

Creating and Using a Memorandum of Agreement

A memorandum of agreement (MOA) is a written document describing a cooperative relationship between two parties wishing to work together on a project or to meet an agreed upon objective. An MOA serves as a legal document and describes the terms and details of the partnership agreement. An MOA is more formal than a verbal agreement, but less formal than a contract. Organizations can use an MOA to establish and outline collaborative agreements, including service partnerships or agreements to provide technical assistance and training. An MOA may be used regardless of whether or not money is to be exchanged as part of the agreement.

The components of an MOA include:

I. Purpose of the Agreement

This section states the big picture of why and how the parties came together and includes:

- a) Name of parties involved
- b) Brief description of the scope of work
- c) Financial obligations of each party, if applicable
- d) Dates agreement is in effect
- e) Key contacts for each party involved

II. Detailed Description of Roles and Responsibilities

This section identifies the mutual and joint responsibilities (collaborative tasks) and the expected result of those joint efforts. In addition, it lists the specific roles and responsibilities of each entity and clarifies the purpose of the MOA.

III. Payment Schedule if Applicable

This section should detail the amount of funding, if any, that one party will pay the other and the timing of the payment. The payment schedule should include a timeline of specific deliverables that will trigger payment.

IV. Duration of the Agreement

This segment identifies the effective date of the agreement, its term (if there is one), and how the agreement can be modified or terminated.

V. Signatures of Parties' Principals

Finally, to demonstrate agreement with the terms of the MOA, spaces are provided for the names and signatures of an official from each party who is authorized to approve agreements on the party's behalf. A space for the date the agreement was signed is also required. The MOA is not in effect until all parties have signed the MOA. Each party should then be provided with a signed original for its files.

Sample Memorandum of Agreement between a State Organization or Regional Training Center and an Intensive Site

Below is s sample MOA between a state organization and an intensive site that outlines a partnership between the two parties. The purpose of the agreement is to work together to implement a science-based teen pregnancy prevention program at the latter's agency or in its community. This MOA is only a sample and can be modified in part or in whole by state organizations and/or regional training centers to meet their specific needs and to better describe the terms of their partnerships with intensive sites in their states or regions.

Memorandum of Agreement

In 2005, <u>State Organization</u> was selected by the Centers for Disease Control and Prevention as one of nine state organizations to participate in a cooperative agreement to promote the implementation of science-based programs (SBPs) to reduce teenage pregnancy. This five-year initiative, known as Promoting Science-Based Approaches (PSBA), funds <u>State Organization</u> to assist local partners (including community-based agencies, health care providers, faith-based organizations, schools, and youth-serving programs) by providing them with technical assistance, training and resources to implement science-based teen pregnancy prevention programs within their agencies or communities.

I. Purpose of the Agreement

This Memorandum of Agreement (MOA) sets out the terms by which <u>State Organization</u> and <u>Intensive Site</u> will work together to implement a science-based program to reduce teen pregnancy within the latter's community or agency.

This agreement will remain in effect from <u>Beginning Date</u> to <u>Ending Date</u>. <u>Name/Title of Key Contact</u> will be the key contact for <u>State Organization</u> for this project. <u>Name/Title of Key Contact</u> will be the key contact for <u>Intensive Site</u> for this project. These individuals are responsible for ensuring the conduct of the activities listed below.

Through this agreement, <u>State Organization</u> agrees to provide <u>Intensive Site</u> with on-going technical assistance, training, and a seed grant of \$3,000 to assist with the implementation of a science-based teen pregnancy prevention program.

II. Roles and Responsibilities

Responsibilities of State Organization

Technical Assistance

- 1. <u>State Organization</u> will provide technical assistance at least monthly via telephone, email, and/or fax to <u>Intensive Site</u>. Topics will include: teen pregnancy statistics, causes and consequences; science-based teen pregnancy prevention programs; youth development as a prevention strategy; youth-adult partnerships; and program evaluation, among others.
- 2. <u>State Organization</u> will provide <u>Intensive Site</u> with at least two informational mailings of materials on teen pregnancy prevention. Mailings may include teen pamphlets, fact sheets, *Science and Success*, or other relevant publications.
- 3. <u>State Organization</u> will offer at least two opportunities for staff of <u>Intensive Site</u> to meet with national consultants and experts that are a part of the CDC project. These experts will be available to provide technical assistance and information updates.
- 4. <u>State Organization</u> will set up a listsery of the local partner agencies, including <u>Intensive Site</u>, to disseminate information and resources on science-based approaches/programs and teen pregnancy prevention.

