

MEMORANDUM OF UNDERSTANDING BETWEEN

TRAINING PROVIDER

AND

"XYZ" COORDINATING GROUP

I. PURPOSE

The XYZ Coordinating Group (*Insert abbreviation*), through its Training Committee or Board, has broad responsibility for the coordination of resources within the XYZ Geographic Area including the management of trainees and the oversight of training and training instructors of member agencies. The XYZ believes that to provide the highest level of safety and productivity, all resources utilized for incident response within the XYZ must meet or exceed all training, experience, and physical fitness standards identified in the National Wildfire Coordinating Group (NWCG) Wildland and Prescribed Fire Qualification System Guide (Publication Management System (PMS) 310-1).

The purpose of this MOU is to provide a framework for cooperation and coordination between the parties concerning emergency incident response training (e.g. wildland fire, prescribed fire, etc.) of XYZ non-member entities.

WHEREAS, XYZ will only recognize _____ (Training Provider) when formal agreements are in place.

WHEREAS, XYZ will only recognize NWCG courses that have covered all course objectives and include all of the prescribed course material and have been presented by an instructor that meets instructor qualifications in accordance with National Fire Equipment System (NFES) 2226, "NWCG Course Coordinators Guide", "Field Managers Course Guide", and NWCG course-specific instructor requirements.

WHEREAS, the Training Provider has individuals who meet or exceed the NWCG instructor qualifications.

THEREFORE, the XYZ will recognize and accept the training provided by a Training Provider when all of the provisions of this agreement are met.

II. AUTHORITY

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between the _____ (Training Provider), hereinafter referred to as _____, and the XYZ COORDINATING GROUP, hereinafter referred to as the **Abbreviation** under provision of the charters and/or other authorities of each organization.

III. RESPONSIBILITIES

A. XYZ Coordinating Group agrees to:

1. Meet or exceed the guidelines contained in the NWCG position paper on Contractor Training and Qualifications approved by the National Wildfire Coordinating Group (NWCG) (See Exhibit 1).
2. Provide NWCG instructor qualification requirements for emergency incident response training courses.
3. Identify to _____ (Training Provider) the source for obtaining training materials and other supporting materials necessary to meet the provisions of this MOU.
4. Allow _____ (Training Provider) to issue NWCG Certificates of Course Completion.
5. Recognize _____ (Training Provider) Certificates of Course Completion issued to students who successfully complete courses presented under this MOU.
6. Monitor the quality of the training provided and records maintained by _____ (Training Provider) to verify that the training and records are in compliance with the established standards.
7. Develop a monitoring plan to insure that _____ (Training Provider) instructors are fully qualified in compliance with the established standards.
8. Recognize _____ (Training Provider) instructors who have been certified in accordance with NWCG standards and this MOU.

B. XYZ Coordinating Group will not:

1. Qualify or certify _____ (Training Provider) or its members' instructors or students.
2. Authorize _____ (Training Provider) to use any federal or state shield or insignia unless a license for such use is obtained in advance.

C. Training Provider agrees to:

1. Provide emergency incident response training that meets or exceeds NWCG standards for course, content, and objectives. Course materials may be augmented with appropriate related materials and/or information, but required course material shall not be substituted with non-standard materials or information.
2. Supply course/student with training and evaluation materials.
3. Maintain student records on individuals successfully completing courses presented under this MOU for a minimum of 3 years or the life of the MOU, whichever is greater. As a minimum, these records should contain the following: course title, hours of instruction, location, and dates; instructor(s) name(s), level of instructor certification, and company affiliation; and trainee name.

