

Administration

International and Other Agreements

***This regulation supersedes AE Regulation 1-3, 7 August 2009, and AE Form 1-3C.**

For the Commander:

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Summary. This regulation prescribes the responsibilities, administrative determinations, and processes for international and other types of agreements to be entered into by HQ USAREUR, IMCOM-Europe, and USAREUR major subordinate and specialized commands with representatives of eligible foreign states and organizations. This regulation also establishes responsibilities, policy, and procedures for transactions that deal with the acquisition and transfer of logistic support, supplies, and services.

Summary of Change. [Chapter 3](#) of this regulation has been revised.

Applicability. This regulation applies to HQ USAREUR, IMCOM-Europe, USAREUR major subordinate and specialized commands, and directorates and elements of other U.S. Army commands in the USAREUR area of responsibility. This regulation does not change the existing authority to negotiate and conclude real-estate agreements governed by [USAREUR Regulation 405-8](#).

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 on the Army Records Information Management System website at <https://www.arims.army.mil/>.

Supplementation. Organizations will not supplement this regulation without approval of the Chief, International Agreements Division, Office of the Deputy Chief of Staff, G8, HQ USAREUR.

Forms. This regulation prescribes AE Forms [1-3A](#) and [1-3B](#). AE and higher level forms are available through the Army in Europe Library & Publishing System (AEPUBS) at <https://aepubs.army.mil/>.

Suggested Improvements. The proponent of this regulation is the International Agreements Division, Office of the Deputy Chief of Staff, G8, HQ USAREUR (mil 537-8016). Users may send suggested improvements to this regulation by e-mail to the USAREUR G8 at *USARMY Baden-Wurttemberg USAREUR List G8 Agreements Division*.

Distribution. This publication is available only electronically and is posted in AEPUBS at <https://aepubs.army.mil/>.

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Glossary

CHAPTER 1 INTRODUCTION

SECTION I GENERAL

1-1. PURPOSE

This regulation—

- a. Establishes policy and procedures for determining types of agreements and applicable processes to be used by U.S. Army organizations in Europe to support missions and operations. This regulation implements AR 550-51, USEUCOM Directive 5-13, and USEUCOM Directive 60-8.
- b. Provides guidance for agreements entered into by the International Agreements Division (IAD), Office of the Deputy Chief of Staff, G8, HQ USAREUR, on behalf of USAREUR, IMCOM-Europe, and USAREUR major subordinate and specialized commands within the USAREUR area of responsibility (AOR) with a foreign local, State, or governmental agency, or an international entity or organization.
- c. Defines which agreements fall into the specific category of “international agreement.” Authority must be obtained from higher headquarters before negotiating and concluding an international agreement.

1-2. REFERENCES

[Appendix A](#) lists references.

1-3. EXPLANATION OF ABBREVIATIONS AND TERMS

The [glossary](#) defines abbreviations and terms.

1-4. RESPONSIBILITIES

a. CG, USAREUR. The CG, USAREUR, provides oversight and guidance to the USAREUR G8 to ensure compliance with the provisions and requirements of applicable laws, regulations, and policy on agreements as provided by the executive branch of the Government of the United States, U.S. Congress, DOD, Joint Chiefs of Staff (JCS), DA, and USEUCOM. This includes international agreements to which the United States is a party, such as the NATO Status of Forces Agreement (SOFA) and supplementary agreements.

b. IAD. The IAD is responsible for the following:

(1) Acting as the Army service component command (ASCC) central office of record for agreements that are within the authority delegated to USAREUR as an ASCC by the Secretary of Defense, Secretary of the Army (SA), or the CDRUSEUCOM (AR 550-51, para 4e).

(2) Receiving, recording, and documenting coordination actions for requests originating from within USAREUR, IMCOM-Europe, and USAREUR major subordinate and specialized commands for negotiating and concluding agreements.

(3) Advising the CG, USAREUR, on issues that USAREUR subordinate organizations cannot resolve.

(4) Coordinating agreements with all concerned U.S. and foreign parties.

(5) Recording delegations of authority to USAREUR or elements thereof to negotiate and conclude international agreements and denials of such authorizations.

(6) Negotiating and concluding agreements within delegated authorization and mission.

(7) Maintaining a current index of all current and terminated agreements concluded by the IAD, HQ USAREUR. The index is available at <https://intranet.eur.army.mil/hq/g8/IAD/Agreements%20Listing/Forms/AllItems.aspx?InitialTabId=Ribbon%2EDocument&VisibilityContext=WSSTabPersistence>.

(8) Maintaining an original copy and history file for each agreement concluded by the IAD and sending four copies (including foreign-language copies) to the International and Operational Law Division, Office of the Judge Advocate General (OTJAG), HQDA (HQDA (DAJA-IO), 1777 North Kent Street, 11th Floor, Rosslyn, VA 22209-2194), and one copy to the Office of the Judge Advocate (OJA), HQ USEUCOM (HQ USEUCOM (ECJA), Unit 30400, APO AE 09131-0400). The history file must include the source of the authority used to negotiate and conclude the agreement.

(9) Monitoring compliance with the references in appendix A and ensuring coordination to ensure that agreements comply with applicable national and international laws, regulations, customs, and policy.

(10) Delegating the implementation and administration of agreements to designated administrators when applicable.

(11) Reporting all significant negotiations of international agreements within DA's international agreement authority to the International and Operational Law Division, OTJAG; OJA, HQ USEUCOM; and the Policy, Strategy, Partnering and Capabilities Directorate, J5/8, HQ USEUCOM, before the negotiations begin.

(12) Sending an index of all international agreements concluded by USAREUR during the preceding year to the International and Operational Law Division, OTJAG, and the OJA, HQ USEUCOM, by 15 December of each year. The master index of international agreements must be reconciled with the OJA, HQ USEUCOM, at the end of each calendar year.

c. OJA, HQ USAREUR. The OJA, HQ USAREUR, will—

(1) Advise the IAD on determinations of the appropriate type of agreement to be concluded, when applicable.

(2) Review requests for authority to enter into international agreements. Reviews will include an analysis of the basis for authority to negotiate and conclude the international agreement.

(3) Assist the IAD during negotiations as required.

(4) Provide legal input to all draft agreements provided for review.

(5) Assist the IAD with international agreement reporting requirements.

d. HQ USAREUR Staff Principals; Commanders of USAREUR Major Subordinate and Specialized Commands; the Director, IMCOM-Europe; and Commanders of Tenant Commands. HQ USAREUR staff principals; commanders of USAREUR major subordinate and specialized commands; the Director, IMCOM-Europe; and commanders of tenant commands will—

(1) Inform the IAD immediately when they believe an agreement is needed.

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

(3) Ensure draft agreements are fully coordinated within AORs and provide the IAD a written concurrence or consolidated position.

(4) Ensure enough resources are planned, programmed, and budgeted to cover any proposed or existing agreement.

(5) Ensure agreements within AORs are reviewed each year or more frequently if required. Suggested or required changes must be submitted to the IAD.

NOTE: Subparagraphs (3) and (5) above do not apply to technical arrangements (TAs) negotiated and concluded in accordance with the Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy of 2 February 1995 (Shell Agreement). In Italy, these TAs may be negotiated by the Commander, United States Army Africa/Southern European Task Force (USARAF/SETAF), and, once approved by USAREUR, may also be concluded by the CG, USARAF/SETAF.

e. Resource Management Officers (RMOs). RMOs will—

(1) Ensure proper collection and payment are made for support requested or provided for in all agreements. This task must be executed by the RMO of the unit applying the agreement.

(2) Ensure collections for support provided from appropriated funds are deposited in the U.S. Treasury unless specific authority allows other disposition of collections. Appropriated funds from which reimbursable support is provided should not be credited unless there is specific statutory authorization (for example, Arms Export Control Act, NATO Mutual Support Act (NMSA), annual appropriation acts). The Contract and Fiscal Law Division, Office of the Judge Advocate, USAREUR (KFLD), must be consulted when there is a question about the application of collections.

(3) Apply supplementary charges (for example, accessorial) according to the Defense Finance and Accounting Service-Indianapolis Regulation 37-1 (DFAS-IN Reg 37-1), chapter 13. The computation of military labor costs is prescribed in DOD Financial Management Regulation (FMR), volume 15, appendix C.

1-5. POLICY

a. All USAREUR, IMCOM-Europe, and USAREUR major subordinate and specialized command military and civilian personnel must comply with the references listed in [appendix A](#) and all other applicable implementing regulations when dealing with military and civilian representatives of foreign governments and international organizations such as NATO, the United Nations (U.N.), and the European Union (EU).

b. Any agreement between USAREUR, IMCOM-Europe, or a USAREUR major subordinate or specialized command at any level and a representative of a foreign government (including military and local government officials) or international organization (such as NATO, the U.N., the EU, an activity of these organizations such as the United Nations Mission in Kosovo) is potentially an international agreement. Therefore, all personnel wishing to enter into any such agreement must submit the proposed agreement to the IAD to review and determine if authority exists to coordinate with the international entity. To ensure that all international agreements are properly negotiated and are consistent with U.S. law and policy, the IAD will coordinate all agreements matters with the OJA, HQ USAREUR, before pursuing any actions with a foreign government or international entity. Negotiation and conclusion of an international agreement must always be explicitly authorized; no implied delegations of authority exist. The following actions with any official of a foreign government or international organization may not occur without specific authorization provided by the IAD:

(1) Passing of drafts or discussion of possible future agreements.

(2) Providing a draft text of a proposed agreement or any part of an agreement.

(3) Making any proposal to an official of a foreign government or international organization, or agreeing to a proposal made by any such official until the USAREUR G8 has been notified of the proposal and has authorized further action. If an official of a foreign government or international organization offers a proposal that has not been approved by the USAREUR G8, the negotiator may ask questions to clarify such a proposal, but will not in any manner indicate agreement or acceptance. An appropriate reply to a new proposal is, “We will consider the proposal, and I hope to have a response for you at our next meeting.”

(4) Making verbal promises and commitments. These might constitute international agreements that bind the United States under international law. Any proposed verbal promise or commitment must be immediately submitted in writing to the IAD.

(5) Accepting, initialing, or signing any proposed agreement with any official of a foreign government or international organization.

c. If a representative of a foreign government or international organization seeks to initiate the negotiation of an international agreement for which negotiation authority has not been granted under this regulation, the person to whom such a proposal is made will promptly report that fact through appropriate channels to the USAREUR G8 and await authorization before taking part in negotiations. This rule applies only to someone other than an official who is authorized under this regulation to grant approval to negotiate.

SECTION II LEGAL AUTHORITIES, DELEGATIONS, AND RESTRICTIONS

1-6. GENERAL

a. Notwithstanding any other provision of law, an international agreement may not be signed or otherwise concluded on behalf of the United States without prior consultation with the Secretary of State (1 USC 112a and 112b (Case-Zablocki Act)). DOD is authorized to enter into international agreements by 22 CFR 181 and the Foreign Affairs Manual, volume 11, chapter 700.

b. DOD Directive (DODD) 5530.3 gives the Under Secretary of Defense (Policy) (USD (P)) responsibility for consulting on international-agreement matters with the Department of State (DOS) for all agreements for which approval has not been further delegated. The USD (P) further delegated the authority to negotiate and conclude international agreements as noted in DODD 5530.3 to the following:

(1) Chairman of the Joint Chiefs of Staff (CJCS) for the following types of agreements:

(a) Technical, operational, working, or similar agreements or arrangements concluded in accordance with a treaty or executive agreement that entails implementing arrangements (IAs) concerning the operational command of joint forces.

(b) Agreements for cooperative or reciprocal operational, logistic, training, or other military support (including arrangements for shared use or licensing of military equipment, facilities, services, and nonphysical resources) concerning the operational command of joint forces.

(c) Agreements relating to combined military planning, command relationships, military exercises and operations, minor and emergency force deployments, and exchange programs (including those effected in accordance with 10 USC 2114(a)) for other than uni-Service matters.

(d) Agreements for the collection or exchange of military information and data (other than military intelligence) concerning the operational command of joint forces.

(e) Agreements relating to the sharing or exchange of DOD communications equipment, facilities, support, services, or other communications resources with a foreign country or alliance organization such as NATO (including agreements in accordance with 10 USC 2401a), the use of U.S. military frequencies or frequency bands, and the use of U.S. communications facilities and systems by foreign organizations for the operational command of joint forces.

(2) Director, National Security Agency (NSA), for the following types of agreements:

(a) Agreements relating to communications security (COMSEC) technology, services, support, research, or equipment development and production.

(b) Military-related signals intelligence agreements.

(3) Director, Defense Intelligence Agency, for agreements regarding the collection and exchange of military-intelligence information (except signals intelligence agreements).

(4) Under Secretary of Defense (Comptroller) for agreements relating to on-base or on-post financial institutions.

(5) Under Secretary of Defense (Acquisition, Technology, and Logistics) for coproduction, licensed production, and related standardization agreements (STANAGs) ([glossary](#)) that are not implemented through the Security Assistance Program.

(6) Deputy Under Secretary of Defense (Policy) for military and industrial security agreements.

(7) Secretaries of the Army, Navy, and Air Force for the following types of agreements:

(a) Technical, operational, working, or similar agreements or arrangements concluded in accordance with a treaty or executive agreement that entails IAs concerning predominantly uni-Service matters.

(b) Agreements for cooperative or reciprocal operational, logistic, training, or other military support (including arrangements for shared use or licensing of military equipment, facilities, services, and nonphysical resources) concerning predominantly uni-Service matters.

