



# Guide to Developing a Memorandum of Agreement / Memorandum of Understanding

Unified Federal Environmental and Historic  
Preservation Review (UFR)

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# 1. Introduction

This Unified Federal Review (UFR)/Interagency Quick Guide is intended to provide guidance and links regarding preparation of a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) between components of the Federal Emergency Management Agency (FEMA), other government agencies (OGAs), or other entities. This document summarizes the MOA and MOU portions of the [FEMA Manual 112-5-1](#) as well as Department of Homeland Security (DHS) [Directive 0450.1](#).

MOA/MOUs are agreements that state how the signing parties will work together to achieve a defined purpose. More specifically, an MOU is typically a document that describes the **very broad concepts** of the parties' mutual understanding, goals, and expectations; meanwhile, an MOA is typically a document that describes the **specific responsibilities** of, and actions to be taken by, each of the parties in accomplishing a particular goal.

MOA/MOUs vary widely in scope and purpose, ranging from [disaster-specific agreements](#) that expedite Environmental Planning and Historic Preservation (EHP) reviews, to over-arching agreements between agencies such as the establishment of the UFR Process via the *Memorandum Of Understanding Establishing the Unified Federal Environmental and Historic Preservation Review Process for Disaster Recovery Projects* (UFR MOU) as signed by 11 federal agencies and departments including FEMA.

