



**AGREEMENT FOR ACCEPTANCE OF MATERIALS
UNDER SECTION 1024 OF WRRDA 2014, AS AMENDED,
TO BE USED TO REPAIR, RESTORE, REPLACE, OR MAINTAIN A WATER
RESOURCES PROJECT**

NOVEMBER 20, 2019

APPLICABILITY AND INSTRUCTIONS:

1. The attached is provided as a template to be used in development of an agreement for accepting materials from a non-federal public entity, a nonprofit entity, or a private entity under Section 1024 of WRRDA 2014, as amended (33 U.S.C. 2325a). It does not cover the acceptance of funds or services. Separate MOAs have been developed for the acceptance of funds or services under Section 1024. Guidance on the acceptance and use of such materials is provided in the Implementation Guidance, dated September 28, 2017, for Section 1153 of WRDA 2016, which amended Section 1024 of WRRDA 2014.
2. Make all required insertions; remove this cover page; remove the open and close brackets and any instructional text; and ensure the page numbers, spacing and page breaks throughout the agreement are appropriate.
3. Following review and concurrence by the District Counsel that the acceptance of materials under Section 1024 is appropriate and that the negotiated agreement is acceptable, the District Commander may approve and sign the agreement. Any questions or concerns regarding the use of Section 1024 or the template agreement should be submitted through the MSC to the appropriate Headquarters RIT for resolution. In addition, proposed substantive deviations to the template agreement must be submitted through the MSC to the RIT for Headquarters approval.

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
[FULL NAME OF CONTRIBUTOR]
TO ACCEPT CONTRIBUTED MATERIALS
FOR CERTAIN ACTIVITIES AT THE
[FULL NAME OF FEDERAL PROJECT]

THIS MEMORANDUM OF AGREEMENT (hereinafter this “MOA”) is entered into this _____ day of _____, 20 __, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for _____ District (hereinafter the “District Commander”), and the **[FULL NAME OF THE CONTRIBUTOR]** (hereinafter the “Contributor”), represented by **[INSERT TITLE]**, together “the Parties”.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to operate, maintain, repair, restore, and replace **[Name of Project]** (hereinafter the “Project”) authorized by **[cite relevant authorization]**;

WHEREAS, Section 1024 of the Water Resources Reform and Development Act of 2014, as amended (33 U.S.C. 2325a) (hereinafter “Section 1024”), authorizes the Government to accept and use materials contributed by a non-Federal public entity, a nonprofit entity, or a private entity to repair, restore, replace, or maintain a water resources project if the District Commander determines that there is a risk of adverse impacts to the functioning of the project for its authorized purposes and acceptance of the materials is in the public interest;

WHEREAS, Section 1024 further provides that the Government may only use such materials if they comply with all applicable laws and regulations that would apply if they were acquired by the Government;

WHEREAS, the Contributor considers it in its own interest to contribute voluntarily **[identify the proposed materials that will be contributed]** (hereinafter the “contributed materials”) to be used by the Government to repair, restore, replace, or maintain the Project; and

WHEREAS, the District Commander has determined that there is a risk of adverse impacts to the functioning of the Project for its authorized purposes and that acceptance of the contributed materials is in the public interest as documented in the plan approved by the District Commander on **[Month Day, Year]**.

NOW, THEREFORE, the Government and Contributor agree as follows:

1. Within thirty (30) calendar days of execution of this MOA, the Contributor shall provide to the Government the contributed materials.
2. The Parties will arrange for delivery of the contributed materials to **[identify the delivery location/address]**.
3. The Contributor shall provide the Government with all warranty documents and instruction manuals, as applicable, for the contributed materials.
4. Ownership and warranty of the contributed materials, if applicable, shall be transferred to the Government upon the Government taking possession of the materials.
5. The Government and the Contributor agree that the contributed materials meet Government standards and have been approved by the District Commander.
6. Material handling, storage, and disposal of the contributed materials shall comply with the provisions of EM 385-1-1, Safety and Health Requirements Manual.
7. The Contributor certifies that the contributed materials were acquired in accordance with all applicable laws and regulations that would apply if they had been acquired by the Government, including but not limited to the Buy American Act (41 U.S.C. 8302).
8. The Contributor certifies that the contributed materials are free of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601–9675).
9. No credit or reimbursement is authorized, nor shall be provided, for the value of the contributed materials.
10. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the Project in the future; and nothing herein shall represent, or give rise to, obligations of the United States.
11. In the exercise of their respective rights and obligations under this MOA, the Government and the Contributor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
12. Notices.
 - a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Contributor:

[RECIPIENT'S TITLE & ADDRESS]

If to the Government:

[RECIPIENT'S TITLE & ADDRESS]

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

13. The Parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this MOA.

14. This MOA may be modified or amended only by written, mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

[FULL NAME OF CONTRIBUTOR]

BY: _____
[TYPED NAME]
[Insert Rank], U.S. Army
District Commander

BY: _____
[TYPED NAME]
[TITLE]

DATE: _____

DATE: _____