(c) Agreements relating to combined military planning, command relationships, military exercises and operations, minor and emergency force deployments, and exchange programs (including those effected in accordance with 10 USC 2114(a)) for predominantly uni-Service matters.

(d) Agreements for the collection or exchange of military information and data (other than military intelligence) concerning predominantly uni-Service matters.

(e) Cooperative research, development, testing, evaluation, technical data exchange, and related STANAGs that are not implemented through the Security Assistance Program for health and medical agreements.

(f) Agreements relating to the sharing or exchange of DOD communications equipment, facilities, support, services, or other communications resources with a foreign country or alliance organization such as the NATO (including agreements in accordance with 10 USC 2401a), the use of U.S. military frequencies or frequency bands, and the use of U.S. communications facilities or systems by foreign organizations for predominantly uni-Service matters.

c. The USD (P) has not delegated the authority to negotiate or conclude the following types of international agreements:

(1) Agreements having “policy significance.”

(a) Agreements having policy significance include those that—

1. Specify national disclosure; technology- or work-sharing arrangements; coproduction of military equipment; or offset commitments as part of an agreement for international cooperation in the research, development, testing, evaluation, or production of defense articles, services, or technology.

2. Because of their intrinsic importance or sensitivity, would directly and significantly affect foreign or defense relations between the United States and another government.

3. By their nature, would require approval, negotiation, or signature at the Office of the Secretary of Defense or diplomatic level.

4. Would create security commitments currently not assumed by the United States in existing mutual security or other defense agreements and arrangements, or that would increase U.S. obligations with respect to the defense of a foreign government or area.

(b) **Subparagraph (a)** above does not list all types of agreements having policy significance. The USD (P) may publish other identifying criteria or categories of such agreements if required by future developments.

(c) Agreements having policy significance must be approved by the USD (P) before they are negotiated and again before they are concluded.

(d) The negotiation and conclusion of an amendment or extension to an international agreement may be approved only by the same U.S. headquarters or office that approved the original agreement or by another headquarters or office that has been expressly delegated the authority to approve amendments or extensions to that agreement.

(2) Agreements that rely on 10 USC 2304(c)(4) for use other than competitive contracting procedures. Such agreements may not be negotiated or entered into without the prior approval of the Under Secretary of Defense (Acquisition).

(3) Agreements whose implementation requires the enactment of new legislative authority. Such agreements may not be concluded without the prior approval of the DOD General Counsel.

(4) Agreements or proposals that involve major unprogrammed fiscal obligations, affect U.S. security commitments, or are otherwise restricted.

d. The CJCS has delegated the authority to negotiate and conclude international agreements listed in b(1) above as explained in Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 2300.01D to combatant commanders, except for agreements that include provisions regarding—

(1) U.S. COMSEC equipment.

(2) U.S. Defense Communications System.

(3) CJCS-controlled telecommunications and command and control equipment.

(4) Military satellite communications.

(5) Configuration management (procedural interface standards (message text formats, tactical digital information links) and technical interface standards).

(6) Communications-electronics agreements under the authority of the U.S. Military Communications-Electronics Board.

(7) Agreements having policy significance.

e. The SA has delegated the authority to negotiate and conclude the agreements in [b\(7\) above](#), as noted in AR 550-51, to the Deputy Under Secretary of the Army (International Affairs) (DUSA (IA)).

f. The DUSA (IA) has further delegated international agreement negotiation and conclusion authority as noted in AR 550-51 as follows:

(1) To the Assistant Secretary of the Army (Civil Works):

(a) Technical, operational, working, or similar agreements or arrangements pertaining to predominately DA matters that are concluded in accordance with a treaty or executive agreement. This includes IAs.

(b) Agreements pertaining to predominately DA matters that involve cooperative or reciprocal operational, logistic, training, or other military support (including arrangements for shared use or licensing of military equipment, facilities, services, and nonphysical resources).

(c) Agreements pertaining to predominately DA matters that involve combined military planning, command relationships, military exercises and operations, minor and emergency force deployments, exchange programs, and the establishment of liaison positions.

(d) Agreements pertaining to predominately DA matters that involve the collection or exchange of military information and data (other than military intelligence and technical data) excluding items listed in AR 550-51, paragraphs 6a(6) and (12).

(e) Agreements pertaining to predominately DA matters that involve the sharing or exchange of DOD communications equipment, facilities, support, services, or other communications resources with a foreign country or alliance organization such as NATO, the use of U.S. military frequencies or frequency bands, and the use of U.S. communications facilities or systems by foreign organizations.

(2) Agreements involving DA health or medical matters, including cooperative research, development, testing, evaluation, technical data exchange, and related STANAGs concerning such matters that are not implemented through the Security Assistance Program to the Assistant Secretary of the Army (Manpower and Reserve Affairs) or to ASCCs (depending on the subject matter of the agreement).

(3) The authority in [\(1\)\(a\), \(c\), \(d\), and \(e\)](#) above for other than civil-works matters has been further delegated to principal HQDA officials and ASCC commanders who exercise substantive responsibility for the subject matter dealt with in the agreement.

g. USEUCOM has further delegated to component commanders its authority to negotiate and conclude the following types of agreements:

(1) Technical, operational, working, or similar agreements in accordance with a treaty or executive agreement that entails IAs. USEUCOM will consider delegating authority for agreements fitting a different description on a case-by-case basis.

(2) International agreements where a component command has been designated by USEUCOM as executive agent in a matter of unified or multi-Service interest unless the directive expressly limits that authority.

(3) Specific IAs under the acquisition and cross-servicing agreement (ACSA) authorities with foreign States or organizations as required. USAREUR is required to coordinate with the Logistics Directorate, J4, HQ USEUCOM before negotiating an international agreement. Signature authority for generic (joint U.S.) international agreements is reserved for the Office of the J4, HQ USEUCOM, unless otherwise specified by USEUCOM.

h. Any agreement that may have a significant effect on the plans, policy, programs, or responsibilities of USEUCOM or a component command or DOD element in the USEUCOM area must be coordinated by the commander primarily responsible for its negotiation and conclusion with the HQ USEUCOM staff directorate having primary interest in the subject matter. This includes those agreements listed in [subparagraph g](#) above.

i. The USD (P) has not delegated the authority to negotiate or conclude international agreements that may have a significant effect on the plans, policy, programs, or responsibilities of USEUCOM or of an element of USEUCOM.

1-7. AGREEMENT AUTHORITY DELEGATION TO USAREUR

a. USAREUR must have the delegated authority from the CJCS, DOD, USEUCOM, DA, or other valid line of authority to negotiate and conclude international agreements.

b. USAREUR is authorized to negotiate and conclude the types of international agreements listed below as specified in the preceding paragraphs of this regulation as long as the international agreements do not include provisions of policy significance or will have an effect on or affect in any significant manner the plans, policy, programs, or responsibilities of USEUCOM, a USEUCOM component command, or a DOD element in the USEUCOM AOR.

