April 12, 2004

EMS TRANSMISSION 04/13/04
Instruction Memorandum No. OR-2004-063
Expires: 9/30/2005

To: All Oregon/Washington Employees

From: State Director, Oregon/Washington

Subject: Processing Memorandums of Understanding

Program Area: Memorandum of Understanding

Purpose: To update and reissue procedures for preparing a Memorandum of Understanding (MOU).

Policy/Action: The procedures outlined in Attachment 1 are to be used when preparing an MOU for signature.

The Bureau of Land Management (BLM) Oregon/Washington (OR/WA) Intranet Information Mall has been updated to provide information on completion of MOUs and/or agreements (http://web.or.blm.gov/records/Library-Records%20program/agreemou.htm). A checklist for processing an MOU and an example of contents required in an MOU are included on this site, and as an attachment to this directive. The MOUs that will be listed on this site at this time are those initiated from the Oregon State Office requiring State Director’s signature.

An MOU will be numbered by the State Office Records Administration Team and signed by the State Director when it includes two or more District Offices. If an MOU only pertains to one District, it will be numbered by the District’s Records Manager and signed by the District Manager. The original of an MOU will be maintained in the central filing area arranged by the MOU Control Number of the office having signatory authority. MOUs are classified as Permanent records which are annotated in the General Records Schedule/BLM Combined Records Schedule 16a approved by the Archivist of the United States. The electronic copy that is posted on the BLM OR/WA Intranet will be treated as a Temporary record.

Form 1220-1, Clearance Sheet, is required as the routing sheet. This form is available on the OR/WA Intranet Information Mall at http://web.or.blm.gov/records/forms/f-index.htm.

Timeframe: Effective upon receipt.

Budget Impact: None.

Background: This policy establishes statewide minimum requirements and provides general guidance. Additional


Coordination: Sherrie Reid, OR/WA Records Administrator, Cindy Fredrickson, Oregon State Office Records Manager.

Contact: If you have any questions regarding the process for MOUs, please contact Cindy Fredrickson at 503-808-6450. If you have any questions regarding the implementation of this Instruction Memorandum, or any questions regarding the Records program, please contact Sherrie Reid, Chief, Realty Records Section, at 503-808-6655.

Districts with Unions are reminded to notify their unions of this Instruction Memorandum and satisfy any bargaining obligations before implementation. Your servicing Human Resources Office or Labor Relations Specialist can provide you assistance in this matter.

Signed by
Judy Ellen Nelson
Acting Associate State Director

Authenticated by
Mary O'Leary
Management Assistant

3 Attachments
1 – Checklist for Processing MOUs and Agreements (3 pp)
2 – Clearance Sheet for routing MOU with BLM for Surname and Signature (1 pp)
3 – Example Contents of an MOU (3 pp)

Distribution
WO-560 (Room 750, LS) - 1
**Example Contents of an MOU**

BLM Subject Function Code Example: 1786  
FS File Code Example: 1580

BLM MOU Control Number Example: MOU-BLM-OR933-0301  
FS MOU Control Number Example: NFS-00-MU-11060000-013

MEMORANDUM OF UNDERSTANDING

AMONG:

List of Cooperators without Acronyms

CONCERNING:

Brief Summary of Subject of Agreement  
Example: Curatorial Services for Bryophytes and Fungi collected from Federal Lands in the Pacific Northwest

Paragraph explaining who the entities are and how they will be referred to throughout the document (use of acronyms).

I. PURPOSE

This paragraph provides a brief description of the purpose of the Memorandum of Understanding (MOU).

II. OBJECTIVE

This paragraph identifies the reasons for entering into an MOU: e.g., mutual interests and benefits, tasks to be accomplished by each party and their respective management, etc. NOTE: These tasks are related to management, protection, development, and use of the public lands and the National Forests for natural resource issues.

III. AUTHORITY

This is a listing of the regulations and policies and legal citations for entering in the type of MOU being written. These can be found at the following web site: [http://www.blm.gov/nhp/efoia/wo/fy98/ib98-100.html](http://www.blm.gov/nhp/efoia/wo/fy98/ib98-100.html).

IV. PROCEDURE

This paragraph describes specific procedures agreed upon jointly and individually by the participants. This can also be direction to the participants to complete a work plan designating authorized representatives to monitor the progress of
the work involved.

V. ADMINISTRATION

This paragraph addresses a variety of administrative issues such as: funding; records management (life cycle of the records and agreement on such topics such as records ownership, disposition, and retention); methods of dealing with conflicts between the participants; timeframe of reviewing the content of the MOU as to its adequacy; effectiveness and continuing need; the terms of renegotiating, changing, or canceling the MOU by any of the participants outlined; and addressing if this MOU supercedes any previously issued MOU, it will indicate that previous MOU’s control number(s).

Here are some standard paragraphs to use addressing some of these issues above:

1. PUBLIC RECORDS: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.

2. MODIFICATION: Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

3. NON-FUND OBLIGATING DOCUMENT: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

4. TERMINATION: Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

VI. COMPLETE LIST OF CONTACTS

This paragraph provide a list of the personnel from each agency or cooperator that will have working knowledge of the agreement and will be overseeing it’s administration.

VII. COMMENCEMENT/EXPIRATION DATE

Usually a maximum of five years is recommended except when the need is deemed as indefinite or perpetual.

Example: This agreement is executed as of the date of last signature and is effective through DATE (five years) at which time it till expire unless extended.

VIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

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(Make enough blocks for all agencies or cooperators to sign after verifying correct titles of the signers.)

Attachment 3-3