# Memorandum of Understanding (MOU) for Avoiding Duplication of Benefits

**Updated: March 7, 2023**

Purpose  
The U.S. Small Business Administration (SBA) provides low-interest, long-term disaster loans to businesses of all sizes, private nonprofit organizations, homeowners and renters following a declared disaster. Through the disaster loan program, SBA has collected certain data which may be useful to states, territories, tribes, and local government jurisdictions and voluntary agencies in developing or updating various plans, including but not limited to response, recovery or mitigation plans and/or identifying a duplication of benefits (DOB) when administering their disaster assistance programs. SBA will share relevant data with states, territories, tribes, and local government jurisdictions and voluntary agencies; however, if the data contains personally identifiable information (PII) a Memorandum of Understanding (MOU) must first be prepared and signed by both SBA and the authorized requesting party. The purpose of the MOU is to avoid duplication of benefits. Certain information may be available without an MOU. [SBA disaster loan information](https://data.sba.gov/organization/disaster) is publicly available.

MOUs are available for parties to avoid duplication of benefits. The following pages include an MOU template (Appendix A) and a menu of commonly requested data fields that SBA may provide (Appendix B). SBA can make the data available to the State or local government in various formats, including excel, portable document format (PDF), and comma-separated values (CSV). The MOU may include only those listed data fields that are relevant to the issuance of a grant, loan, or other benefit under the requestor’s program.

## Instructions

1. Review the attached pages and complete MOU draft template.
2. Submit first draft of MOU to SBA for review (see contact information below). SBA will review draft and make edits, if necessary. If no changes are required, SBA will inform the requesting party that the MOU may be signed by the authorized signing official.
3. Return a signed electronic copy of the MOU draft to SBA. Once received, SBA will review, sign and return a copy of the executed MOU to the requestor for their records.
4. Once the MOU has been signed by both parties, SBA will run the initial request for data and begin providing regular reports per the reporting schedule set by the terms in the MOU.
5. **Please ensure all edits stay in red or track-changes. Failure to do so may delay the MOU process.**

## SBA Points of Contact

To submit a draft MOU, or for any questions, please email Alejandro Contreras at [alejandro.contreras@sba.gov](mailto:alejandro.contreras@sba.gov) and copy [DisasterDataSharing@sba.gov](mailto:DisasterDataSharing@sba.gov).

To contact by phone, please call (202) 205-6734.

**Memorandum of Understanding**

**Between the**

**U.S. Small Business Administration**

**and the**

**[Name of State, Territory, Tribe, or Local Government Jurisdiction, or Voluntary Agency]**

### I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is to establish procedures by which the U.S. Small Business Administration (“SBA”) may exchange data, subject to the Privacy Act, with the [name of state, territory, tribe, or local government jurisdiction, or voluntary agency here] represented by [name of program office here, if applicable]. The exchange of this information is important to avoid a duplication of benefits for individuals and businesses receiving assistance under federal disaster [FEMA and SBA disaster numbers].

### II. BACKGROUND

On [date of declaration], a Presidential Major Disaster Declaration was declared, as requested by the Governor [or tribal government chief executive] of [name of state or tribe] in response to [type of event]. As a result of this declaration SBA can make direct loans available through its disaster loan program to disaster survivors for uncompensated home and business losses.

[Name of program office] manages the [name of state, territory, tribe, or local government jurisdiction, or voluntary agency disaster assistance program].

The purpose of this program is to provide [grants and/or loans] to [types of disaster survivors; homeowners, renters, businesses, non-profits, etc.] The [grants and/or loans] are available for [type of damages covered].

[Provide the name of the program and a brief description regarding it. Include the following information:

What is the program?

What kind of funding is being provided, and what is the source of the funding?

What is eligible, and who is eligible to apply?]

As outlined in this agreement, SBA is providing loan information to [name of state, territory, tribe, or local government jurisdiction, or voluntary agency] on applicants/borrowers that applied for SBA disaster loan assistance under disasters [FEMA and SBA disaster numbers] for the purpose of avoiding a duplication of benefit (DOB). In addition, SBA will provide [additional information agreed upon, if any, with the state, territory, tribe, or local government jurisdiction, or voluntary agency].

### III. AUTHORITY

The legal authority for sharing this information is § 312(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), which authorizes agencies to ensure that assistance provided by each is not duplicated by another source.

SBA provides its disaster assistance loan programs under the authority of section 7(b) of the Small Business Act (15 U.S.C. § 636 (b)).

### IV. ROLES AND RESPONSIBILITIES

1. SBA will:
   1. Provide the information listed in Appendix A regarding home and business disaster loan applicants from the federal disaster declaration [FEMA and SBA disaster numbers].
   2. As applicable and upon request, provide individual business borrower data for the data fields listed in Attachment Afor the requested SBA borrowers under federal disasters [federal and SBA disaster numbers]. By submitting such a request, [state, territory, tribe, or local government jurisdiction, or voluntary agency] will be confirming that the requested borrowers have also applied for program funds and have agreed to allow SBA to share their SBA business disaster loan application information with [state, territory, tribe, or local government jurisdiction, or voluntary agency].
   3. Provide a point of contact person to facilitate communication between SBA and [state, territory, tribe, or local government jurisdiction, or voluntary agency.]
2. [State, territory, tribe, or local government jurisdiction, or voluntary agency] will:
   1. Provide SBA with a listing of grant/loan recipients, including the amount of award, the disaster damaged address, what the funds are for and other unique identifier, if available (SBA Application Number, FEMA Registration Number, etc.) [Identify how the data will be formatted and with what frequency data will be shared.]
   2. Provide a point of contact person to facilitate communication between [state, territory, tribe, or local government jurisdiction, or voluntary agency] and SBA.

### V. POINTS OF CONTACT

|  |  |
| --- | --- |
| **SBA**  Alejandro Contreras  Director, Disaster Lending Communication and Coordination Division  409 3rd Street SW  Washington, DC 20416  (202) 309-3345  alejandro.contreras@sba.gov | **[Requestor Name]**  [Name Title]  [Street Address]  [City, State and Zip Code Phone]  [Email] |

### VI. TERM, TERMINATION AND AMENDMENT

This Agreement will take effect when signed by both parties and continue for 18 months unless sooner terminated. This Agreement may only be amended upon written mutual consent of both parties. Either party may terminate its participation with 30 calendar days written notice to the other party.

### VII. PROTECTION OF DATA

Any data obtained from the other party may only be used for the purpose of verifying whether a duplication of benefits has occurred. All personal and confidential information provided by SBA pursuant to this Agreement belongs to, and will remain the property of SBA. Both parties agree to strictly control the use and retention of any personal and confidential information provided by the other party so that only those personnel who have a need to know have access to such material. No further dissemination or use of material provided by SBA is authorized without written permission of SBA. [State, territory, tribe, or local government jurisdiction, or voluntary agency] will refer those who request personal and confidential information provided by SBA to the SBA point of contact named in this Agreement.

Each party’s responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.

Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (PII). Both parties agree that there will not be computer matching.

### VIII. GENERAL TERMS

1. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of SBA. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by SBA and [state, territory, tribe, or local government jurisdiction, or voluntary agency] in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
2. SBA and [state, territory, tribe, or local government jurisdiction, or voluntary agency] further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.
3. All records and data will be subject to existing federal and state record retention requirements.

