3.

MEMORANDUM OF AGREEMENT (MOA)
between
CONTRACTING AGENCY NAME
and
CUSTOMER AGENCY NAME
for
DESCRIPTION OF SERVICES

I.   **PARTIES**

The parties to this MOA are the ***CONTRACTING AGENCY***, hereafter referenced as "***CA1***" and the ***CUSTOMER AGENCY*** referenced as "***CA2***".

II.   **PURPOSE**

The purpose of this Memorandum of Agreement (MOA) is to specifically identify the scope of services to be provided, establish the authorized individual or agency as the decision-maker or owner in the agreement, as well as the financial and human resources that are required for the provision of services. This MOA will also clearly identify the roles and responsibilities of each party as they relate to providing the consolidated ***DESCRIPTION OF SERVICES*** that serve both ***CA1*** and ***CA2***.

III.   **LINES OF AUTHORITY**

1.   ***CA1*** and ***CA2*** are legislatively established as separate agencies with distinct appropriations.

2.   ***CA2*** designates ***INDIVIDUAL OR POSITION*** as having the final authority on all policy or procedural matters pertaining to ***CA2***.

3.   The relationship between ***CA1*** and ***CA2*** as defined by this MOA is one of contractor to customer.

4.   ***INDIVIDUAL OR POSITION*** at ***CA1*** and ***INDIVIDUAL OR POSITION*** at ***CA2*** will be the Contract Administrators for this MOA.

IV.   **CUSTOMER AGENCY RESPONSIBILITIES**

CUSTOMER AGENCY shall undertake the following activities during the duration of the MOA term:

1.   Ensure adherence of ***CA2*** to applicable federal and state laws and regulations and program guidelines.

2.   Participate in trainings and meetings as requested by ***CA1***.

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3. Review and approve all documentation evidencing *CA1*'s performance of services as set forth in the ***DESCRIPTION OF SERVICES*** and monitor *CA1*'s compliance with the MOA.

4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this MOA.

5. Be responsible for sharing results of security audits, internal audits or APA findings that pertain to the services set forth in this MOA and/or the supporting infrastructure with the *CA1*.

6. *Additional responsibilities should be included if required.*

V. CONTRACTING AGENCY RESPONSIBILITIES

CONTRACTING AGENCY shall undertake the following activities during the duration of the MOA term:

1. Offer trainings and meetings as necessary to meet the needs of *CA2* in order to enhance effectiveness of ***DESCRIPTION OF SERVICES*** provided per this MOA**.**

2. Be responsible for sharing results of security audits, internal audits or APA findings that pertain to the services as set forth in this MOA and/or the supporting infrastructure with the *CA2.*

3. *Additional responsibilities should be included if required*.

VI. CONTRACTING AGENCY and CUSTOMER AGENCY RESPONSIBILITIES

Both agencies shall jointly agree to undertake the following activities during the duration of the MOA term:

1. Work cooperatively to resolve any issues that arise during the course of administering this MOA.

2. Regularly monitor and evaluate the provision of services set forth by this MOA; and,

3. Modify and/or revise the scope of services as mutually agreed to in writing by both parties.

4. *Additional responsibilities should be included if required*.

VII. DESCRIPTION OF SERVICES

Enter specifics relative to the services covered by this MOA. Examples are available on the following pages.

VIII. FUNDING AND/OR PERSONNEL RESOURCES

Enter specific funding and/or personnel resources necessary to meet the requirements covered by this MOA. Examples are available on the following pages. Describe the reimbursement of funds between the parties, if any, and the form that those reimbursements will take.

IX. COMPLIANCE TO REGULATIONS

In accordance with IT Security Standard, COV ITRM Standard 501-06, Section 9.5 Data Breach Notification, if an employee from either agency, or subcontractor, or agent of either, knows or reasonably suspects that any citizen personally identifiable information obtained has been lost, stolen or otherwise subject to unauthorized access, the discovering agency shall immediately notify the other through the appropriate Program Manager and the Chief Information Security Officer (ISO) at Virginia Information Technologies Agency (VITA). The notification must include the following information:

    a. Cause(s) of the breach incident
    b. Date(s) of the breach incident
    c. Estimated size of the affected population (number of personal records)
    d. The type of data exposed
    e. Any mitigating factors

In the event of a security breach, *CA1* and *CA2* must comply with all notification actions as required by law and the COV Security Standards. Any costs associated with the breach will be the responsibility of the agency that caused the breach.

Enter additional regulations that may pertain to this MOA.

X. TERMS OF AGREEMENT

Describe the terms and conditions under which this agreement may be modified or terminated by the parties.

XI. EFFECTIVE DATE AND SIGNATURE

This MOA shall be effective upon the signature of authorized officials of *CA1* and *CA2.* It shall continue in perpetuity with yearly amendments as appropriate unless canceled in its entirety by either party in accordance with the applicable clauses contained herein. The terms will be reviewed annually. The MOA is automatically renewed unless written notice to modify the agreement is given by either party within 60 days of new fiscal year. The MOA can be terminated anytime by either party with written notice 60 days in advance of termination date.

CA1   *CA2*

_____   _____
(Signature)   *(Signature)*

_____   _____
(Print Name)   *(Print Name)*

_____   _____
(Title)   *(Title)*

_____   _____
(Date)   *(Date)*

DESCRIPTION OF SERVICES – EXAMPLES

ENTERPRISE SERVICES

Overview
CA1 has developed/acquired an automated tool/system to perform as a service-oriented solution to share application/data to better serve agencies in the Commonwealth with common needs.

CA1 offers the service-oriented solution as an accommodation to customer agencies that have the express requirement. This tool/system is a business-defined package to reduce the burden on customer agencies for duplicating effort or data entry of information already available, and to improve the timeliness and completeness of data in the Commonwealth of Virginia.

CA1 agrees to develop and use a change control notification procedure to reasonably advise *CA2* of upcoming system changes that would impact the service/tool.

Additional items to consider under this section include:
- *System enhancements*
- *Hardware and software support*
- *Administration of configuration management*
- *Overall system performance and monitoring*

JOINT USE (i.e., Shared Online Services)

Overview
CA1 has acquired an online tool/system to perform specific services that can be used by multiple agencies with the same or similar need. Use of this tool/system is shared between two or more agencies. Data will/will not be shared between the agencies.

CA1 offers the online tool/system as an accommodation to *CA2* that has the express requirement. This tool/system is a shared online service to reduce the burden on customer agencies for duplicating purchases of the same tool/system or competing tools/systems and reduce the overall cost to the Commonwealth of Virginia.

Additional items to consider under this section include:
- *User Support for CA2*
- *Specific protection for shared data (if applies)*

BACK OFFICE SUPPORT (i.e., Administrative Functions/Applications)

Overview
This MOA is entered into to support the consolidated function(s) that serve both *CA1* and *CA2.*
Both agencies will use the same tools/system/human resources to complete their respective missions.
Data will/will not be shared between the agencies.

CA1 offers the back office support as an accommodation to *CA2* that has the express requirement.
This support is shared to reduce the burden on customer agencies for maintaining personnel and
tools/systems for back office functions as well as maximizing resources at *CA1.*

Additional items to consider under this section include:
- *Specific back office support for CA2*
- *Specific protection for CA2 data (if applies)*