(1) Technical, operational, working, or similar agreements concluded in accordance with a treaty or executive agreement that entails IAs concerning predominantly U.S. Army matters.

(2) Agreements for which USAREUR has been designated by USEUCOM as executive agent in a matter of unified or multi-Service interest unless the directive expressly limits that authority.

(3) Agreements for cooperative or reciprocal operational, logistic, training, or other military support (including arrangements for shared use or licensing of military equipment, facilities, services, and nonphysical resources) concerning predominantly U.S. Army matters.

(4) Agreements relating to combined military planning, command relationships, military exercises and operations, minor and emergency force deployments, and exchange programs (including those effected in accordance with 10 USC 2114(a)) for U.S. Army matters.

(5) Agreements for the collection or exchange of military information and data (other than military intelligence).

(6) Agreements concerning the U.S. Army relating to the sharing or exchange of DOD communications equipment, facilities, support, services, or other communications resources with a foreign country or alliance organization such as NATO, the use of U.S. military frequencies or frequency bands, and the use of U.S. communications facilities or systems by foreign organizations.

1-8. SUBDELEGATION OF USAREUR AGREEMENT AUTHORITY

- a. The CG, USAREUR, has delegated the authority to the USAREUR G8 to negotiate and conclude the agreements covered by this regulation.
- b. The USAREUR G8 has further delegated the authority to negotiate and conclude these agreements to the Chief, IAD.
- c. There is no further delegation of authority to negotiate or conclude the agreements covered in this regulation.

CHAPTER 2 INTERNATIONAL AGREEMENTS

SECTION I INTRODUCTION

2-1. GENERAL

- a. While any agreement with a body of a foreign government or international organization may commonly be called an “international agreement,” this term is applicable in this regulation only when the definitions and requirements in this chapter are met.
- b. When an organization becomes aware of a requirement for an international agreement in support of a mission, the IAD must be contacted to discuss the requirement to allow for timely and proper negotiation and conclusion of an agreement.

2-2. LEGAL DEFINITION OF INTERNATIONAL AGREEMENT

- a. An international agreement is any agreement with one or more foreign governments (including their agencies or political subdivisions) or with an international entity or organization that—
 - (1) Is signed or agreed to by personnel of any DOD component, representatives of the DOS, or any other department or agency of the U.S. Government.
 - (2) Signifies the intention of its parties to be bound in international law.
 - (3) Is denominated as an international agreement or as a memorandum of understanding, memorandum of agreement, memorandum of arrangements, exchange of notes, exchange of letters, TA, protocol, note verbale, aide-mémoire, agreed minute, contract, arrangement, statement of intent, letter of intent (LOI), statement of understanding, or any other name connoting a similar consequence.
- b. The following documents are not international agreements:
 - (1) Contracts made under the Federal Acquisition Regulation (FAR).
 - (2) Foreign military sales (FMS) letters of offer and acceptance or defense sales agreements.
 - (3) FMS credit agreements.

(4) FMS LOIs.

(5) Shipping contracts performed under an international agreement bill of lading or other similar transportation documents.

(6) STANAGs and quadripartite standardization agreements (QSTANAGs) that record the adoption of like or similar military equipment, ammunition, supplies, and stores or operational, logistic, and administrative procedures.

NOTE: A STANAG that provides for mutual support or cross-servicing of military equipment, ammunition, supplies, and stores or for mutual rendering of defense services (including training) is considered to constitute an international agreement. An ACSA order (often referred to as a STANAG) placed against an existing bilateral ACSA using AE Form 1-3A, however, is not an international agreement.

(7) Leases under 10 USC 2667, 10 USC 2675, and 22 USC 2796.

(8) Agreements that establish only administrative procedures (such as exercise-support agreements, LOIs, and TAs that do not meet the definition in [subparagraph a](#) above).

(9) Acquisitions or orders made in accordance with cross-servicing agreements concluded under the authority of the NMSA or other ACSA authority.

NOTE: Umbrella agreements and cross-servicing agreements (including their associated IAs) under the NMSA are international agreements.

SECTION II PROCEDURES

2-3. DETERMINING THE REQUIREMENT FOR AN INTERNATIONAL AGREEMENT

a. Entering into an agreement to ensure that an action or event with respect to a relationship with a foreign government or international organization takes place may be advisable.

b. Purely exploratory discussions or routine meetings with foreign government or international organization representatives where no draft documents are discussed and no obligatory promises are made are permissible approaches for a command to determine whether or not an agreement is required. Verbal promises and commitments must be avoided because these could constitute international agreements that bind the United States and USEUCOM under U.S. and international law.

c. All requests for an international agreement must be sent to the IAD in writing.

2-4. REQUESTING AUTHORITY TO NEGOTIATE AN INTERNATIONAL AGREEMENT

The initial request to negotiate an international agreement that is sent to the IAD must include at least the following:

a. Complete addresses of the party making the request and other U.S. parties that may be affected by the proposed international agreement.

b. POC information of the requesting organization.

- c. Foreign government or international organizations that are potential parties to the proposed international agreement.
- d. Purpose of the proposed international agreement.
- e. Support to be provided or received.
- f. Date required and proposed duration and termination.
- g. Additional information applicable to the request.

2-5. DETERMINING WHETHER AUTHORITY TO NEGOTIATE HAS BEEN DELEGATED

a. When it is determined that an agreement may fit the definition of an international agreement, the IAD will send a request with all relevant information to the International Law and Operations Division (ILOD), Office of the Judge Advocate, HQ USAREUR, for legal review of the authority to negotiate and conclude the international agreement. The same applies when a change to or termination of an international agreement is requested.

b. If the proposed agreement affects only the interests of the U.S. Army and the ILOD determines that USAREUR has been delegated the authority to enter into the type of international agreement proposed, the IAD will conduct the negotiations.

c. If the proposed agreement affects multiple branches of the U.S. Armed Forces, the ILOD will coordinate with USEUCOM either to obtain a delegation of authority to USAREUR to negotiate and conclude the international agreement or proceed according to USEUCOM direction. In addition to submitting the information in [paragraph 2-4](#), the ILOD will submit the following to USEUCOM:

(1) A draft text of the proposed agreement. This must be done before it is presented to or substantively discussed with representatives of the country or organization with which the agreement is to be negotiated.

(2) A memorandum from the negotiating organization's legal office stating the constitutional, statutory, and other legal authority relied on for each obligation to be assumed by the United States in the agreement as well as a discussion of other relevant legal considerations.

(3) A fiscal memorandum setting forth the estimated cost, if any, of each obligation to be assumed by DOD in the agreement and the source of funds to be obligated, or a statement that additional funds will be requested for specific fiscal years. The office or directorate responsible for producing the fiscal memorandum should be identified.

d. If USEUCOM delegates the authority to negotiate and conclude the international agreement to USAREUR, the IAD will conduct the negotiation and submit the international agreement to the ILOD for final legal review.

e. Changes to existing international agreements require the same authorization and coordination as new international agreements.

