



Partnering for Strength: MOUs Getting Your Relationships in Print



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WHAT IS AN MOU, LOU OR SOU?

Whether you call it a Memorandum, Letter or Statement of Understanding, they all refer to a written agreement between two or more parties that articulates a specific relationship. For ease, we will refer to them as MOUs in the rest of this document.

In disaster or emergency response planning, an MOU can be a valuable tool. An MOU can serve to provide additional or alternative resources for your organization, or it can be used to clearly establish the protocols, roles and responsibilities of organizations that are coordinating their efforts in response to disaster. An MOU can also be an important piece of your public relations and marketing efforts.

Establishing an MOU with another organization can be an integral component of a comprehensive preparedness plan. MOUs can range from simple and informal, to ceremonial, to complex and legally binding formal agreements. Depending on the nature of your organization and the nature of the relationship you are documenting in the MOU, you may need to seek legal counsel.

MOUs should not be created lightly. The following is a list of key considerations for developing a meaningful MOU - one that will enhance your organization's ability to withstand disaster and/or coordinate its response with other organizations.

WHY SHOULD I SEEK AN MOU?

The development of a disaster response plan frequently involves establishing relationships with government, the private sector or other community based organizations. An MOU serves to *formalize and institutionalize* these relationships so that they will withstand the loss of key personnel or other disruptive effects of a disaster.

The following suggestions relate to MOUs created for basic agency emergency plans. These guidelines are not intended for formal, legally binding documents.

SOME THINGS TO CONSIDER

- **Statement of Commitment** –The MOU defines the actual agreements in the relationship, and the commitment statement can set the context, quality or sentiment behind the relationship.
- **Specifics** – if you need specific people or very specific resources to perform a specific function, then spell this out in the agreement.
- **What is Not Intended** – If there are specific things you do not intend for this agreement to address, replace or cover, be sure to note them.

THE KEY ELEMENTS OF A HELPFUL MOU

❑ Purpose

An MOU should clearly articulate the desired outcome of entering the agreement. This outcome should result in tangible and reliable benefits to your organization. This outcome should be clear to both parties. A third party should be able to clearly understand the commitments and promises in the MOU.

❑ Mission Statements

An MOU should include a brief description of the respective organizations and their fundamental mission.

❑ Activation Protocols

Clearly define the situations under which the MOU will be activated and the individuals with the authority to activate it.

❑ Response Procedures and Obligations

An MOU that merely outlines the potential for cooperation can be beneficial, but it is not strong enough to depend on in your response plan. A truly helpful MOU would be strong enough to oblige the respective parties to respond in a prescribed manner and answer some basic questions:

- 1) What is going to be done?
- 2) Who is going to do it?
- 3) Under what conditions / when will it happen?
- 4) Who pays for what?

❑ Out Clause

There may be circumstances under which one of the parties is unable to meet the obligations outlined in the MOU. These circumstances should be recognized and included in the document.

❑ Financial Relations

If the MOU includes a fee for service arrangement or other financial obligations, a method for determining financial payments should be clearly established. Any and all financial commitments should be spelled out clearly, with appropriate approvals and monitoring systems in place.

❑ Annual Review

MOUs should be reviewed and updated annually, or as necessary, to account for staff turnover etc. We recommend reviewing it when you set your clock forward.

❑ Termination Clause

MOUs should allow for any party involved to terminate the agreement unilaterally with an agreed upon notification period.

❑ Signature and Date

An MOU should always have signatures of the parties involved and it should be dated.

❑ Internal Review and Approval

LIKELY PARTNERS FOR MOUS

- Fellow CBOs
- Churches, mosques, synagogues, temples and other faith-based organizations
- Businesses: grocers, restaurants, drugstores, hardware stores, sports stores
- Public space: libraries, community centers
- Emergency Preparedness and Response Agencies: American Red Cross, Police, Fire, OES
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RESOURCES TO SECURE WITH AN MOU

- Volunteers
- Expertise
- Specialized equipment
- Food and water
- Repair and mitigation supplies
- Sheltering space (indoors or outdoors)
- Alternate office space
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ALTERNATE USES FOR AN MOU

- Acknowledgement of support
- Grants – proof of partnership
- Media Attention