

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, COMMAND NAME
AND
COMMANDER, COMMAND NAME
FOR
PHYSICAL READINESS PROGRAM ASSISTANCE AND RESPONSIBILITIES

Ref: (a) OPNAVINST 6110.1 Series
(b) Physical Readiness Program (PRP) Guide-1

This is a Memorandum of Agreement (MOA) between Command-A and Command-B, referred to collectively as the “Parties.”

1. PURPOSE AND SCOPE. This MOA allows Command-A and Command-B to share personnel and resources in the execution of their respective Physical Readiness Programs as described below.

2. RESPONSIBILITIES OF THE PARTIES.

2.1. Command-A will –

- Insert roles and responsibilities of Command-A here, including how personnel and resources will be shared and utilized between Commands A and B.
- Continue as needed.

2.2. Command-B will –

- Insert roles and responsibilities of Command-B here, including how personnel and resources will be shared and utilized between Commands A and B.
- Continue as needed.

3. GENERAL PROVISIONS.

3.1. Correspondence. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Command-A, to—

- NAME
COMMAND NAME
STREET ADDRESS
CITY, STATE ZIP

and, if to Command-B, to—

- NAME
COMMAND NAME
STREET ADDRESS
CITY, STATE ZIP

- 3.2. Review Of Agreement. This MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety.
- 3.3. Modification Of Agreement. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 3.4. Disputes. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 3.5. Termination Of Agreement. This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 3.6. Transferability. This MOA is not transferable except with the written consent of the Parties.
- 3.7. Entire Agreement. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 3.8. Effective Date. This MOA takes effect beginning on the day after the last Party signs.
- 3.9. Expiration Date. This MOA expires ten years from the effective date.
- 3.10. No Third-Party Beneficiaries. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a Party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.
- 3.11. Severability. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions,

and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

3.12. Other Federal Agencies. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

4. FINANCIAL DETAILS. This MOA does not provide for reimbursement between the Parties.

AGREED:

For Command-A

For Command-B

FIRST M. LAST
Commanding Officer
Command-A

FIRST M. LAST
Commanding Officer
Command-B

Date

Date