2-6. PREPARING AND COORDINATING A DRAFT INTERNATIONAL AGREEMENT

a. After receiving a negotiation request, the IAD will draft an agreement, conduct negotiations, and coordinate all subsequent actions related to the proposed agreement.

b. The IAD will coordinate all proposed international agreements with the ILOD before beginning negotiations. The IAD will also coordinate with IMCOM-Europe when the proposed international agreement would affect base operations. Other HQ USAREUR staff offices and commands must be included in the coordination process when appropriate.

c. International agreements that may have a significant effect on the plans, policy, programs, or responsibilities of USEUCOM, a USEUCOM component command, or a DOD element in the USEUCOM AOR must be coordinated. The office that is primarily responsible for this coordination is the IAD.

d. Draft agreements that have policy significance require approval by USD (P) before they may be negotiated, and again before they are concluded.

2-7. CONCLUDING, DISTRIBUTING, AND DELEGATING ADMINISTRATION AUTHORITY

a. After an international agreement is concluded (signed by all parties), the IAD will distribute the agreement to all concerned U.S. and foreign parties and may delegate the authority to implement and administer the international agreement to the appropriate directorate or staff office.

b. The IAD will send a signed copy of all international agreements to the ILOD, other HQ USAREUR staff elements, commands, and IMCOM-Europe when appropriate.

2-8. TERMINATING OR SUSPENDING AN INTERNATIONAL AGREEMENT

a. Requests to cancel or suspend an international agreement must be submitted to the IAD. Requests must include at least the following information:

(1) Reasons for the termination or suspension.

(2) Date and duration of the termination or suspension.

(3) Special requirements or stipulations of the termination or suspension.

b. The termination or suspension of an international agreement must be done according to the terms of the agreement.

c. The IAD will provide suspension or termination notices to any other party to the agreement and to all interested U.S. parties.

SECTION III LANGUAGE AND REPORTING REQUIREMENTS

2-9. LANGUAGE REQUIREMENTS

a. International agreements will not be concluded in any foreign language, unless the agreement states either of the following:

(1) “The English language text will be considered by all parties as the governing text in the event of any conflict between the texts.”

(2) “The English language text and the foreign language texts are equally authentic.”

b. If international agreements will be concluded in a foreign language, a statement must be attached to the foreign-language text certifying that the foreign-language and English text conform to each other and that both texts have the same meaning in all substantive respects. The certifying statement will be signed and dated by a civilian, military, or local national translator who is designated as qualified, in accordance with local procedures, by the DOD official authorized to negotiate and conclude the agreement or by an appropriate DOS official.

c. The IAD will comply with the translation requirements in AR 550-51, if applicable.

2-10. REPORTING REQUIREMENTS

a. For international agreements concluded under the authority of AR 550-51, paragraph 7, the IAD will send—

(1) Four certified copies in each language to the International and Operational Law Division, OTJAG, 1777 N. Kent Street, 11th Floor, Rosslyn, VA 22209-2194, within 10 workdays after the agreement is signed. Each copy must include the certification memorandum in [paragraph 2-9b](#), if applicable.

(2) One certified and one reproducible copy to HQ USEUCOM (ECJA), Unit 30400, APO AE 09131-0400, within 20 workdays after the agreement is signed.

(3) A transmittal memorandum with each submission in (1) and (2) above. The transmittal memorandum must include the following:

(a) The type of agreement (bilateral or multilateral) and the parties to the agreement.

(b) A list of all U.S. and foreign governmental agencies or international organizations responsible for performing the terms of the international agreement.

(c) The full title (and subtitle if applicable) and security classification of the international agreement.

(d) The subject of the international agreement and a brief summary of its provisions (including a statement of why the international agreement was concluded at this time), the effect of the international agreement, an explanation of the benefits to be gained by the parties and the costs to the United States, and the geographic location where the international agreement was signed.

(e) The specific statutory authority providing the substantive legal basis for USAREUR to enter into the international agreement and to expend funds to implement it.

(f) The effective date of the agreement.

(g) The date the agreement was signed.

(h) The term of the agreement and the expected date of termination, if any.

(i) The names of all signing officials, their titles, and the offices or agencies they represent, and the countries or international organizations they represent, and a list of all U.S. and foreign agencies (to the extent known) that participated in the negotiation or (in the case of DOD or DA organizations) provided their approval or concurrence in accordance with U.S. law or regulation.

(j) The full titles and dates of agreements the new agreement implements, supplements, amends, or is otherwise related to.

(k) The U.S. organizational element responsible for maintaining the negotiating history of the international agreement.

b. For international agreements concluded under authority delegated by USEUCOM, the IAD will send certified and reproducible copies within 20 workdays after signature with a transmittal memorandum as follows:

(1) Two copies to the DOD General Counsel, Pentagon, Room 3E980, Washington DC 20301-1600.

(2) One copy to the Office of the Secretary, Joint Chiefs of Staff, 9999 Joint Staff Pentagon, Washington, DC, 20318-9999. If the international agreement is classified, the transmittal must also include a statement specifying who the classifying agencies are and the downgrading or declassification instructions.

(3) One copy to HQ USEUCOM (ECJA), Unit 30400, APO AE 09131-0400.

(4) One copy of the transmittal memorandum to HQ USEUCOM (ECJ5/8), Unit 30400, APO AE 09131-0400.

c. If USAREUR receives specific authority to negotiate and conclude an intelligence-related international agreement, the IAD will, in addition to the requirements above, ensure to send copies of the agreement to the appropriate DOD agencies within 10 workdays after it is signed.

(1) One copy of all signals-intelligence agreements to The General Counsel, NSA, Fort Meade, MD 20755-6000.

(2) One copy of all other intelligence agreements to The General Counsel, Defense Intelligence Agency, Washington, DC 20340-1029.

(3) One copy of all intelligence agreements to The General Counsel, HQDA, 104 Army Pentagon, Washington, DC 20310-0104.

CHAPTER 3

ACQUISITION AND CROSS-SERVICING AGREEMENTS

SECTION I

GENERAL

3-1. INTRODUCTION

a. This chapter applies to the acquisition, transfer, and exchange of logistic support, supplies, and services (LSSS) ([app B](#)) provided to or received from eligible foreign governments and international organizations in accordance with DOD-, USEUCOM-, or DA-negotiated ACSAs and IAs.

b. These provisions do not apply to the same types of support when procured from U.S. commercial sources or foreign commercial sources. Commercial acquisitions are subject to the FAR and other DOD and DA policy and procedures.

c. ACSAs and IAs, which are international agreements ([chap 2](#)), generally authorize the acquisition, transfer, and exchange of LSSS to and from eligible foreign governments and international organizations. They also establish the requirement for reciprocal pricing and authorize reimbursement or collection to be made by cash payment, replacement-in-kind (RIK), or equal-value exchange (EVE).

d. ACSA is a military-to-military program and, by law, requires reimbursement to or from participating parties for LSSS received or provided.

e. ACSA complements but does not substitute FMS, direct commercial sales, or standard contracting.

