

The following is an example of a Memorandum of Understanding (MOU) by which an agency may enter into an agreement with the GSBCA for the provision of alternative dispute resolution services. It is suggested only as a model. Its provisions may be modified, or other forms used, as circumstances warrant.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN GENERAL SERVICES ADMINISTRATION BOARD OF CONTRACT APPEALS AND [AGENCY]

The [agency] and the General Services Administration Board of Contract Appeals (GSBCA) agree that the GSBCA shall provide to the [agency], when jointly requested by the [agency] and the other party to a dispute, alternative dispute resolution (ADR) services in connection with contract-related matters.

The GSBCA shall provide necessary personnel resources, conference and hearing rooms (where needed), and incidental equipment and supplies directly related to any ADR services provided pursuant to the terms of this agreement. All services will be provided on a reimbursable basis, in accordance with the following terms:

1. The [agency] will reimburse the GSBCA for all direct costs and reasonable overhead costs allocable to the services provided pursuant to this memorandum.¹
2. Billing for reimbursement for ADR services will be effected on a quarterly basis and will be submitted to the [agency] by the GSA Office of Finance, Accounting Control Branch. ADR services will be billed to:

Agency Location Code: _____

3. The cost elements of each assigned matter for which services are provided by the GSBCA will be kept separate by GSBCA docket number.

The points of contact responsible for administration of this memorandum of understanding are:

[Agency] :	[Name]
	[Title]
	[Address]
	[Telephone Number]

GSBCA:	Margaret S. Pfunder
	Chief Counsel, Board of Contract Appeals
	General Services Administration
	Room 7022
	1800 F Streets N.W.
	Washington, DC 20405

(202) 501-0585

¹ If the agency desires to divide these costs with the other party to a dispute, it shall do so by separate arrangement. The [agency] agrees to be responsible for reimbursing the GSBCA for all of these costs.

This memorandum shall remain in effect until terminated by either party upon 60 days notice to the other party. In the event of termination, however, this agreement shall continue to apply to all ongoing proceedings covered by the agreement.

[AGENCY]

BY:

[Name]

TITLE:

DATE:

GENERAL SERVICES ADMINISTRATION:

BY:

Stephen M. Daniels

Chairman, Board of Contract Appeals

TITLE:

DATE: