

Sample I

MEMORANDUM OF AGREEMENT

ESTABLISHING A JOINT PROJECT

BETWEEN THE

United States and Foreign Commercial Service

INTERNATIONAL TRADE ADMINISTRATION

U.S. DEPARTMENT OF COMMERCE

AND

The Fairfax County Chamber of Commerce

Agreement No. _____

I. PARTIES

This document constitutes an agreement between **the [name of operating unit, e.g. United States and Foreign Commercial Service (US&FCS)]** of the International Trade Administration, and **[name of qualifying partner, e.g. Fairfax County Chamber of Commerce]**, which is a **[describe the nature of the partner, i.e., whether it is a non-profit organization, research organization, or public organization or agency—under the Joint Project statute, a qualifying partner must be one of these – e.g. a public organization in the County of Fairfax, VA]**.

II. AUTHORITIES

[Name of operating unit e.g. The US&FCS] has authority to participate in the **[project/activity]** with **[name of partner e.g. Fairfax County Chamber of Commerce]** under:

- (1) 15 U.S.C. Section 1525, the Department's Joint Project Authority, which provides that the International Trade Administration may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;
- (2) **[citation to the U.S. Code, or other statutory authority that allows your operating unit to undertake the project and a brief summary of the statute/legal authority];**
and
- (3) **[if the agreement is with another Federal agency or is with a state agency, citation to the U.S. Code, other statutory authority, or state statutory authority that allows that Federal agency or state agency to undertake the project and a brief summary of the statute/legal authority].**

III. PURPOSE

Pursuant to this agreement, the parties will **[provide a clear and succinct description of the project, (e.g., Pursuant to this agreement, the parties will co-sponsor a conference, study, etc.), and provide a brief explanation of the objective and purpose of the agreement; it may be necessary to provide background so that it is clear why the International Trade Administration is undertaking this**

particular project].

This project is necessary and essential to further the mission of the International Trade Administration in that it will **[explain how it will further the mission of the International Trade Administration in relation to the statutory authorities cited--this explanation is required by internal DOC policy].**

[Name of operating unit] has determined that this project cannot be done at all or done as effectively without the participation of **[name of qualifying partner]** because **[provide an explanation why the project cannot be done at all or as effectively without the partner's participation--this explanation is required by internal DOC policy].**

IV. MUTUAL INTEREST OF THE PARTIES

This **[activity]** is of mutual interest to the parties because **[provide an explanation of how it benefits each party].**

V. RESPONSIBILITIES OF THE PARTIES

[Name of ITA operating unit e.g. US&FCS] agrees to perform the following activities and provide the following resources in support of the **[joint project activity]**:

a. **[list all activities your operating unit promises to undertake as its responsibilities under the agreement, e.g., perform research, provide speakers, create brochures, conduct a study, etc.. There must be substantial participation in the activity.]**

[Name of qualifying partner] agrees to perform the following activities and provide the following resources in support of the **[joint project activity]**:

a. **[list all activities the joint project partner promises to undertake as its responsibilities under the agreement; note that the partner's activities must be new obligations to ITA--pre-existing obligations which the party is already obligated to perform for ITA's benefit cannot be considered when determining whether the costs of the activity are "equitably apportioned" under the Joint Project statute].**

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equitably apportioned; **[provide an explanation that establishes that the costs of the project are equitably apportioned. This may be done, among other ways, by stating the percentage of overall costs, including in-kind, that each party is contributing to the project, e.g., US&FCS estimated percentage of total costs of this project are ___%. The [name of qualifying partner]'s e.g. Fairfax County Chamber of Commerce's estimated percentage of costs of this project are ___%.]**

[If it is questionable whether the costs are equitably apportioned, or if your operating unit specifically requires the preparation of a budget, it may be necessary to prepare a budget showing the value of each party's contribution to the project. If this is necessary, the agreement would include the following language: The costs of this activity are equitably apportioned. The US&FCS's estimated costs for this project are \$_____. The Fairfax County Chamber of Commerce's estimated costs for this project are \$_____. Attached is a copy of the estimated budget for this project which shows each partner's contribution to the project.]

VII. CONTACTS

The contacts of each party to this agreement are:

[Name of ITA contact]
[title of ITA contact]
[Address of ITA contact person]
phone:[phone number of ITA contact person]
fax : [fax number of ITA contact person]
E-mail: [E-mail address of ITA contact person]

[Name of other party's contact person]
[title of other party's contact person]
[address of other party's contact person]
phone:[phone number of other party's contact person]
fax : [fax number of other party's contact person]
E-mail: [E-mail address of other party's contact person]

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VIII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by all parties. The agreement will terminate on [date], but may be amended at any time by mutual consent of the parties. **[NOTE: If the agreement will last longer than 3 years, the following sentence should be included in the agreement: The parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or canceled.]**

Any party may terminate this agreement by providing ___ days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

IX. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

[The following paragraph is to be used only when the agreement is with another Federal Government partner:

Nothing herein is intended to conflict with current International Trade Administration, Department of Commerce or [name of other agency] directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to

the interest of both parties.]

[signature--must be an Operating Unit Head or official designee with authority to sign Joint Project Agreements]

[typed name]

[typed title]

[typed office at ITA]

International Trade Administration

U.S. Department of Commerce

[address]

[date]

[signature of person who has authority to commit Joint Project partner to the agreement]

[typed name]

[typed title]

[typed name of Joint Project partner's organization]

[address of Joint Project partner]

[date]