3-2. BACKGROUND

a. The acquisition and cross-servicing statute, 10 USC 2341 through 2350, was enacted to—

- (1) Simplify acquisitions and exchanges of LSSS between the U.S. and foreign forces.
- (2) Increase the readiness of the U.S. Armed Forces.

b. ACSA authority—

(1) Provides Service component commands legal authority to acquire, provide, and exchange mutual logistic support during training, exercises, and military operations. ACSAs provide for expedited access to the logistic assets of an eligible foreign country's armed forces or international organization to meet the logistic-support requirements of deployed U.S. Armed Forces.

(2) Allows cash payment, EVE, and RIK as methods of reimbursement for LSSS between the Armed Forces of the United States and the military forces of eligible foreign governments and international organizations with whom the United States has concluded an ACSA.

c. An ACSA—

(1) Authorizes the acquisition and transfer of LSSS between the U.S. Armed Forces and the military forces of eligible foreign governments or international organizations.

(2) Establishes reciprocal pricing principles for LSSS.

(3) Establishes cash payment, RIK, and EVE as alternate means of liquidating credits and liabilities accrued from acquisitions and transfers.

(4) Prescribes total annual ceilings for reimbursable credits and liabilities (not applicable during active hostilities).

(5) Requires annual reports on all transactions in the previous fiscal year and on projected requirements for the next fiscal year.

(6) May not be used to procure goods or services reasonably available from U.S. commercial services.

(7) Requires Joint Staff, OSD, and DOS approval of LSSS “retransfers” from the original foreign recipient to another foreign country or international organization.

3-3. LEGAL AUTHORITY

All logistic support acquired, provided, or transferred under the authority of an ACSA or IA must comply with the provisions of 10 USC 2341 through 2350, DODD 2010.9, CJCSI 2120.01C, Army Directive 2012-12, USEUCOM Directive 60-8, and the ACSA and IAs (as applicable) in effect between DOD and the other party.

3-4. RESPONSIBILITIES

a. Principal Assistant Responsible for Contracting (PARC), USAREUR. The PARC will help ensure that USAREUR is in compliance with DODD 2010.9, paragraph 4.12, for complex acquisitions and acquisitions in excess of the simplified acquisition threshold (currently \$150,000).

b. Office of the Deputy Chief of Staff (ODCS), G4, HQ USAREUR. The ODCS, G4, will—

(1) Coordinate priorities for the distribution of ACSA ceiling authorizations among requirements received from authorized commanders on approval by the appropriate HQ USAREUR staff principals. (This requirement is not applicable during contingency operations (CONOPS).)

(2) Review requests for LSSS from authorized commanders to determine desirability under the ACSA.

(3) Provide technical expertise on requests regarding the pricing of LSSS.

(4) Develop and coordinate procedures for transferring LSSS.

c. ODCS, G8, HQ USAREUR. The ODCS, G8, will—

(1) Distribute ACSA reimbursable authorizations that establish annual dollar limits on ACSA transactions. (This requirement is not applicable during CONOPS.)

(2) Be the HQ USAREUR staff office of primary responsibility (OPR) for ACSA execution, policy, procedures, management, and oversight.

(3) Coordinate functional reviews of requests for LSSS under the ACSA when appropriate.

(4) Request technical expertise from appropriate USEUCOM and HQ USAREUR staff principals, IMCOM-Europe, and USAREUR major subordinate and specialized commands to develop, appraise, and negotiate pricing provisions.

(5) Assign customer identification codes for ACSA transactions and compile annual lists of all ACSA transactions to be included in ACSA reports.

(6) Distribute printed or electronic versions of ACSAs to authorized commanders when requested or when new, updated, or renewed ACSAs have been completed.

(7) Prepare and submit annual ACSA ceiling authorization requests for USAREUR, USAREUR major subordinate and specialized commands, and IMCOM-Europe. (This requirement is not applicable during CONOPS.)

(8) Monitor the allocation of the ACSA ceiling authorization by USAREUR, USAREUR major subordinate and specialized commands, and IMCOM-Europe. (This requirement is not applicable during CONOPS.)

(9) Compile and maintain a list of ACSA implementing and approving officials (IAOs). The list must include each ACSA IAO's monetary ceiling for each transaction and each IAO's most recent training date.

(10) Request that USEUCOM provide the U.S. Army share of the DOD ceiling on reimbursable transactions. The USAREUR G8 will redistribute the ACSA ceiling to HQ USAREUR staff principals, USAREUR commands, and IMCOM-Europe annually (or more frequently, if required). The allocation will be based on established mission priorities. Recipients must certify that adequate ACSA ceiling authority is available before entering into or executing reimbursable ACSA transactions.

(11) Consolidate quarterly and annual ACSA reports for submission to USEUCOM as directed.

(12) Publish and update, as required, a USAREUR ACSA Program Standing Operating Procedures (SOP) that provides procedures for appointing, training, and maintaining accountability of ACSA IAOs, and that provides comprehensive procedures that ACSA IAOs must follow when executing an ACSA transaction. The SOP will also prescribe higher levels of review for each acquisition transaction that exceeds \$25,000 and procedures for executing after-the-fact transactions, such as guidance on using AE Form 1-3B.

d. OJA, HQ USAREUR. OJA, HQ USAREUR, will review requests for LSSS to determine whether or not the requested support is authorized under ACSA authority and will advise HQ USAREUR staff principals and IMCOM-Europe on issues concerning ACSAs.

e. HQ USAREUR Staff Principals; Commanders of USAREUR Major Subordinate Commands; Director, IMCOM-Europe; and Commanders of Tenant Commands. HQ USAREUR staff principals; commanders of USAREUR major subordinate commands; the Director, IMCOM-Europe; and commanders of tenant commands who oversee or provide LSSS will—

(1) Review requests for LSSS within their commands or organizations.

- (2) Coordinate requests for ACSA orders with the IAD.
- (3) Manage ACSA execution within their commands or organizations.
- (4) Maintain associated ACSA transaction files as prescribed by AR 25-400-2.
- (5) Prepare quarterly and annual ACSA reports according to [paragraph 3-24](#) of this regulation.

f. USEUCOM J4. The USEUCOM J4 has sole responsibility and authority to draft ACSAs and IAs between DOD and foreign ministries of defense within its AOR. This authority has not been further delegated.