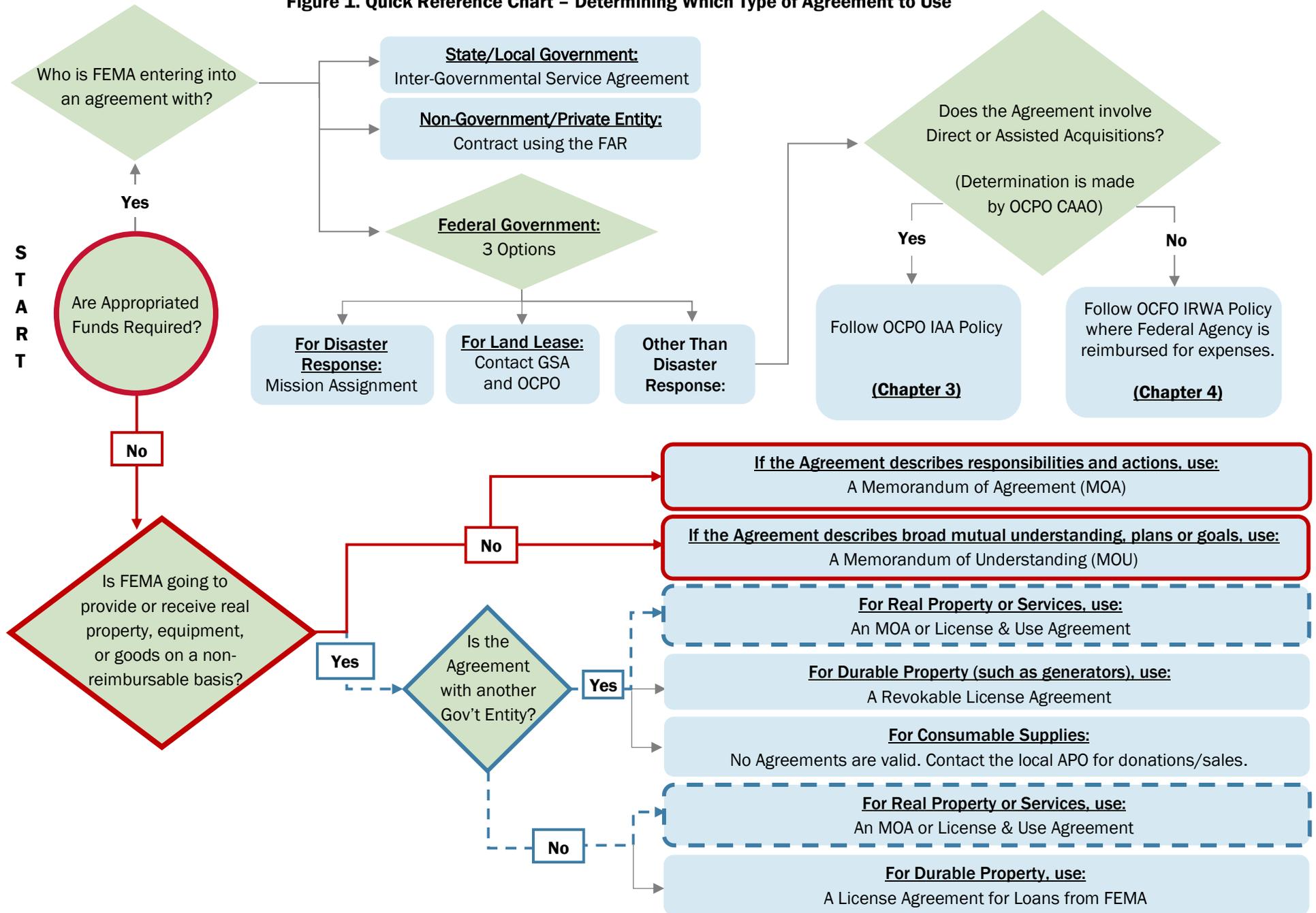
## 2. Selecting an MOA or MOU

An MOA/MOU may be used to clarify or memorialize roles, relationships, and/or expectations between one federal agency and another. An MOA/MOU may NOT serve to commit FEMA, or any other agency or department, to obligate any federally appropriated funding or to procure goods and/or services. Unlike other agreement types, such as Interagency Agreements and Interagency Reimbursable Work Agreements, FEMA may enter into MOA/MOUs with other federal government agencies as well as non-profits; state, local, tribal, or territorial (SLTT) governments; or private commercial entities.

As outlined in FEMA Manual 112-5-1 (summarized in Figure 1 below), an MOA/MOU may be used for any legal arrangement that furthers the mission of FEMA and for which FEMA has the authority to carry out the activities within the scope of the agreement. Below are a few examples:

- An MOA involving real property or services (e.g., with a state to utilize state facilities to pre-position commodities) – an MOU is not appropriate in this case because this relationship requires specific details and activities that FEMA may request or provide instead of general understanding
- An MOU with non-profit partners (like the Salvation Army) to coordinate disaster support
- An MOA with a private entity for broadcasting disaster information – an MOU is not appropriate in this case because this relationship requires specific details and activities that FEMA may request or provide instead of general understanding
- An MOA or MOU with another federal agency outlining how the other agency's employee will be embedded within FEMA's operations or will act as a liaison with the National Response Coordination Center on a non-reimbursable basis
- An MOA or MOU with another federal agency agreeing to mutual information sharing during the course of disaster response
- An MOA or MOU with another federal agency so that FEMA may request an agency's special technical skills in support of FEMA actions
- An MOU between multiple federal agencies establishing a consistent process for conducting EHP reviews across all disasters

**Figure 1. Quick Reference Chart – Determining Which Type of Agreement to Use**



### 3. MOA/MOU Format

Pursuant to DHS Directive 0450.1, every MOA/MOU should include the following basic sections and associated information. While MOAs and MOUs differ slightly in their usage and intent (i.e., very specific responsibilities of an MOA versus the broad concepts defined in an MOU), they both use the same structure and basic sections described below.

#### 3.1. Parties

List the parties to be bound by the MOA/MOU.

Template Text: *The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and [INSERT NAME OF OTHER PARTY].*

Example Text: The parties to this Agreement are the Federal Emergency Management Agency and the U.S. Army Corps of Engineers.

#### 3.2. Authority

Define and cite the legal authority for the MOA/MOU. This may include federal law, applicable DHS rules or regulations, or other relevant directives. Individual parties are likely to have their own authorities governing their entering into the MOA/MOU. For instance, the UFR MOU lists a general authority (Section 429 of the Stafford Act) along with authorities specific to each of the parties (e.g., Department of the Interior citing the Endangered Species Act, Bald and Golden Eagle Protection Act, Archaeological Resources Protection Act) that all provide for that agency's management of those resources.

