

**[Instructions for using this Model MECEA Agreement template:** Insert the requested information any place that is bracketed and bolded. If the bracketed and bolded language contains instructions (including this paragraph), **delete** the instructions before submitting the draft agreement for review or signing the agreement.]

MEMORANDUM OF AGREEMENT

BETWEEN THE

**[name of your line office, INTERNATIONAL TRADE ADMINISTRATION  
or BUREAU OF INDUSTRY AND SECURITY]  
U.S. DEPARTMENT OF COMMERCE**

AND

**[partner]**

Agreement No. \_\_\_\_\_

I. PARTIES

This document constitutes an agreement between the **[name of line office, International Trade Administration (ITA) or Bureau of Industry and Security (BIS)]**, U.S. Department of Commerce, and **[name and description of partner]**.

II. AUTHORITIES

**[ITA or BIS]** has authority to **["provide these services to" or "engage in this project with"]** **[name of partner]** under:

- (1) **The Mutual Educational and Cultural Exchange Act (MECEA) of 1961 (22 U.S.C. §§ 2455(f) and 2458(c), as incorporated into [ITA's or BIS's] annual appropriations act, Public Law . . . .)].**
- (2) **[citation to the U.S. Code, or other statutory authority that allows your operating unit to undertake the project and a brief summary of the statute/legal authority].**

III. PURPOSE

a. Pursuant to this agreement, the parties will **[provide a clear and succinct description of the project, e.g., "pursuant to this agreement, the parties will co-sponsor a conference that will be held in Argentina on January 30, 2002 concerning telecommunications trade opportunities (or export control laws affecting) Latin America."]**

b. **[provide a brief explanation of the objective and purpose of the agreement, indicating why the Department is undertaking this particular project and the partner's interest in the project].**

#### IV. RESPONSIBILITIES OF THE PARTIES

**[ITA or BIS]** agrees to perform the following activities and provide the following resources in support of the **[activity]**:

a. **[list all activities the operating unit promises to undertake as its responsibilities under the agreement, e.g., perform research, provide speakers, create brochures, conduct a study, etc.].**

**[Name of partner]** agrees to perform the following activities and provide the following resources in support of the **[activity]**:

a. **[list all activities and contributions the project partner promises to undertake as its responsibilities under the agreement].**

**[NOTE: A MECEA agreement is a vehicle for accepting contributions from a partner. It is not an authority by which ITA or BIS can transfer funds to the partner or acquire goods or services from the partner. Other agreements, such as grants or procurement contracts, must be use for those purposes.]**

#### V. CONTACTS

The contacts of each party to this agreement are:

**[Name of DOC contact]**  
**[title of DOC contact]**  
**[Address of DOC contact person]**  
phone: **[phone number of DOC contact person]**  
fax: **[fax number of DOC contact person]**  
E-mail: **[E-mail address of DOC contact person]**

**[Name of other party's contact person]**  
**[title of other party's contact person]**  
**[address of other party's contact person]**  
phone: **[phone number of other party's contact person]**  
fax: **[fax number of other party's contact person]**  
E-mail: **[E-mail address of other party's contact person]**

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VI. PERIOD OF AGREEMENT, MODIFICATION, and OTHER PROVISIONS

This agreement will become effective when signed by all parties. The agreement will terminate on [date], but may be amended at any time by mutual consent of the parties. **[The agreement must expire by the end of the current fiscal year or have a provision stating that “ITA’s (or BIS’s) participation beyond September 30, \_\_\_\_\_ is contingent upon continued authorization for ITA (or BIS) to operate under the authority of MECEA.”]**

Any party may terminate this agreement by providing \_\_\_ days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

**Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.**

[signature]	[date]
[typed name]	
[typed title]	
[typed office at DOC]	
U.S. Department of Commerce	
[address]	

[signature of person who has authority to commit party to the agreement]	[date]
[typed name]	
[typed title]	
[typed name of organization]	
[address of organization]	