SECTION II POLICY AND CONSTRAINTS

3-5. POLICY REQUIREMENTS AND LIMITATIONS

a. Reimbursable acquisitions and transfers executed under ACSA authority must comply with annual DOD authorization and appropriation acts, and adequate funds must be available. Restrictions in annual authorization and appropriation acts apply to ACSA transactions.

b. USAREUR commands and activities must anticipate changing requirements for reimbursable support and initiate the required planning, programming, and budgeting for such support. Commanders will arrange to replace stocks transferred under ACSAs on a reimbursable basis except when no further requirement exists for the stocks.

c. Commanders will not use foreign sources in accordance with an ACSA as a routine source of LSSS when the required support, supplies, or services are reasonably available from U.S. sources.

d. Commanders will not use ACSA authority to acquire LSSS that would normally be acquired through commercial contract and is not otherwise covered by an ACSA or its associated IA.

e. Only LSSS in the inventory of or under the jurisdiction and control of U.S. Army elements in USAREUR may be transferred to governments of eligible countries and international organizations or entities.

f. Governments of eligible countries and international organizations, NATO subsidiary bodies, and U.N. organizations will not use the U.S. Army as the routine source of LSSS when the required items and services are available from the U.S. Government through FMS procedures or are reasonably available from U.S. commercial sources.

g. U.S. Army element inventory levels will not be increased solely to fulfill transfer commitments made under an ACSA.

h. Restrictions in annual DOD authorizations and appropriation acts apply to acquisitions made under this regulation. The ACSA authority should normally be used for temporary logistic support requirements, normally not to exceed 12 consecutive months, except when LSSS directly supports CONOPS.

i. An ACSA may not be used for the acquisition of LSSS chargeable to an appropriation or fund for which the acquiring command is not authorized to incur obligations.

j. An ACSA may not be used to transfer initial quantities or repair parts connected with the initial order quantity of major end items of organizational equipment covered in tables of organization and equipment, tables of distribution and allowances, or similar documents.

3-6. TEMPORARY LOAN OR LEASE OF MILITARY EQUIPMENT

Temporary loan or lease of military equipment may be authorized under an ACSA for authorized items when the equipment is not subject to an FMS case and the Arms Export Control Act (22 USC 2778). The USEUCOM J4 can help determine whether an ACSA or an FMS case should be used. If ACSA and FMS are not applicable, AR 700-131 will apply.

3-7. SPECIFIC ITEMS NOT AUTHORIZED TO BE ACQUIRED OR TRANSFERRED

The following items may not be acquired or transferred using ACSA authority:

- a. Cartridge and propellant actuated devices.
- b. Chaff and chaff dispensers.
- c. Chemical ammunition other than riot-control agents.
- d. Distinctive military uniforms and insignia.
- e. Formal courses of instruction or training.
- f. Guidance kits for bombs or other ammunition.
- g. Guided missiles.
- h. Initial quantities of replacement and spare parts for major end items of equipment covered by tables of organization and equipment, tables of distribution and allowances, or equivalent documents.
- i. Items subject to the United States Munitions List of the Arms Export Control Act (22 USC 2778).
- j. Major construction.
- k. Major end items of equipment.
- l. Naval mines and torpedoes.
- m. Nuclear ammunition and included items (demolition munitions, projectiles, warhead sections, warheads and training ammunition).
- n. Source, byproduct, or special nuclear material, or other material article, data, or item of value the transfer of which is subject to the United States Atomic Energy Act of 1954.
- o. Weapon systems.
- p. Goods or services that are reasonably available from U.S. commercial sources.

3-8. ACSA ORDER AND EXECUTION PROCEDURES

All ACSA transactions must be recorded in the ACSA Global Automated Tracking & Reporting System (AGATRS). ACSA acquisition, transfer, and exchange of LSSS will be documented and carried out using AE Form 1-3A (app C) or the AGATRS-generated form. Older agreements and IAs may refer to AE Form 12-16A-R or STANAG 3381. In some circumstances, executing an ACSA transaction using a STANAG 3381 may be more advantageous. This is acceptable, but these transactions must also be recorded in AGATRS within 10 workdays after the manual order has been signed. When completing an order, the ordering official will do the following (referenced block numbers apply to AE Form 1-3A only and will vary with other authorized order forms):

- a. Identify the ACSA agreement number which authorizes the LSSS transaction (block 2).
- b. Include a general description (block 13) of each item of required LSSS. This includes the quantity (block 15) and cost (blocks 28 and 29) of each requested item.
- c. Specify the date the support is required and for how long (block 8).
- d. Identify the other party involved in the transaction (block 6) and have the authorized POC sign in block 18.
- e. List the name and telephone number of the requesting activity POC (block 4). The POC must have delegated ACSA signature authority to sign (block 10) the AE Form 1-3A for his or her nation.
- f. Identify if the reimbursement is agreed to be in the form of cash, by RIK, or by EVE (block 17).
- g. Include appropriate related documents (for example, spreadsheet with items listed, site maps, plans, SOPs). List attachments in the description (block 13).
- h. Certify that funds are available for cash-reimbursable acquisitions (that is, using a funding memo or purchase request and commitment form (DA Form 3953)).
- i. Ensure that the ACSA ceiling authorization is available to cover proposed cash-reimbursable acquisitions and transfers. (This is not applicable during active hostilities.)
- j. Ensure that the desired LSSS is not reasonably available from U.S. or host nation (HN) commercial sources, through normal military sales, or through other authorized and preferred acquisition procedures.

3-9. ESTABLISHING NEED AND LEGALITY

The IAD will—

- a. Determine whether USAREUR has the authority to enter into ACSA transactions.
- b. Coordinate the request with the HQ USAREUR staff principal having primary responsibility for the area covered in the request to determine if the request is founded and in the best interest of USAREUR. The request will then be coordinated with the following:
 - (1) The KFLD to determine whether or not the request is legally objectionable.
 - (2) The theater contracting command (TCC) for complex acquisitions and acquisitions in excess of the simplified acquisition threshold (currently \$150,000).
- c. Inform the requesting commander of the action being taken.

3-10. DELEGATING AUTHORITY TO EXECUTE ACSA ORDERS (TRANSACTIONS)

a. The ACSA Program Manager (assigned to IAD) will delegate authority to execute ACSA orders by appointing ACSA IAOs. This authority may be delegated to the lowest practical and prudent level. The criteria for appointments will be included in the USAREUR ACSA Program SOP ([para 3-4c\(12\)](#)).

b. IAOs who have been delegated authority to execute ACSA orders will—

(1) Distribute copies of the ACSA and IA as required to all activities within their AOR authorized to provide support in accordance with the arrangement, the servicing RMO, and the servicing finance and accounting office (FAO), or DFAS office.

(2) Ensure that ordering activities use AE Form 1-3A or other approved order form.

(3) Provide dollar estimates for proposed cash-reimbursable acquisitions, transfers, and exchanges for the next fiscal year. Estimates must be sent to the IAD by 30 April of each year if the arrangement will be in effect during the coming fiscal year.