4. Provide XYZ Coordinating Group written notification of course dates, time schedule, location, and Lead Instructor for all courses sponsored by _____ (Training Provider) or its membership. Such notification shall be provided at least seven (7) calendar days in advance of the course starting date. When courses must be scheduled to meet emergency training needs, the XYZ Coordinating Group's MOU representative may waive this seven (7) day notification. Requests for waiver may be made by phone call or fax. Waivers granted under such emergency requests will not be reduced below 48 hours.
5. Provide XYZ Coordinating Group or its representative access to student records upon request.
6. Use only instructors who meet NWCG instructor standards identified in NFES 2226, "NWCG Course Coordinators Guide", "Field Managers Course Guide", and NWCG course-specific instructor requirements. Interpreters (e.g. bilingual interpreters), if used, will either meet NWCG instructor standards or will be paired with a qualified instructor. "Paired with" means that a qualified instructor shall be present in the classroom or field exercise at all times instruction is presented by an interpreter who is not instructor certified.
7. Evaluate tasks in the student's Position Task Book that are eligible for evaluation in a classroom or field exercises setting in accordance with APPENDIX A, Position Task Book Administration, of the Wildland and Prescribed Fire Qualification System Guide (PMS 310-1).
8. Issue to individuals successfully completing the training presented, Certificates of Course Completion with Association's logo and name that are signed by the Lead Instructor. Member companies may add their logo and/or name to the Association's certificate.
9. Verify instructor records to ensure that instructors meet or exceed NWCG Instructor qualifications.
10. Maintain qualification records on all Unit and Lead Instructors authorized by _____ (Training Provider) to instruct courses. These records must contain documentation necessary to verify that instructors meet the requirements for the each course.
11. On an annual basis, provide XYZ Coordinating Group a current list of instructors that indicates their instructor qualifications by course, for which they are qualified, that are covered by this MOU. The list shall give their full name, company affiliation and an example of their legal signature. As instructors are added or instructor qualifications change, a new list shall be provided to XYZ Coordinating Group.
12. Provide XYZ Coordinating Group or its representative access to instructor records upon request. Maintain student evaluations and provide XYZ Coordinating Group and provide copies upon request.
13. Assure that a minimum of one qualified Lead Instructor is present to ensure the delivery of each course presented by _____ (Training Provider) or its membership meets or exceeds the standards for instructional objectives contained in each course package. The Lead Instructor should also perform other normal Lead Instructor responsibilities to include:

- a) Screen students to ensure they meet all prerequisites (training and experience) to attend training course.
- b) Evaluate and recommend certification of unit instructors.
- c) Hold cadre meetings as necessary.
- d) Assure unit and final exams are administered properly as identified in PMS 907, Course Coordinator's Guide.

14. Monitor the quality of the training provided and records maintained by their certified instructors to verify that the training and records are in compliance with the established standards.

D. **XYZ Coordinating Group** and _____ (Training Provider) mutually agree that:

We will meet annually or as needed, prior to December 1; to review this MOU and that the MOU may be revised as necessary during that meeting or by the issuance of a written amendment signed and dated by all parties.

Either party may terminate this agreement by providing a 60-day written notice, except as provided below:

Failure by _____ (Training Provider) or its membership or recognized instructors to meet the requirements of this MOU will result in **XYZ Coordinating Group** not recognizing any students graduating from below-standard courses and may result in **XYZ Coordinating Group** suspending this MOU until the deficiency/deficiencies are corrected. A suspension will cause the _____ (Training Provider) and its recognized instructors to be ineligible to meet the applicable requirements of providing instruction of any courses to contractors or their employees. Contractors that have students who graduated from a below-standard course will be ineligible to participate under an existing Interagency Firefighting Crew Agreement and Interagency Engine/Tender Request until able to meet the qualifications.

XYZ Coordinating Group will give written notice to _____ (Training Provider) when a failure to comply with the provisions of this MOU is discovered and verified through an appropriate investigation of the facts.

The written notification will provide the detailed findings of non-compliance or sub-standard training, will identify the Lead Instructor involved (if any), and recommended corrective action necessary and time frame for the _____ (Training Provider) to have the suspension removed.

IV. NON-FUND OBLIGATING DOCUMENT

This is not a fiscal obligating document. Any reimbursement, contribution of funds, or transfer of anything of value between the parties to this document will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This document does not provide such authority. Specifically, this document does not establish authority for non-competitive award to the training provider of any contract or other agreement.

V. MODIFICATION

Changes within the scope of this document shall be made by the issuance of a bilaterally executed modification.

VI. FREEDOM OF INFORMATION ACT (FOIA)

Any information furnished to the XYZ Coordinating Group under this document is subject to the Freedom of Information Act (5 U.S.C. 552) and Privacy Act.

VII. DESIGNATED REPRESENTATIVES

The XYZ Coordinating Group representative to contact for questions or issues arising out of this MOU is:

Insert Name, Address, and Phone Numbers

The _____ (Training Provider) representative to contact for questions or issues arising out of this MOU are:

Insert Name, Address, and Phone Numbers

VIII. EFFECTIVE DATE

In WITNESS WHEREAS, the parties hereto have executed this MOU as of the date listed below.

Representing: (Training Provider)

_____ Date

(Name: Please Print)

(Signature)

Representing: **XYZ Coordinating Group**

_____ Date

(Name: Please Print)

(Signature)