Template Text: *This agreement is authorized under the provisions of [INSERT THE LEGAL AUTHORITY].*

Example Text: EPA – The authority for the Environmental Protection Agency to enter into this MOU includes Section 102(2)(G) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(G), Section 104(b)(2) of the Clean Water Act (33 U.S.C. § 1254(b)(2)), and Section 103(b)(2) of the Clean Air Act (42 U.S.C. § 7403(b)(2)).

#### 3.3. Purpose

Describe the reason the parties are entering into the MOA/MOU. This sets forth the issue to be resolved by the MOA/MOU and may contain a general description of what each party brings to the table. For disaster-specific MOA/MOUs, the purpose section will often provide a brief background summary of the disaster itself, but for more in-depth agreements or agreements between many parties, a separate Background section may be added to document the coordination and collaboration history that gave rise to the MOA/MOU.

Template Text: *The purpose of this Agreement is to set forth terms by which FEMA and [INSERT NAME OF OTHER PARTY] will provide [SERVICES, PERSONNEL, EQUIPMENT] to [SUMMARIZE WHAT THE MOA/MOU IS INTENDED TO ACCOMPLISH].*

Example Text: The parties enter into this MOA/MOU to unify and expedite the EHP reviews for Presidentially declared disaster recovery projects. This MOA/MOU is to formalize the commitments among the listed parties to work together to facilitate uniformity, consistency, and transparency by setting forth roles and responsibilities for Lead and Cooperating Agencies, establishing interagency communication protocols, and identifying environmental planning and historic preservation priorities related to this disaster.

### 3.4. Responsibilities

Describe the duties and responsibilities of the parties entering into the MOA/MOU. The description should be as specific and detailed as necessary. If the description of responsibilities extends beyond a few pages, keep the MOU description short and attach the full description of responsibilities as an attachment or appendix. Alternately, consider preparing an MOA instead of, or in addition to, the MOU.

Template Text: *FEMA will:*

- a. *[USE SUB-HEADERS TO DESCRIBE WHAT FEMA WILL DO. INCLUDE A PARAGRAPH INDICATING WHETHER FEMA IS REQUIRED TO SUBMIT STATUS/PROGRESS REPORTS, AND, IF SO, HOW OFTEN]*

*[INSERT OTHER PARTY NAME] will:*

- b. *[USE SUB-HEADERS TO DESCRIBE WHAT THE OTHER PARTY WILL DO. INCLUDE A PARAGRAPH INDICATING WHETHER IT IS REQUIRED TO SUBMIT STATUS/PROGRESS REPORTS, AND, IF SO, HOW OFTEN]*

Example Text: FEMA will serve as a Lead Agency and coordinate all project reviews for projects funded under FEMA programs related to the designated disaster, serve as a Cooperating Agency for National Environmental Policy Act (NEPA) projects funded by other authorities as appropriate, and provide technical assistance for National Flood Insurance Program related issues.

### 3.5. Reporting and Documentation

Describe the necessary follow-up reports or documentation of actions undertaken as part of the MOA/MOU. Provide this information in a separate section if the details of the reports or documentation are especially detailed. State how often and to whom reports are submitted.

### 3.6. Points of Contact

Beyond the description of the overarching parties entering into the MOA/MOU, define or list the points of contact (POCs) and responsible representatives for each of the individual parties. POC information should extend beyond individual names to include addresses, phone numbers, email addresses, and office symbols as available.

