

SAMPLE MEMORANDUM FORM

[In Word Format for Downloading]

MEMORANDUM OF [UNDERSTANDING][AGREEMENT]

BY AND BETWEEN

U.S. COAST GUARD AUXILIARY [FLOTILLA/DIVISION number]

AND

[Name of other Party]

REGARDING [most general subject matter of agreement]

1. **PARTIES:** The parties to this Memorandum of [Understanding][Agreement], (hereafter known as "Agreement") are the United States Coast Guard Auxiliary [Flotilla #][Division #][District #], [city, state], an instrumentality of the federal government (hereafter referred to as "Flotilla"/"Division"/"District") and [insert here name of other party and address](hereafter referred to as [party name]).

2. **AUTHORITY:** This Agreement is authorized under the provisions of 14 USC §§821(a) and 822, and COMDTINST M16790.1F (hereafter the Auxiliary Manual).

[List any other specific applicable statutory and/or regulatory authority for both the Auxiliary and the other party, if any.]

3. **PURPOSE:** The object of this Agreement is

[set forth here the purposes and objectives of this agreement it is best done in tabular format to clear understanding]

4. **RESPONSIBILITIES:**

4.1. [set forth the duties of the Auxiliary unit including the requirement and frequency of reports]

4.2. [set forth the duties and responsibilities of the other contracting party]

[Note: the agreement might require additional numbered paragraphs, if so, then all of the following paragraphs need to be renumbered]

5. POINTS OF CONTACT' The following individuals are the points of contact for all purposes of this Agreement:

5.1. For the [Flotilla, Division, District] [Note – since individuals change it may be best to also add the following after the initial individuals a reference to any person who may subsequently hold an office or position]

5.2. [other party] insert the name and address of the initial individual and make a similar reference to the office in the company or organization which that person holds in the event of personnel change]

6. OTHER PROVISIONS:

6.1. Nothing in this Agreement is intended to conflict with the current law, regulations or directives of the United States Coast Guard Auxiliary, United States Coast Guard or the Department of Homeland Security.

6.2 If any term of this Agreement is inconsistent with any of the authorities named in 6.1, then that term will be deemed to be invalid and unenforceable, but the remaining terms and conditions of this Agreement will remain in full force and effect.

6.3 [list any other provisions]

7. EFFECTIVE DATE: This Agreement will become effective on [insert date]

8. MODIFICATION: This agreement may be modified only with the mutual written consent of both parties, signed by their authorized representatives.

9. TERMINATION: The terms of this Agreement, as modified, will remain in effect until [insert here a specific termination date, or upon completion of project, or combination, or upon agreement of the parties] This Agreement may be extended by mutual written agreement of the parties thereto. Either party may terminate this Agreement for any lawful reasons, or for no reason, by giving [insert here the time period of the notice] days written notice to the other party through the Point of Contact set forth in this Agreement.

10. ATTACHMENTS: [OPTIONAL –use paragraph if needed otherwise delete] The following documents duly initialed and dated by the parties, are attached to this Agreement and made a part of said Agreement: [list below name of document]

IN WITNESS WHERE OF, the undersigned parties have subscribed their names to this Agreement on or prior to the Effective Date set forth in a said Agreement.

Date: _____

UNITED STATES COAST GUARD AUXILIARY
Unit name and number here]

By _____
[insert name and title]

Date: _____

Approved by the DSO-L for the Auxiliary

By _____
[insert name] District Staff Office – Legal

Date: _____

[insert corporate name here]

[insert name of person and office of other party]