

[Instructions for using this Model 883e Agreement (Federal) template:

Insert the requested information any place that is bracketed and bolded. If the bracketed and bolded language contains instructions (including this paragraph), **delete** the instructions before submitting the draft agreement for review or signing the agreement.]

MEMORANDUM OF AGREEMENT

BETWEEN THE

[name of your line office/agency]
U.S. DEPARTMENT OF COMMERCE

AND

[name of qualifying partner]
Agreement No. _____

I. PARTIES

This document constitutes an agreement between the **[name of operating unit]**, U.S. Department of Commerce, and **[name of Federal partner]**.

II. AUTHORITIES

[Name of operating unit] has authority to participate in the **[project/activity]** with **[name of partner]** under:

- (1) **(For NOAA)** Pick as many of the following authorities as apply to this agreement:

(a) 33 U.S.C. § 883a, which authorizes NOAA to provide charts and related information for the safe navigation of marine and air commerce, and to provide basic data for engineering and scientific purposes and for other commercial and industrial needs, the Secretary of Commerce, is authorized to conduct the following activities:

- (1) Hydrographic and topographic surveys;
- (2) Tide and current observations;
- (3) Geodetic-control surveys;
- (4) Field surveys for aeronautical charts;
- (5) Geomagnetic, seismological, gravity, and related geophysical measurements and investigations, and observations for the determination of variation in latitude and longitude.

(b) 33 U.S.C. §883b which authorizes NOAA to disseminate data resulting from the activities herein authorized and of related data from other sources by conducting the following activities:

- (1) Analysis and prediction of tide and current data;
- (2) Processing and publication of data, information, compilations, and reports;
- (3) Compilation and printing of nautical charts;
- (4) Distribution of nautical charts and related navigational publications.

(c) 33 U.S.C. §883c, which authorizes NOAA to provide for the orderly collection of geomagnetic data from domestic and foreign sources, and to assure that such data shall be readily available to Government and private agencies and individuals, the National Ocean Survey is designated as the central depository of the United States Government for geomagnetic data, and the Secretary of Commerce is authorized to collect, correlate, and disseminate such data.

and/or

(d) 33 U.S.C. §883d, which authorizes NOAA to increase engineering and scientific knowledge by conducting developmental work for the improvement of surveying and cartographic methods, instruments, and equipments; and to conduct investigations and research in geophysical sciences (including geodesy, oceanography, seismology, and geomagnetism).

AND

- (2) 33 U.S.C. § 883e, which authorizes NOAA to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof, and to establish the terms of any agreement entered into under this section, including the amount of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including shiptime and personnel expenses, which NOAA determines represents the amount of benefits derived by the Administration from the agreement

AND

- (3) **(For Federal Partner) – List the legal authority that permits the Federal Partner to participate in this agreement (i.e., the programmatic 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 work together to distribute nautical charts," 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 NOAA is undertaking this particular project].**

IV. RESPONSIBILITIES OF THE PARTIES

[Name of NOAA operating unit] agrees to perform the following activities and provide the following resources in support of the **[activity]**:

- a. **[list all activities the operating unit promises to undertake as its responsibilities under the agreement, e.g., perform research, provide speakers, create brochures, conduct a study, etc.].**
- b. **If pertinent include a description of what logos will be used and how they will be used.**
- c. **If NOAA is contributing any costs, explain how that contribution represents the amount of benefits NOAA will be deriving from the agreement.**

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

- a. **[list all activities the partner promises to undertake as its responsibilities under the agreement]**

Any materials or statements offered to inform the public of the nature of this project, or to promote the existence of the project and the parties, shall only be released to the public upon the mutual agreement of the parties.

V. TERMS AND CONDITIONS

- a) delivery requirements
- b) amount and method of payment (e.g. whether payments will be monthly, quarterly, in advance)
- c) method and frequency of performance reporting
- d) This agreement is subject to the availability of funds.

VI. ACCOUNTING DATA

	[Name of DOC office] Funding Information	[Name of Servicing Agency] Funding Information
Agency Location Code (ALC)		
Treasury Agency code		
Treasury Account Symbol (TAS)		
Business Event Type Code (BETC)		
Business Partner Network Number (BPN)		
Accounting Classification Code Structure (ACCS)		
Requesting Agency Funding Expiration Date _____		[Hatched Area]
MM-DD-YYYY		
Project Number & Title		

VII. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective **on [date] [or when signed by the parties]**. The agreement will terminate on **[date]**, but may be amended at any time by mutual written consent of the parties.

VIII. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing ____ days written notice to the other party. If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed _____.

IX. RESOLUTION OF DISAGREEMENTS

Should disagreements 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 or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. If a dispute related to funding remains unresolved for more than 30 calendar days after the

parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

X. CONTACTS

The contacts of each party to this agreement are: *[NOTE: You must include both administrative and technical points of contact.]*

[Name of DOC contact]

[title]

[address]

phone:

fax:

E-mail:

[Name of other party's contact person]

[title]

[address]

phone:

fax:

E-mail:

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.

[signature]

[typed name]

[typed title]

[typed office at DOC]

U.S. Department of Commerce

[address]

[date]

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

[typed name]

[typed title]

[typed name of partner's organization]

[address of partner]

[date]