

Module 7 - Sample MOU (DOJ) Fillable Template



This Memorandum of Understanding (MOU) is entered into on the [number] day of [month] in [year] (herein referred to as the “Effective Date”) by and between:

[Party A: First name, last name and rank or title of person signing MOU; name and address of agency, organization, or company] (herein referred to as “Party A”) and

[Party B: First name, last name and rank or title of person signing MOU; name and address of agency, organization, or company] (herein referred to as “Party B”).

Parties may be referenced individually as “Party” and collectively as “Parties.”

[If more than two parties are taking part in the MOU, list additional parties as Party C, Party D, and so on]

PURPOSE

The purpose of this MOU 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 MOU 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 MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

[If funds or payments are required, a Memorandum of Agreement (MOA) may be more appropriate as a MOA is more formal than a MOU.]

DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

[The duration of a MOU can be specific or open ended, but should always include a clause for termination.]

DEFINITIONS

[Parties should include all relevant definitions in this section.]

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

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 MOU.]

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]

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, 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 MOU or by another MOU. *Each party agrees to bear their own financial burden of resources committed in this MOU unless otherwise specified.*

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

SPECIAL PROVISIONS (IF APPLICABLE)

[List any special provisions of conditions to this MOU 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 MOU will likely drive the level of communication necessary for a successful understanding 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 MOU may be amended upon written approval by both [all] original parties and their designated representatives.

TERM AND TERMINATION

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

Both Parties [any Party] may terminate this MOU by means of signing a termination addendum upon 30 days' written notice to the other party or parties.

[Other captions may be used in a MOU, 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]

The undersigned Parties acknowledge and agree to this MOU:

SIGNATURES

FOR

<u>[FULL NAME OF AGENCY]</u>	<u>[DATE]</u>	
<u>[Signature]</u>	<u>[Print Name]</u>	<u>[Title]</u>

FOR

<u>[FULL NAME OF AGENCY]</u>	<u>[DATE]</u>	
<u>[Signature]</u>	<u>[Print Name]</u>	<u>[Title]</u>