all costs associated with the DA's provisions of goods or services under this MOA and ensure that each SA funding document contains a funds availability certification in accordance with the IO's normal procedures.

- draft SAs to include scope of work statements.

- except as otherwise agreed in a SA, the IO shall be primarily responsible for performing all coordination required for obtaining any permits and licenses from U.S. and host country Federal or local agencies, as necessary, for projects under each SA.

- use its best efforts to obtain in an expeditious manner duty free importations of materials, equipment, supplies, and services and other items that may be provided by the DA or its contractors for the purposes of work performed under SAs. The IO shall reimburse the DA for any duties or other charges imposed.

- use its best efforts to ensure exemption of any U.S. or third country contractors that may be employed by the DA for purposes of this MOA and subsequent SAs from host country corporate, personal, and other tax liabilities, whether imposed at the Federal, state, or municipal level.

- use its best efforts to ensure that all Corps contractors shall be exempt from value added taxes. In the event such taxes are imposed, the IO shall reimburse the DA for any taxes or other charges imposed.

- make any material, equipment, and data available to the IO available to the DA to expedite individual SAs.

- assist the DA in obtaining logistical and administrative services, to include office space, housing, transportation, and similar services, as agreed to in individual SAs.

- unless existing agreements otherwise provide for the status of DA personnel, the IO shall assist the DA in obtaining accreditation for DA personnel, including contractor personnel, as members of the administrative and technical staff of the diplomatic mission of the United States in the host country. The IO shall notify the DA in any case when the DA personnel, including contractor personnel, cannot be accredited, at a minimum, as members of the administrative and technical staff of the diplomatic mission of the United States in the host country. In the event the IO is unable for any reason to secure such accreditation for the DA personnel or contractor personnel, the DA may terminate the applicable SAs.

- except as otherwise agreed in a SA, obtain for the DA both necessary real estate interests and access to all work sites and support facilities.

- except as otherwise agreed in a SA, provide security necessary to protect the work site, material, equipment, and DA personnel and contractors present in the host country to perform work pursuant to this MOA. The IO shall pay all of the costs related to reasonable requests by the DA for adequate protection. In the case that adequate protection is not provided by the IO, the DA shall provide the same and the IO shall pay the costs.

ARTICLE VI - FUNDING

The IO shall be responsible for all costs associated with the DA's provision of goods or services under this MOA. Payment shall be in U.S. currency. While individual SAs may establish different payment schedules, the IO shall, at a minimum, provide funding for the goods or services requested in advance of any obligation by the DA to provide such goods or services.

If, during DA's provision of goods or services, the actual cost to the DA for the

goods or services is forecast to exceed the payment schedule, milestones, other progress indicators, or the total amount of funds available under the SAs, the DA shall promptly notify the IO of the amount of the additional funding that is necessary. The IO shall either provide the additional funds to the DA within thirty (30) days, 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 ninety (90) days of completing the work under an SA, the DA shall conduct a final accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the DA shall return to the IO any funds advanced in excess of the actual cost as then known, or the IO shall provide any additional funds necessary to cover the actual costs as then known. Such a final accounting shall in no way limit the IO's duty to pay for any costs, such as contract claims or other liability, 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. Unless otherwise required by law, all contract work undertaken by the DA shall be governed by DA policies, procedures, and regulations. To the extent consistent with U.S. law, all work performed under this MOA shall conform to applicable host country law. In the event of conflict with host country law, the DA may terminate any affected SA or portion thereof. The IO shall remain responsible for all costs, including liabilities, incurred by the DA under the above-referenced affected SA.

ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with U.S. Federal law and the terms of the individual contract. The DA shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613). The U.S. Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA, the contractor may bring an action directly to the United States Court of Federal Claims. The DA shall be responsible for handling all litigation involving disputes and appeals arising under or relating to contracts awarded by the DA, and for coordinating with the U.S. Department of Justice as appropriate. The DA shall notify the IO of any such litigation and afford the IO an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

In the event that the amount of an award associated with any claim or dispute exceeds the amount of funds provided for in an individual SA, the IO shall remain responsible for providing such additional amounts that will satisfy the award and all related costs.

ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the IO and the DA 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.

ARTICLE X - PAYMENT OF COSTS

The IO will hold and save the DA harmless and free from all damages arising from the assistance provided by the DA.

If liability of any kind is imposed on the United States relating to the DA's provision of goods or services under this MOA, the DA will accept accountability for its actions, but the IO shall remain responsible, as the program proponent, for providing such funds as are necessary to discharge the liability and all related costs.

ARTICLE XI - ADVERSE CONDITIONS

In the event the DA determines that, due to war, armed conflict, insurrection, civil or military strife, or other adverse condition, the safety, health, or welfare of the DA officials, employees, contractor personnel, or family members are threatened, the IO shall be responsible for any additional costs incurred by the DA to retain such personnel or secure replacements thereof, as applicable. In lieu of retention or replacement, the DA may elect to terminate the services being provided by those personnel, including terminating any applicable SA. Whether to retain, replace, or terminate services of such personnel under the foregoing circumstances shall be within the sole discretion of the DA.

ARTICLE XII - INTELLECTUAL PROPERTY

Unless otherwise prohibited by law, the DA shall have the sole right and responsibility to apply for, obtain, and maintain protection in the United States or other countries for technology or intellectual property developed by DA employees or arising under or related to contracts awarded by the DA pursuant to this MOA.

The DA shall retain and distribute any royalties or other income from any such protection to the extent allowed by law.

Unless otherwise prohibited by law, the DA may grant nonexclusive, exclusive, or partially exclusive licenses under any form of protection obtained, royalty-free or for royalties or other consideration, and on such terms and conditions determined by the DA as appropriate in the public interest. However, the DA shall grant to the IO a non-exclusive, royalty-free right to utilize the documents and work products produced under said SA.

The DA makes no express or implied warranty as to any matter whatsoever regarding technology developed by the DA, and shall not be responsible for any damages of any kind resulting from utilization of such technology.

ARTICLE XIII - PUBLIC INFORMATION

In general, the IO is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The IO or the DA 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.

Justification and explanation of the DA's programs before the U.S. Congress and other agencies, departments, and offices of the U.S. Federal Executive Branch shall be the responsibility of the DA. The IO may provide, upon request, any assistance necessary to support the justification or explanations of the programs conducted under this MOA.

ARTICLE XIV – MISCELLANEOUS

A. Other Relationships or Obligations: This MOA shall not affect any pre-existing or independent relationships or obligations between the IO and the DA.

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

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.

D. Work Review: On a biannual basis, the parties shall review the work executed under this MOA.

ARTICLE XV - 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 of this MOA or any SA hereunder, the IO shall continue to be responsible for all costs the DA incurs under this MOA or the terminated SA and for the costs of closing out or transferring any on-going contracts.

ARTICLE XVI - EFFECTIVE DATE

This MOA shall become effective when signed by both the IO and the DA.

[International Organization]	Department of the Army
_____	_____
	Robert B. Flowers Lieutenant General, U.S. Army Commanding
Date:	Date: