ADDENDUM TO MEMORANDUM OF AGREEMENT

BETWEEN

US ARMY INSTALLATION MANAGEMENT COMMAND

AND

(ENTITY)

This is an Addendum to the Memorandum of Agreement (MOA) between the US Army Installation Management Command (IMCOM) and (ENTITY) and (USAGs). When referred to collectively, IMCOM and (ENTITY) and (USAGs) are referred to as the “Parties.”

1. PURPOSE: To define the agreed responsibilities of the (USAGs) and (ENTITY) for the (CSP) to be held at the (USAG).

2. RESPONSIBILITIES OF THE PARTIES:

 2.1. The (USAG)–

2.1.1. Abide by MOU between IMCOM and (ENTITY) in the conduct of the (CSP).

2.1.2. Maintain a continuing liaison with (ENTITY) as well as uphold all responsibilities for inspections and the acceptance of PPI services as primary instructors for the (CSP) held on (USAG).

2.1.3. Keep (ENTITY) informed of all rules, regulations and directives regarding (USAG) (CSP).

2.1.4. Assist (ENTITY) with applying for daily base access in order to conduct training on (USAG) for the duration of the (CSP) partnership.

2.2. (ENTITY) will –

2.2.1. Take accountability of class participants and report all absentees to military installation transition office as dictated immediately, as well as a provide weekly attendance records.

2.2.3. Assume overall responsibility for the execution of the (CSP) at no cost to the service member. This program will consist of \_\_\_ weeks covering \_\_\_ curriculum groups: \_\_\_.

2.2.4. Provide a dedicated training team of qualified instructors, classroom materials and equipment needed to conduct the (CSP)**.** Class schedules and holidays will correlate with the IMCOM Holiday Observance Schedule and all Federal Holidays.

2.2.6. Fully comply with all rules, regulations and directives regarding (USAG) (CSP), on post marketing rules and regulations, and other requirements or regulations which (USAG) deems necessary.

2.2.8. Provide the requested program data and metrics to (USAG) to evaluate program effectiveness to include participant contact information.

 2.3. Both parties will –

2.3.1. Continuously evaluate (CSP) course length, curriculum, and training design to assure satisfactory outcomes for both military participants and (industry fims) that participate. Both parties anticipates periodic improvements to refine the (CSP) training program based on feedback and evaluation.

2.3.2 Make available (USAG) Soldier participants for interviewing and hiring opportunities.

3. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

4. GENERAL PROVISIONS:

 4.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

4.1.1. For the USAG–

 4.1.1.1. Position and phone number of Primary POC:

4.1.2. For (ENTITY) –

4.1.2.1. Position and phone number of Primary POC:

4.2. REVIEW OF AGREEMENT: This MOA will be reviewed annually or on or around the anniversary of its effective date for financial impacts.

4.3. INTEGRATED AGREEMENT/MODIFICATION: Modification of this agreement, upon execution, contains the entire agreement of the Parties. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative.

4.4. DISPUTES: Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

4.5. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 30 days written notice to the other Party. The MOA may also be terminated at any time upon mutual written consent of the Parties.

4.6. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the parties.

4.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA’s subject matter.

4.8. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

4.9. EXPIRATION DATE: This MOA expires on 31 October 2019.

5. NONENDORSEMENT: In accordance with the Joint Ethics Regulation, (USAG) is prohibited from endorsing or implying that will endorse any non-Federal entity, event, product, service, or enterprise. The parties recognize that this agreement does not

represent (USAG) endorsment of any other party to this agreement.

6. LIABILITY: The U.S. Army is self-funded for liability purposes. (ENTITY) is solely responsible for any injury, damage or loss sustained or incurred by any person as a result of any course of activity requirement, demonstration or exercise, or by the acts or omissions of their employees. (ENTITY) agrees that it will fully indemnify the Army and/or U.S. Government for any loss, judgement or expense resulting from any action filed against it or them in any jurisdiction arising from activities for which (ENTITY) are solely responsible.

7. NO WAIVER: No failure to exercise and no delay in exercising, any right, power or remedy hereunder on the part of the Army, USAG, (ENTITY) will operate

as a waiver thereof, nor will any single or partial exercise of any right, power or remedy prevent any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver will affect any event or default other than the event or default specified in such waiver, and to be effective, any such waiver must be in writing

and will be operative only for the time and to the extent expressly provided by the Army, USAG, (ENTITY) therein. A waiver of any covenant, term or condition contained herein will not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Nothing in this agreement will be construed as a waiver of any sovereign immunity of the Army or Fort Bragg.

AGREED:

For USAG – For (ENTITY) –

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GARRISON COMMANDER POINT OF CONTACT

COL, IN Position

Commanding Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Date) (Date)