

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**INSTALLATION**

AND

American Legion Post **XXX**

SUBJECT: MOU

This MOU is between **Installation** and American Legion Post **XXX**. When referred to collectively, **Installation** and American Legion Post **XXX** are referred to as the “Parties.”

1. BACKGROUND. A primary purpose of American Legion Post **XXX** is to assist veterans and transitioning servicemembers in filing claims for the many benefits available to them through the Department of Veterans Affairs (VA). In this role, and in accordance with 38 U.S.C. section 5902, American Legion Post **XXX** has been granted recognition in the preparation, presentation and prosecution of claims under laws administered by the Secretary of Veterans Affairs.

2. PURPOSE. This MOU addresses the responsibilities of each of the Parties incident to the functioning of American Legion Post **XXX** at **Installation** and the use of available space and associated services for the purpose of providing VA-accredited representation services to servicemembers. For purposes of this MOU, the term “associated services” includes existing office furniture, machines and equipment, as well as existing lighting, heating, cooling, electricity, Internet service and local telephone service.

3. UNDERSTANDING OF THE PARTIES.

3.1 **Installation** will:

3.1.1. Provide American Legion Post **XXX** with access to **Installation** and {Choose one: [exclusive, full-time use of appropriate space in an installation facility for the sole purpose of providing VA-accredited representation services] or [non-exclusive, part-time use of appropriate space in an installation facility for the sole purpose of providing VA-accredited representation services. Use of such space may be shared on a rotating basis among other non-federal entities providing VA-accredited representation services, or be used for other governmental purposes]}. The space provided will allow for private and confidential conversations to take place between the accredited American Legion Post **XXX** representative and his/her servicemember client(s). Installation access and use of space will be provided at no cost to American Legion Post **XXX**.

3.1.2. Provide American Legion Post **XXX** with associated services as are reasonably required for the delivery of VA-accredited representation services in the space provided for that activity. Such associated services will be provided at no cost to American Legion Post **XXX**.

3.1.3. Appoint a representative to serve as the liaison between American Legion Post XXX and Installation to facilitate access to the installation and the provision of installation space and associated services. The representative will: *[MOU may include items such as those below according to local needs.]*

3.1.3.1. Distribute and maintain accountability of keys for access to facilities and office space approved in accordance with the applicable installation standard operating procedures.

3.1.3.2. Process work orders for repair and maintenance of the office space and any provided equipment.

3.1.3.3. Provide American Legion Post XXX with an emergency contact list of government activities/personnel.

3.1.3.4. Oversee all activities incident to this MOU and ensure compliance with the terms by all Parties.

3.2. American Legion Post XXX will:

3.2.1. Ensure that all American Legion Post XXX representatives provided access to Installation and the use of space and associated services under the provisions of this MOU are fully accredited by the VA for providing representation services.

3.2.2. Ensure that all activities and functions of American Legion Post XXX representatives under this MOU are restricted solely to providing VA-accredited representation services to Service members who have requested them. Such services will be provided at no cost to Service members.

3.2.3. Agree to not use provided space and associated services for American Legion Post XXX fundraising or recruitment, for the performance of internal, administrative or back-office functions of American Legion Post XXX, or for the provision of any service for which American Legion Post XXX, or a person or entity associated with American Legion Post XXX, charges a service fee, admission fee, or any other charge.

3.2.4. If the space provided is intended to be shared among other organizations offering VA-accredited representation services, agree to coordinate usage schedules directly with those organizations in a proactive, transparent, professional, and equitable manner. The Installation Representative will address all unresolved disputes between organizations that may arise under this provision and will issue a final determination that is binding on all parties to the dispute.

3.2.5. Ensure all American Legion Post XXX functions and services provided at Installation are conducted in compliance with all applicable laws, governing regulations, and this MOU.

3.2.6. Ensure all authorized American Legion Post XXX representatives functioning at Installation conduct themselves in a professional, courteous, and respectful manner that is compatible with and does not disrupt work being performed by Installation employees, contractors, or other individuals assigned to Installation.

3.2.7. Maintain the general cleanliness and good order of the space and associated services provided under this MOU. This does not include janitorial services and trash removal, which will be provided by Installation according to standard local procedures.

3.2.8. Provide the Installation representative an emergency contact list of American Legion Post XXX officers or other appropriate personnel.

3.2.9. Turn off lights and adjust heat controls and secure the provided space as directed by the Installation representative when vacating.

3.2.10. Ensure that no property is left unattended outside the provided space.

3.2.11. Obtain adequate insurance as protection against public liability claims, property damage claims, or other legal actions arising from American Legion Post XXX activities, individuals acting on its behalf, or the operation of any equipment, apparatus or device under the control and responsibility of American Legion Post XXX.

3.2.12. Obtain approval from the Installation representative prior to the introduction of any electrical equipment and/or appliances into the space provided. Approval may require the representative to consult with and receive final approval from the installation fire department or other authorities.

3.2.13. Obtain approval from the Installation representative prior to the storage, preparation and service of food in the space provided. Once approved, all food must be stored, prepared and served consistent with installation standards and procedures.

3.2.14. Comply with all installation security requirements and procedures.

3.2.15. Fully comply with the above responsibilities. The Installation representative will notify American Legion Post XXX of any deficiencies regarding the above standards. American Legion Post XXX will have 24 hours to correct any deficiencies noted by the Installation representative. Failure to correct a deficiency within the time prescribed or the accumulation of three or more deficiencies within a three-month period will result in an evaluation and determination as to whether the American Legion Post XXX may continue to access Installation and use the space and associated services provided under this MOU.

4. 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.

5. GENERAL PROVISIONS.

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

5.1.1. For **Installation**:

5.1.1.1. **[Name, position, telephone number, email address]**

5.1.2. For American Legion Post **XXX**:

5.1.2.1. **[Name, position, telephone number, email address]**

5.2. CORRESPONDENCE. All correspondence to be sent and notices given pursuant to this MOU will be addressed to:

5.2.1. If for **Installation**:

5.2.1.1. **[Name, position, mailing address]**

5.2.2. If for American Legion Post **XXX**:

5.2.2.1. **[Name, position, mailing address]**

5.3. FUNDS AND MANPOWER. This MOU does not document or provide for the exchange of funds or manpower between the Parties nor does it make any commitment of resources other than as specifically provided under this MOU.

5.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

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

5.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated at will by either Party.

5.7. TRANSFERABILITY. This MOU is not transferrable except with the written consent of the Parties.

5.8. LIMITATIONS.

5.8.1. This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United

States, its departments, agencies, or entities, its officers, employees or agents, or any other person.

5.8.2. The provision of space to American Legion Post **XXX** pursuant to this MOU does not constitute a leasehold interest, unless the requirements of section 2667 of title 10, U.S. Code, and other applicable law, are met.

5.8.3. Nothing in this MOU constrains the authority of **Installation** to restrict or revoke access, or to withdraw the provision of available space and associated services provided pursuant to this MOU when warranted by mission requirements, security constraints, a lack of available space or non-compliance with the terms of the MOU between **Installation** and American Legion Post **XXX**.

5.9. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.10. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.

5.11. EXPIRATION DATE. This MOU expires on **[date no earlier than three years after effective date]**

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**[Installation commander]**  
**Installation**

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Date

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**[VSO/MSO authorized representative name]**  
American Legion Post **XXX**

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Date