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Administration
Support Agreements

*This regulation supersedes AE Regulation 1-7, 4 December 2006.

For the Commander:

BYRON S. BAGBY
Major General, GS
Chief of Staff

Official:



DWAYNE J. VIERGUTZ
Chief, Army in Europe
Document Management

Summary. This regulation prescribes policy and procedures for preparing, coordinating, and negotiating support agreements entered into by Army organizations in Europe.

Summary of Change. This regulation has been completely rewritten.

Applicability. This regulation applies to HQ USAREUR/7A staff offices, USAREUR major subordinate and specialized commands (AE Reg 10-5, app A), and IMCOM-Europe.

Supplementation. Organizations will not supplement this regulation without USAREUR G8 (AEAGF-IA) approval.

Forms. AE and higher level forms are available through the Army in Europe Publishing System (AEPUBS).

Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to AR 25-400-2. Record titles and descriptions are available on the Army Records Information Management System website at <https://www.arims.army.mil>.

Suggested Improvements. The proponent of this regulation is the USAREUR G8 (AEAGF-IA, DSN 370-8233). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G8 (AEAGF-IA), Unit 29351, APO AE 09014-9351; fax DSN 370-4002; or e-mail: urg8iad@eur.army.mil.

Distribution. B (AEPUBS).

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SECTION I GENERAL

1. PURPOSE

This regulation—

- a. Implements Department of Defense Instruction (DODI) 4000.19.

b. Applies to interservice and intragovernmental memorandums of understanding (MOUs), memorandums of agreement (MOAs), and support agreements between USAREUR, IMCOM-Europe, or both, and other U.S. Government departments, agencies, services, and activities.

c. Divides responsibilities for specific types of agreements as follows:

(1) Mission-related support agreements are the responsibility of the USAREUR G8.

(2) Base operations (BASOPS) support agreements are the responsibility of IMCOM-Europe.

2. REFERENCES

a. Publications.

(1) The Economy Act: Section 1535, Title 31, United States Code (31 USC 1535), Agency Agreements.

(2) Federal Acquisition Regulation (<http://www.arnet.gov/far>).

(3) DOD 5500.7-R, Joint Ethics Regulation (JER).

(4) DOD Instruction (DODI) 4000.19, Interservice and Intragovernmental Support.

(5) AR 25-400-2, The Army Records Information Management System (ARIMS).

(6) AE Regulation 10-5, Headquarters, United States Army Europe.

b. Forms.

(1) DD Form 448, Military Interdepartmental Purchase Request.

(2) DD Form 1144, Support Agreement.

(3) DA Form 2028, Recommended Changes to Publications and Blank Forms.

3. EXPLANATION OF ABBREVIATIONS AND TERMS

The glossary defines abbreviations and terms.

4. RESPONSIBILITIES

a. CG, USAREUR/7A. The CG, USAREUR/7A, will ensure the USAREUR G8 complies with applicable laws, regulations, and policy on agreements.

b. USAREUR G8. The Agreements Division (UAD), Office of the Deputy Chief of Staff, G8, HQ USAREUR/7A, is responsible for—

(1) Implementing the policy in this regulation and providing guidance for issues relating to the USAREUR area of responsibility designated in paragraph 1c(1).

(2) Receiving, recording, and documenting coordination actions relating to agreement requests originating within USAREUR and its major subordinate and specialized commands (AE Reg 10-5, app A) or received from any external U.S. agency, office, or organization.

(3) Negotiating and concluding MOAs and MOUs involving mission support in whole or in part.

(4) Delegating the responsibility to administer MOAs and MOUs in writing, to functional agents (h below and app A) or geographic commanders and specialized staff officers (app B). This includes the authority for preparing mission support agreements and for coordinating negotiations and approval of such agreements, as well as for administering their execution, review, and eventual termination.

(5) Helping to solve MOA- and MOU-related problems beyond the authority of the functional agent, staff office, or commander delegated the responsibility to administer the MOA or MOU.

(6) Maintaining an original copy of and history file for all MOAs and MOUs concluded by the UAD. This includes maintaining a current list of active and terminated agreements negotiated by the UAD. This list is available at <https://www.g8.hqusareur.army.mil/rmagr/rmagr2.htm>.

(7) Assigning agreement numbers for each USAREUR-negotiated MOA and MOU.

c. USAREUR Judge Advocate. The USAREUR Judge Advocate will—

(1) Advise on determinations of the appropriate type of agreement to be concluded.

(2) Provide legal input to all draft support agreements and conduct a final legal review prior to conclusion of the MOA or MOU.

d. HQ USAREUR/7A Staff Principals and Commanders of USAREUR Major Subordinate and Specialized Commands. HQ USAREUR/7A staff principals and commanders of USAREUR major subordinate and specialized commands will—

(1) Designate a support-agreement manager as the POC for coordinating with the UAD on agreement matters within their respective functional areas.

(2) Designate a resource management officer to ensure funds are planned, programmed, and budgeted to cover any proposed or existing support agreement.

(3) Inform the UAD immediately when a support agreement is needed.

(4) Comply with the requirements of this regulation and terms and conditions of applicable agreements, and inform the UAD if compliance is not possible. This will ensure agreement conditions are changed when required.

(5) Ensure draft agreements are fully coordinated within respective functional areas of responsibility and provide the UAD a written position when a proposed draft agreement is submitted.

(6) Ensure support agreements within their respective functional areas are reviewed each year or more frequently if required, unless otherwise specified in the terms of the agreement. Suggested or required changes must be submitted to the UAD.

e. Director, IMCOM-Europe. The Agreements Branch (IAB), Resource Management Division, IMCOM-Europe, is the proponent for—

(1) Implementing the policy in this regulation and providing guidance for issues relating to IMCOM-Europe area of responsibility designated in paragraph 1c(2).

(2) Negotiating and concluding MOAs and MOUs for BASOPS support.

(3) Delegating the authority to administer MOAs and MOUs, in writing, to geographic commanders (app B). This includes the authority for preparing BASOPS support agreements and for coordinating negotiations and approval of such agreements, as well as for administering their execution, review, and eventual termination.

(4) Solving BASOPS support MOA- and MOU-related problems beyond the authority of the command assigned the responsibility to administer the MOU or MOA.

(5) Maintaining MOAs, MOUs, and related history files.

(6) Assigning agreement numbers for each IMCOM-Europe-negotiated MOA and MOU. Agreement numbers will be assigned only once and may not be reused even if an agreement is terminated and the number becomes available. An example of an IMCOM-Europe MOA or MOU file number is *NB-001-06*, where *NB* means national BASOPS, *001* is the sequential number, and *06* means fiscal year 2006, the year the agreement was concluded.

f. Resource Management Offices. Resource management offices will ensure proper collections and payments are made for support requested or provided for in all support agreements.

g. Staff Judge Advocates. Servicing staff judge advocates will provide legal input to garrison draft support agreements as required.

h. Functional Agents. Functional agents (app A) are authorized to determine the need for MOAs and MOUs within their areas of responsibility. When functional agents determine that a need exists, they will send a request to the UAD or IAB for an MOA or MOU. The request must include at least the following:

(1) POC name and contact information and office or unit of requesting organization.

(2) Purpose of the proposed agreement.

(3) Support to be provided or requested.

(4) Date required and proposed duration and termination.

(5) Any additional information pertinent to the request that will assist the UAD or IAB in its initial evaluation and review.

SECTION II SUPPORT AGREEMENTS

5. MEMORANDUMS OF AGREEMENT AND MEMORANDUMS OF UNDERSTANDING

a. MOAs and MOUs—

(1) Establish command-to-command or command-to-agency relationships; statements of fact, intention, or responsibilities of the parties; administrative procedures; and matters of coordination agreed to by the signatories.

(2) Are not substitutes for interservice or intragovernmental support agreements. Procedures for negotiating and concluding support agreements are prescribed in the MOA or MOU, which provides the authority for executing the support agreement.

