12 FAH-7 APPENDIX III SUGGESTIONS FOR HOST GOVERNMENT MEMORANDUM OF UNDERSTANDING (MOU) AND/OR MEMORANDUM OF AGREEMENT (MOA)

(TL:LGP-08;   08-10-2001)

12 FAH-7 APPENDIX III-1 GENERAL

(TL:LGP-08;   08-10-2001)

In some countries, the host government may provide all or much of the support required for the security of the mission. In these cases, it is preferable that the support provided by the host government be based upon a written understanding with the mission. This written agreement is normally called a memorandum of understanding (MOU) or a memorandum of agreement (MOA).

12 FAH-7 APPENDIX III-2 AREAS COVERED IN MOU AND/OR MOA

(TL:LGP-08;   08-10-2001)

The following are key examples and/or elements of an MOU and/or MOA between a post and the host government:

(1)   The agreement is between post and representatives of the host government, the MFA or National Police. Agreement(s) shall **not** be with individual police units or organizations. A MOU and/or MOA normally requires final approval and/or signature of the COM;

(2)   The agreement recognizes the local government may provide such services (i.e., legal basis of the arrangement, law or decree, etc.);

(3)   The agreement states liability for actions and/or inactions on the part of any guard who is a member of the host government forces is the responsibility of the host government and not of the U.S. Government;

(4)   The agreement describes the services to be provided in as much detail as possible. Numbers of guards, locations and hours of coverage should be listed in a manner similar to an Exhibit A for a NPS contract;

(5)   The agreement describes how services are ordered. For example, the regional security officer (RSO) and/or post security officer (PSO) shall request from the police headquarters, in writing, and with a minimum of 24 hour notice, the services required for each month, indicating the amount of monthly hours required as well as the locations and address where such services is to be provided. If the RSO and/or PSO does not send a request for any month, or does not inform the police headquarters of any changes in the initial request, it shall be understood that such initial request is still in force;

(6)   The agreement describes the relationship or responsibilities between police, local guards (PSA or NPS contract), MSG (if present) and the RSO and/or PSO;

(7)   The agreement describes how services will be invoiced, where to send invoices at the post, how payments will be made by the post (check made payable to _____ or lump sum cash in what currency) and to whom payments are made. Payments should not be made to individual guards by the post. The invoice should only cover the actual hours worked;

(8)   The agreement should describes how price(s) for the services are determined (key for insuring rates are reasonable) and the basis for any changes to the rates (i.e., ministry decree);

(9)   The agreement should state or describe that the man hour rates include all amounts due the police including salary, benefits, social security, severance, retirement, etc., what ever is required under local law. Under certain conditions, this may include clothing of a specific style or nature;

(10)   The agreement should specify the terms and conditions of any funding or other assistance requested by the host government;

(11)   The agreement should not provide for payment in advance. Services should be paid for after they are performed or delivered; and

(12)   The agreement describes the length of time services are to be provided and the rights of the parties to immediately terminate the

agreement by written notice to the other party.

12 FAH-7 APPENDIX III-3 MOU AND/OR MOA DEPARTMENT APPROVAL

(TL:LGP-08;   08-10-2001)

Before the post signs any final agreement with the host government, the post must send the final draft to DS/CIS/PSP/FPD for review and appropriate department clearances, e.g., L/LM/DS and regional bureau.