### IX. SIGNATURE

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

U.S. Small Business Administration [Requestor Name]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Jihoon Kim  Director, Financial Program Operations  Office of Capital Access | Date |  | [Name]  [Position/Title] | Date |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| APPENDIX A | |  |  |  |
|  |  |  |  |  |
| **Data Fields** | |  |  |  |
|  |  |  |  |  |
| NOTE: Due to Privacy Act protections of disaster loan data, SBA may only share information that is relevant to the state, tribal nation or local government’s decision to issue a grant, loan, or other benefit under its program. The list below includes commonly requested data fields. Please contact SBA if the data field you require is not listed here. | | | | |
|  |
| **#** | **Data Field** |  | **#** | **Data Field** |  |
| 1 | Application Nbr |  | 51 | Verified up53 Leasehold Improvements |  |
| 2 | Loan type |  | 52 | Approved EIDL |  |
| 3 | Acceptance date |  | 53 | Approved up01 Personal Property |  |
| 4 | Summary Declined Ind |  | 54 | Approved up02 Motor Vehicle |  |
| 5 | Auto Declined Ind |  | 55 | Approved up18 Real Estate Relocation |  |
| 6 | SBA Status |  | 56 | Approved up17 Real Estate Repair |  |
| 7 | FEMA Declaration Number |  | 57 | Approved up19 Real Estate Reconstruction |  |
| 8 | FEMA Registration Number |  | 58 | Approved up20 Landscaping |  |
| 9 | SBA Disaster Number |  | 59 | Approved up24 Debris Removal |  |
| 10 | SBA Physical Declaration Number |  | 60 | Approved up25 Other Land Improvements |  |
| 11 | SBA Decision Date |  | 61 | Approved up26 Mitigation |  |
| 12 | Primary Applicant Name |  | 62 | Approved up41 Code Required Elevation |  |
| 13 | Primary applicant Soc. Sec. # |  | 63 | Approved up50 Inventory |  |
| 14 | Family Size |  | 64 | Approved up51 Machinery & Equipment |  |
| 15 | Current Loan Amt |  | 65 | Approved up52 Furniture and Fixtures |  |
| 16 | Verified loss |  | 66 | Approved up53 Leasehold Improvements |  |
| 17 | Current total verified loss |  | 67 | Approved up58 Refinance |  |
| 18 | SBA Loan Number |  | 68 | Current EIDL |  |
| 19 | Total amount disbursed |  | 69 | Current up01 Personal Property |  |
| 20 | Physical amount disbursed |  | 70 | Current up02 Motor Vehicle |  |
| 21 | EIDL disbursed |  | 71 | Current up18 Real Estate Relocation |  |
| 22 | DP Property street address |  | 72 | Current up17 Real Estate Repair |  |
| 23 | DP City |  | 73 | Current up19 Real Estate Reconstruction |  |
| 24 | DP State |  | 74 | Current up20 Landscaping |  |
| 25 | DP Zip |  | 75 | Current up24 Debris Removal |  |
| 26 | DP County |  | 76 | Current up25 Other Land Improvements |  |
| 27 | Applicant Type |  | 77 | Current up26 Mitigation |  |
| 28 | Organization Type |  | 78 | Current up41 Code Required Elevation |  |
| 29 | Legal Name |  | 79 | Current up50 Inventory |  |
| 30 | Mailing Street Address1 |  | 80 | Current up51 Machinery & Equipment |  |
| 31 | Mailing City |  | 81 | Current up52 Furniture and Fixtures |  |
| 32 | Mailing State |  | 82 | Current up53 Leasehold Improvements |  |
| 33 | Mailing Zip |  | 83 | Current up58 Refinance |  |
| 34 | Phone |  | 84 | Loan note date |  |
| 35 | email Address |  | 85 | Term months |  |
| 36 | Account Name |  | 86 | Interest rate |  |
| 37 | Reason Codes |  | 87 | Payment amount |  |
| 38 | Verified up01 Personal Property |  | 88 | Payment frequency |  |
| 39 | Verified up02 Motor Vehicle |  | 89 | NAICS code |  |
| 40 | Verified up18 Real Estate Relocation |  | 90 | Trade name |  |
| 41 | Verified up17 Real Estate Repair |  | 91 | Federal ID |  |
| 42 | Verified up19 Real Estate Reconstruction |  | 92 | Number of employees |  |
| 43 | Verified up20 Landscaping |  | 93 | Last disb date |  |
| 44 | Verified up24 Debris Removal |  | 94 | Cancel ind |  |
| 45 | Verified up25 Other Land Improvements |  | 95 | Cancel date |  |
| 46 | Verified up26 Mitigation |  | 96 | Cancel code |  |
| 47 | Verified up41 Code Required Elevation |  | 97 | Gross annual income |  |
| 48 | Verified up50 Inventory |  | 98 | Insurance for this loss |  |
| 49 | Verified up51 Machinery & Equipment |  | 99 | Insurance total |  |
| 50 | Verified up52 Furniture and Fixtures |  |  | **Updated: March 7, 2023** |  |