(3) Usually consist of the following two parts:

(a) The basic text, which states the purpose and scope of the MOA or MOU, the relationship between the parties and their responsibilities, the effective date, and the terms for amendment, termination, and expiration.

(b) Annexes that describe specific support responsibilities and relationships, and whether the non-USAREUR or non-IMCOM-Europe organization (as applicable) will receive the support on a reimbursable or nonreimbursable basis. (DODI 4000.19 defines categories of support.)

b. The UAD and the IAB will negotiate and conclude MOAs and MOUs on behalf of their respective commands.

(1) MOAs and MOUs will not be made between HQ USAREUR/7A staff offices and USAREUR major subordinate and specialized commands. If it is necessary to document important requirements between a staff office and a command, the requirements may be documented in joint standing operating procedures (SOPs), letters of instruction, or letters of exchange.

(2) United States Army garrisons (USAGs) may conclude MOAs and MOUs with one another and with their tenants if the MOA or MOU applies only to the USAGs concerned. If USAG-level MOAs and MOUs are required, USAGs will staff them through their agreement managers to the IAB for approval before they are concluded. If more than one direct-report garrison is involved in providing or receiving support, the MOA or MOU will be concluded by IMCOM-Europe on behalf of all affected garrisons. The IAB will keep a copy of all garrison-level MOAs and MOUs.

c. MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, the basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.

6. SUPPORT AGREEMENTS

DODI 4000.19 prescribes policy and procedures for DOD activities requiring support from other U.S. Federal Government activities. Sources of support are categorized as interservice or intragovernmental.

a. Interservice support shall be provided when the head of the requesting activity determines that the support would be in the best interest of the U.S. Government and the supplying activity determines capabilities exist to provide the support without jeopardizing assigned missions. These determinations are signified by signing a support agreement (blocks 8 and 9 on DD form 1144). DoD activities may request support from other DoD activities when in-house capabilities do not exist, or when support can be obtained more efficiently or effectively from other existing DoD capabilities.

b. Intragovernmental-support sources may be used when funding is available to pay for the support, it is in the best interest of the Government, the supplying activity is able to provide the support, support cannot be provided as conveniently or cheaply by a commercial enterprise, and it does not conflict with any other agency's authority. Reimbursement charges for support provided by DoD activities to non-DoD Federal activities shall be determined the same way as reimbursement charges are determined for other DoD activities. The requirements of this paragraph do not apply to orders for supplies and services authorized by statutory authority other than 31 U.S.C. 1535 (reference 2a(1)). Support agreements must be coordinated with the USAREUR Judge Advocate (para 4c) to ensure they comply with all applicable legal and regulatory requirements.

7. SUPPORT-AGREEMENT PREPARATION, NEGOTIATION, AND DISTRIBUTION RESPONSIBILITIES

a. Activities listed in appendix B of this regulation are authorized to prepare, negotiate, and conclude support agreements. Support agreements must be prepared using DD Form 1144. DODI 4000.19, paragraph 6.2, has instructions for preparing DD Form 1144.

b. Activities not listed in appendix B that receive requests from other DOD or other Federal agencies to supply mission or BASOPS support should immediately forward those requests to the UAD or IAB for determination if a support agreement is required. The UAD will prepare, negotiate, and conclude agreements for USAREUR activities not listed in appendix B.

8. SUPPORT-AGREEMENT GENERAL GUIDELINES

Support agreements (DD Form 1144) define in detail the level of support to be provided and received, the basis for reimbursement for each category of support involved, the billing and payment process, and other applicable terms and conditions. DODI 4000.19 provides general guidance for administering support agreements. Key guidelines are listed below.

a. DD Form 1144 must be used to establish support agreements. A support agreement may have only one supplier, but may have more than one recipient. If a support agreement implements an MOA or MOU, the MOA or MOU must be referenced in the support agreement.

b. The quality of support services provided to other DoD activities shall be equivalent to the quality of support the supplier furnishes to its own mission, unless otherwise requested or approved by the receiver. Tenants that request services above the standard level must reimburse the host installation for the additional portion of the services received.

c. The conclusion of an MOA is not required to establish a support agreement unless requested by the supplying or receiving parties.

d. A more detailed instruction, such as an internal SOP or similar document, may be issued to explain administrative procedures for developing support agreements as long as those procedures do not conflict with DODI 4000.19 or this regulation.

e. Support agreements for supplies and services that will be provided by contracts administered by non-DOD Federal activities must conform to the Economy Act (31 USC 1535).

f. The ordering agency or unit must get approval of the senior acquisition officer responsible for purchasing for agreements for support that will be provided by contracts not subject to the Federal Acquisition Regulation and administered by non-DOD Federal activities. This approval must be attached to the support agreement. The senior acquisition officer must be clearly identified by position name, address, and other identifying information.

g. Suppliers of support associated with a support agreement must, on request, provide the information used to determine the basis for reimbursement and the quantity of support provided.

h. Agreements that require USAREUR or IMCOM-E to reimburse a nonprofit organization, city, county, or State government (other than National Guard units) must be executed by a contract.

i. DODI 4000.19, enclosure 6, lists common base-support categories, which may be used to define support services that may be included in a support agreement.

9. SUPPORT-AGREEMENT DOCUMENTATION

Recurring interservice and intragovernmental support requiring reimbursement must be documented on DD Form 1144 or in a similar format that includes all the information required on DD Form 1144 (DODI 4000.19, para 6.2).

a. Support that benefits a receiver without creating additional costs to the supplier (for example, gate guards, fire protection) may be included on DD Form 1144, but must be identified as nonreimbursable.

b. Provision of a single item or one-time service, sales of Defense Business Operations Fund mission products and services, and intragovernmental sales specifically directed or authorized by law do not require a support agreement.

10. SUPPORT-AGREEMENT MODIFICATIONS, REVIEWS, AND TERMINATIONS

When practical, support-agreement modifications and terminations should be made bilaterally and with enough advance notice to permit resource adjustments to be made during the budget-formulation process. Agreements should be reviewed when changing conditions or costs may require substantial alterations to the agreement or development of new conditions.

a. If an interservice agreement must be unilaterally terminated, suspended, or significantly modified with less than 180-days notice to other parties of the agreement, the unilateral party may be billed by affected parties for reimbursement of unavoidable termination or re-procurement expenses incurred up to 180 days after the written notification. The 180-day limit and requirement to reimburse for re-procurement expenses do not apply to intragovernmental agreements, and reimbursement for termination costs are subject to negotiation.

b. When support is no longer required from the supplier through a specific support agreement, the termination action must be formally documented.

c. When possible, support-agreement changes that substantially affect funding requirements and estimated reimbursements should be made during the budget process to permit appropriate adjustments to the targeted programs requiring the additional funding. These adjustments should be made or added to the program objective memorandum, allowing funding considerations to be made to the new or adjusted requirement changes.

11. SUPPORT NOT COVERED BY DODI 4000.19 OR THIS REGULATION

a. Support to DOD Contractors. If support is required but not identified in a contract, the contractor must formally request that the specified support be incorporated into the contract. The request must be submitted to the contracting officer who issued the contract. If the contracting officer agrees to the request, the support will be documented in the contract, not in a support agreement.

b. Agreements in Place of War or Contingency Plans. Support agreements are not suitable for documenting support for war or exercise requirements. This support should be documented in an appropriate plan (for example, base-deployment plan, base-support plan, operation plan). If all parties agree, however, an existing agreement may be used as the basis for providing support for additional work that is temporarily created as the result of an unplanned contingency operation.

SECTION III POLICY AND PROCEDURES

12. POLICY

a. HQ USAREUR/7A staff offices, USAREUR major subordinate and specialized commands, and IMCOM-Europe organizations must comply with the references listed in paragraph 2a when coordinating with other DOD and non-DOD staff offices, agencies, and organizations.

b. Unless otherwise specifically authorized in this regulation or individually authorized through a delegation of authority memorandum from the USAREUR G8, all agreements involving HQ USAREUR/7A staff offices or USAREUR major subordinate and specialized commands must be coordinated, negotiated, and concluded by the UAD. The CG, USAREUR/7A, has delegated this authority only to the USAREUR G8. There are no implied delegations of authority to any other functional agent or official.

13. PROCEDURES FOR NEGOTIATION AND CONCLUSION

a. The UAD, IAB, or both, will—

(1) Determine whether or not an MOA or MOU is required to meet the support requirements being proposed or requested.

(2) Coordinate draft MOAs and MOUs with HQ USAREUR/7A staff principals and subordinate commanders as well as heads of IMCOM-Europe staff offices and USAG commanders.

(a) As a minimum, the USAREUR Judge Advocate will be involved in the review process for all MOAs and MOUs. This coordination is required during the initial evaluation and review phase of every proposed agreement, and is also required during the final phase before the agreement may be signed.

(b) MOAs, MOUs, and support agreements that include provisions for health-services support must be coordinated with the United States Army Europe Regional Medical Command (ERMC) through the local medical, dental, or veterinary activity commander.

(3) Obtain the signatures of all MOA or MOU parties.

(4) Assign administrators the responsibility for implementing and administering MOAs and MOUs.

(5) Distribute MOAs and MOUs to all concerned.

b. Requests for amendments to or terminations of MOAs and MOUs must be submitted according to paragraph 10a and coordinated according to a(2) above. Notifications of changes and terminations will be distributed by the UAD, IAB, or both.

SECTION IV BILLING AND REIMBURSEMENT

14. GENERAL BILLING AND REIMBURSEMENT

The basic concepts and criteria for financing support in DODI 4000.19 apply to billing and reimbursement.

a. To ensure full reimbursement is received for support provided by an MOA, support agreement, or military interdepartmental purchase request (MIPR) (DD Form 448), suppliers must coordinate financial matters and reimbursement procedures with their resource management and finance and accounting officers before finalizing the MOA or support agreement.

b. Support provided to U.S. military liaison personnel stationed with another military Service is reimbursable. Support provided to U.S. personnel assigned to a NATO headquarters is nonreimbursable.

c. Contracts or services provided under contract for the sole use of the tenant (for example, civilian telephone lines, crating, packing) must be provided using a direct citation of funds based on the receiving-activity fund citation.

d. A direct-fund citation must be listed on MIPRs for services and support provided for the sole use of the tenant (for example, civilian telephone lines, crating, packing).

15. WAIVERS

a. Suppliers of interservice and intragovernmental support may waive reimbursement from recipients who use or benefit from available support without appreciably increasing the supplier's costs (for example, the revenue would be less than the anticipated expense of billing and disbursing funds).

b. Reimbursement may not be waived for stock-fund transactions or for support provided by or to activities that operate under an industrial fund or the Defense Business Operations Fund.

APPENDIX A

FUNCTIONAL AGENTS FOR SPECIFIC AGREEMENT-RELATED AREAS

This appendix lists functional agents and their responsibilities. The responsibilities listed in this appendix, however, are not all-inclusive. AE Regulation 10-5 provides a more detailed list of HQ USAREUR/7A staff office responsibilities.

Functional Agent		Areas of Responsibility
USAREUR	IMCOM-Europe	
G1	Human Resources Division	Administrative services, Army Continuing Education System, civilian personnel, Junior Reserve Officer Training Corps programs, military personnel, official mail, postal operations, printing, publications, records management, and substance abuse
	Family, Morale, Welfare, and Recreation Division	Army Community Service; Army lodging; business operations; child, youth, and school services; Family and morale, welfare, and recreation; fitness; libraries; and recreation
	Equal Employment Opportunity Office	Equal employment opportunity
G2	Garrison operations office	Intelligence
G3	Garrison directorate of plans, training, mobilization, and security	Consequence management, Critical Infrastructure Program, emergency management, force protection, mobilization, operations, plans, and training
	Garrison safety office	Installation safety and occupational health
G4	Logistics Division	Ammunition supply, asset management, base- operations material-support maintenance, central issue facilities, food service, laundry and dry cleaning, retail supply, and transportation
Deputy Chief of Staff, Engineer	Directorate of public works	Building maintenance, conservation, construction, custodial services, demolition, environmental compliance, facility engineering, Family-housing management, heating and cooling, master planning, pest control, pollution prevention, railroad maintenance, real-estate administration, real-estate leases, refuse removal, restoration, snow and sand removal, unaccompanied personnel housing management, and utilities
G6	Regional Chief Information Office – Europe	Automation, communication, information assurance, information technology, records management, and visual information
Provost Marshal	Directorate of emergency services	Fire and emergency response, law-enforcement services, and physical security
Chaplain	Religious services office	Religious support and special staff work
Chief, Public Affairs	Public affairs office	Community relations, information strategies and new media facilitation

APPENDIX B

GEOGRAPHIC COMMANDERS AND SPECIALIZED STAFF OFFICERS

B-1. GEOGRAPHIC COMMANDERS

The following geographic commanders are authorized to negotiate and conclude support agreements (DD Form 1144) within their areas of responsibility:

- a. 21st Theater Sustainment Command.
- b. Seventh United States Army Joint Multinational Training Command.
- c. United States Army Garrison (USAG) Ansbach.
- d. USAG Baden-Württemberg.
- e. USAG Bamberg.
- f. USAG Benelux.
- g. USAG Grafenwöhr.
- h. USAG Schweinfurt.
- i. USAG Stuttgart.
- j. USAG Vicenza.
- k. USAG Wiesbaden.

B-2. SPECIALIZED STAFF OFFICERS AND COMMANDER

The following HQ USAREUR/7A staff officers and commander may negotiate and conclude support agreements (DD Form 1144) within their respective area of responsibility:

- a. Provost Marshal, USAREUR.
- b. Principal Assistant Responsible for Contracting, USAREUR.
- c. Commanding General, United States Army Europe Regional Medical Command.

GLOSSARY

SECTION I ABBREVIATIONS

AE	Army in Europe
AEPUBS	Army in Europe Publishing System
BASOPS	base operations
CG, USAREUR/7A	Commanding General, United States Army Europe and Seventh Army
DA	Department of the Army
DOD	Department of Defense
DODI	Department of Defense instruction
DSN	Defense Switched Network
HQ USAREUR/7A	Headquarters, United States Army Europe and Seventh Army
IAB	Agreements Branch, Resource Management Division, United States Army Installation Management Command, Europe Region
IMCOM-Europe	United States Army Installation Management Command, Europe Region
MIPR	Military Interdepartmental Purchase Request (DD Form 448)
MOA	memorandum of agreement
MOU	memorandum of understanding
NATO	North Atlantic Treaty Organization
POC	point of contact
SOP	standing operating procedure
UAD	Agreements Division, Office of the Deputy Chief of Staff, G8, Headquarters, United States Army Europe and Seventh Army
U.S.	United States
USAG	United States Army garrison
USAREUR	United States Army Europe

SECTION II TERMS

interservice support agreement

An agreement that defines recurring support provided to a DOD activity of another military Service, defense agency, unified combatant command, or field activity.

intragovernmental support agreement

An agreement that defines recurring support provided by a DOD activity to a non-DOD Federal activity and vice versa (for example, agreements between IMCOM-Europe and a U.S. embassy).

memorandum of agreement (MOA)

A memorandum that defines general areas of conditional agreement between two or more parties. Under an MOA, actions taken by one party depend on actions taken by other parties (for example, one party agrees to provide support if another party provides materials).

memorandum of understanding (MOU)

A memorandum that defines broad areas of understanding between two or more parties and explains actions each party plans to take. Under an MOU, actions taken by one party do not depend on actions taken by other parties (for example, the supplier does not require reimbursement or other support from the recipient).