Template Text: *[IDENTIFY THE POCs FOR FEMA AND THE OTHER PARTY, INCLUDING OFFICE SYMBOL, ADDRESS, PHONE NUMBER, AND EMAIL]*

Example Text: Someone Anyperson  
Deputy Administrator, Noted Agency  
1 Presidential Street  
Washington DC 20240  
1-(234)-5678 ext. 90  
[someone.anyperson@notedagency.gov](mailto:someone.anyperson@notedagency.gov)

### 3.7. Other Provisions

These may include administrative provisions or text explaining what the MOA/MOU *does not* do.

Template Text: *Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Department of Homeland Security and FEMA or [INSERT NAME OF OTHER AGENCY]. If a term of this Agreement is inconsistent with such authority, then that term shall be severed and invalid, but the remaining terms and conditions of the Agreement shall remain in full force and effect.*

Template Text: *This Agreement is between DHS/FEMA and [INSERT NAME OF OTHER AGENCY OR SLTT] and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against [INSERT NAME OF OTHER AGENCY OR SLTT], its officers or employees, or any other person.*

Example Text: Nothing in this [MOA/MOU] is intended to or will be construed to change the legal authorities or responsibilities of the Parties, including those applicable to preliminary and final action on permits, licenses, or any other Federal Agency Decision required for federal decisions on proposed Disaster Recovery Projects.

Example Text: Nothing in this [MOA/MOU] is intended to or will be construed to restrict the Parties from participating in any other activities or arrangements with public or private agencies, organizations, or individuals.

### 3.8. Effective Date

The start date of the MOA/MOU is determined by the date that all parties have signed the MOA/MOU making it effective.

Template Text: *The terms and conditions of this Agreement is effective upon signatures by all Parties.*

### 3.9. Modification/Amendments

This section describes the ability to change the MOU, by either Party, during the effective life of the MOA/MOU.

Template Text: *This Agreement may be modified upon the mutual [written] consent of the involved parties.*

Example Text: This [MOA/MOU] may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date the amended MOU has been signed by all involved Parties.

### 3.10. Termination

Define the provisions governing termination of the MOA/MOU which may include:

- natural end date (i.e., specify duration of the MOA/MOU with end date defined by counting forward from effective date),
- accomplishment of its purpose, or
- upon mutual agreement of the parties to the MOA/MOU.

Beyond provisions for termination, the MOA/MOU will typically contain additional provisions related to the extension of the MOA/MOU and, if so, the mechanism of the extension (e.g., by written agreement between the parties). Finally, the MOA/MOU will indicate if one party can unilaterally terminate the MOA/MOU and, if so, how they would do so (e.g., usually by written notice to the other party).

Template Text: *The terms and conditions of this Agreement, as modified with the consent of both parties, will remain in effect until [DATE, COMPLETION OF PROJECT, OR UPON AGREEMENT OF PARTIES]. The agreement may be extended by mutual written agreement of the parties. Either party, upon [INSERT NUMBER] days written notice to the other party, may terminate this agreement.*

Example Text: If any Party determines that the terms of the [MOA/MOU] will not or cannot be carried out, that Party shall immediately consult with the other Parties to develop an amendment in accordance with the Modification/Amendments section above. If within thirty (30) calendar days an amendment cannot be reached, any Party may terminate the MOU upon written notification to the other Parties.

### **3.11. Approved By:**

Provide signature and date blocks for the authorized Signatories.

Template Text:

APPROVED BY:

*[GIVE THE NAME AND POSITION OF THE OFFICIAL SIGNING AND DATING FOR FEMA. IF KNOWN, GIVE THE NAME AND POSITION OF THE OFFICIAL SIGNING AND DATING FOR THE OTHER PARTY.]*

[NAME] \_\_\_\_\_

[NAME] \_\_\_\_\_

[DATE]

[DATE]

## **4. MOA/MOU Resources and Further Reading**

### **4.1. References**

[FEMA Manual 112-5-1 – Interagency & Intergovernmental Agreements](#)

[FEMA Manual 252-0-1 Detail Program](#)

[FEMA Directive 0450.1 Memorandum of Understanding and Memorandum of Agreement](#)

[Disaster-Specific Memorandum of Understanding \(UFR Library\)](#)