Training/Site Visits

- 1. <u>State Organization</u> will provide <u>Intensive Site</u> with at least one full-day site visit to discuss the project; learn more about <u>Intensive Site</u>'s mission, vision, services and clients; and provide technical assistance on science-based approaches to teen pregnancy prevention.
- 2. <u>State Organization</u> will provide <u>Intensive Site</u> with at least one full-day training session on science-based approaches to teen pregnancy prevention.
- 3. <u>State Organization</u> will provide <u>Intensive Site</u> with at least one full-day training session on implementing a recognized science-based teen pregnancy prevention program.
- 4. State Organization will cover costs related to the trainer, including travel, per diem and materials for the training.

- 5. <u>State Organization</u> will reimburse up to \$300 for <u>Intensive Site</u> staff scholarships for in-state training related to the Promoting Science-Based Approaches project.
- 6. <u>State Organization</u> will reimburse up to \$300 for <u>Intensive Site</u> staff to be used as travel subsidies to attend designated national training/conferences for agency staff working on this CDC project.

Resources and Seed Grant

- 1. <u>State Organization</u> will provide up to \$500 for <u>Intensive Site</u> to purchase a science-based teen pregnancy prevention curriculum/program for implementation at the agency or in the community.
- 2. State Organization will administer a seed grant of \$3,000 to Intensive Site.

Evaluation

- 1. <u>State Organization</u> will provide a one day-long training and ongoing technical assistance to help <u>Intensive Site</u> staff in using the steps of the PSBA-Getting to Outcomes (PSBA-GTO) process for program planning, implementation, evaluation, and sustainability.
- 2. <u>State Organization</u> will help <u>Intensive Site</u> conduct program assessments at the beginning of the program, at the completion of the program, and at three months and six months following program completion.

Responsibilities of Intensive Site

In return for the above, <u>Intensive Site</u> agrees to implement and evaluate a science-based teen pregnancy prevention program for its youth clientele. Specifically, <u>Intensive Site</u> agrees to:

- 1. Use the steps of PSBA-GTO as appropriate, for program planning, implementation, evaluation, documentation and sustainability.
- 2. Select a program that meets the PSBA project's definition of "science-based" to implement for its youth clientele (or adapt an already existing program to meet the definition)
- 3. Implement the prevention program/science-based program, after appropriate adaptations if needed, with a selected number of youth participants.
- 4. Participate in program evaluation (both process and outcome evaluation) by agreeing to evaluate the implementation of the prevention program/science-based program and allowing youth participants of the prevention program/science-based program to complete outcome evaluation measures before and after the program is delivered.
- 5. Protect the confidentiality of any data collected from youth in outcome evaluations or any other source. Any data shared with CDC or <u>State Organization</u> for this project will be completely confidential, stripped of all identifiers, and will be sent in aggregate form.
- 6. Provide space and staff, as needed, to implement the science-based program with the client base.
- 7. Nominate and support a staff member from the agency to participate as a member of a project advisory group.
- 8. Participate in monthly technical assistance calls/visits by State Organization/CDC project staff.
- 9. Cover meeting logistics, room rental, if any, and refreshment costs associated with staff training.
- 10. Submit two reports for this project: an interim report due on <u>Date</u> and a final report due on <u>Date</u>. Each report should include:
 - a) A narrative summary of the progress achieved toward implementing and evaluating a science-based teen pregnancy prevention program.
 - b) A financial report detailing how seed grant funds were utilized.

III. Payment Schedule

<u>State Organization</u> will administer a seed grant of \$3,000 to <u>Intensive Site</u>. The seed grant must be used to conduct a recognized science-based teen pregnancy prevention program for young people served by the agency. The grant will be paid in two installments. The first \$1,500 installment will be paid upon receipt of the Memorandum of Agreement. The second \$1,500 installment will be paid pending receipt and approval of the interim progress report due on <u>Date</u>.

IV. Duration of the Agreement

This agreement will be in effect from <u>Beginning Date</u> to <u>Ending Date</u> and may be updated at any time through written agreement of each partner. Either party can terminate the agreement with 30 days written notice.

V. Signatures of Parties' Principals

If the terms of this Memorandum of Agreement are acceptable, please sign and date both copies of this agreement letter.
Keep one copy for your records and return the other to State Organization. Once State Organization has received the signed
MOA, a check for the first installment of \$1,500 will be sent to <u>Intensive Site.</u>

Thank you very much.		
Signature/Title, State Organization Principal	Date	
Signature/Title, Intensive Site Principal	Date	

Written by Barbara Huberman, MEd and Tom Klaus, MS, 2007 2007-06-07 ASH/TPP/PSBA-MOA



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