(4) Consolidate and report the dollar value of all ACSA orders, including RIK and EVE transactions, to the IAD each quarter, not later than the 10th of January, April, July, and October. [Appendix D](#) provides the reporting format.

(5) Ensure that all ACSA transactions are promptly recorded, properly documented and closed out in AGATRS.

(6) Comply with all provisions of this regulation when processing logistic-support transactions.

(7) Certify fund availability for cash-reimbursable acquisitions before signing ordering documents.

(8) Maintain an accounting of all transactions made in accordance with the ACSA or corresponding IA (for example, perform a quarterly reconciliation between both nations).

(9) Ensure documentation for each transaction is properly completed and distributed to provide property and financial accountability.

(10) Ensure records and reports of RIK and EVE transactions are prepared and submitted.

(11) Ensure the ACSA ceiling authority is certified for each cash-reimbursable acquisition and transfer transaction and, when a ceiling is given, does not exceed that threshold without written authorization from the IAD.

(12) Ensure adequate stocks are available from current inventory levels to meet USAREUR requirements before accepting orders for transfer of LSSS.

(13) Ensure proper pricing procedures are followed.

(14) Coordinate ACSA transactions with the supporting RMO and FAO or DFAS to ensure the transactions comply with fiscal law and policy.

SECTION III NON-CASH TRANSACTIONS

3-11. REPLACEMENT-IN-KIND (RIK)

a. RIK transactions are conducted under an ACSA or associated IA in which the receiving party replaces LSSS it has received with LSSS of an identical or substantially identical nature.

b. Authority for RIK must be in the applicable ACSA or associated IA and agreed to by each party before the transaction occurs.

c. Each party must agree on the replacement date. Replacement must be made within 1 year after the initial LSSS transfer. If RIK does not occur within 1 year, the transaction will convert to a payment in cash. The replacement date must be entered in the appropriate block of the ACSA order form documenting the transaction.

3-12. EQUAL-VALUE EXCHANGE (EVE)

a. EVE transactions are exchanges conducted under an ACSA or associated IA in which the receiving party replaces LSSS it has received with LSSS having an equal monetary value.

b. EVE transactions use the actual or estimated prices in effect at the time the transaction is approved.

c. The parties must be satisfied that each party has received and provided logistic support of an equal value.

d. Each party must agree on a replacement date. Replacement must be made within 1 year after the initial LSSS transfer. If the exchange does not occur within 1 year, the transaction will convert to a payment in cash. The replacement date must be entered in the appropriate block of the ACSA order form documenting the transaction.

3-13. RIK AND EVE POLICY AND PROCEDURES

a. Before conducting a RIK or EVE transaction, the authorized U.S. administrator must determine that the receiving party can and will provide replacements that are identical, substantially identical, or equal in value to the LSSS provided. The replacement must be of similar quality and have the same form, fit, and function as the support provided. Support provided and received in EVE transactions need not be of equal price but must be of equal value.

b. If a RIK or EVE transaction takes place within the replacement schedule (which may not be more than 1 year), the transaction is not subject to the annual ceiling prescribed by Congress for DOD cash-reimbursable ACSA transactions. No annual dollar limit exists on the value of LSSS that can be provided or received through RIK or EVE.

c. If a RIK or EVE is not completed according to the replacement schedule agreed to by the parties, the supplying party will convert the transaction to a cash-reimbursable transaction. The responsible commander or administrator will prepare and sign a memorandum explaining the circumstances of the defaulted transaction. This memorandum must accompany the transaction documentation (signed AE Form 1-3A or other approved form).

d. The price assigned to defaulted transaction items will be the replacement cost of material or services as of the date that the replacement was due.

e. Commanders or administrators executing RIK and EVE transactions must maintain documents supporting the transactions in a chronological suspense file until replacement is complete. After replacement, transaction documents must be kept as required by property accountability policy, records-retention regulations, or for 1 year, whichever is the longest.

SECTION IV PRICING AND FINANCIAL POLICY AND PROCEDURES

3-14. GENERAL

a. Before an ACSA transaction takes place, whether on a cash-reimbursable, RIK, or EVE basis, a price must be determined for the LSSS involved.

b. The price of LSSS acquired by the U.S. Army must be found to be fair and reasonable and must comply with the principle of reciprocal pricing when applicable.

c. The price of the LSSS must be entered on source documents that identify authorized dollar amounts to be recorded in financial and property accountability records.

d. An ACSA authorizes two methods for pricing LSSS, reciprocal and nonreciprocal ([para 3-15](#)). Pricing methods must be established in the ACSA or associated IA. Commanders or administrators with questions about which pricing method to use should contact the IAD.

3-15. RECIPROCAL AND NONRECIPROCAL PRICING

a. Reciprocal pricing requires the supplying party to charge the U.S. Army the same prices it charges other branches of Service for the same support. DFAS-IN Regulation 37-1, chapter 13, provides guidance on reciprocal pricing. The price for supplies in the U.S. Army inventory will be valued at the price in the Army Master Data File. Questions about the accuracy of prices charged by eligible governments or international organizations and entities under reciprocal pricing should be addressed to the IAD.

b. Nonreciprocal pricing will be determined according to FMS pricing procedures in DFAS-IN Regulation 37-1, chapter 13. Acquisitions under nonreciprocal pricing require a determination that the quoted price is fair and reasonable before the transaction takes place. Commanders may request assistance from the TCC in making this determination. Additional assistance may be requested from the 266th Financial Management Support Center, Unit 23122, APO AE 09227-3152.

c. When the U.S. Army provides LSSS through RIK or EVE, a price will be entered on the order form for all line items of support. If an item or service does not have an established DOD price, a price or rate will be estimated based on a similar item or service and on experience.

3-16. WAIVING COSTS

Indirect costs (including charges for plants and production equipment), administrative surcharges, and contract-administration costs may be waived reciprocally in arrangements that provide for reciprocal or nonreciprocal pricing. This determination must be in the governing ACSA.

3-17. ESTIMATES AND ACTUAL COSTS

A price will be estimated for RIK transactions and entered on the ACSA order. The price will be a general estimate of the price to be billed if the RIK transaction converts to a cash-reimbursable transaction. In these cases, the actual price will be determined at the time the transaction is converted to a cash-reimbursable transaction. The U.S. Army will use the actual price to prepare the annual report of RIK transactions.

3-18. FINANCIAL POLICY

a. Documents sent to the RMO, FAO, or DFAS to support billings or payments must include the ACSA customer identification code and the ACSA order requisition number from block 1 of the ACSA order.

b. The U.S. Army activity that receives or provides support is responsible for all required documentation. The U.S. entity that receives or provides the LSSS support is the “burdened account” (responsible for negotiating, coordinating, pricing, and reconciling all support provided, including preparing the ACSA order and obtaining signatures from authorized country representatives).

c. During the fiscal year, total liabilities accrued (obligations) and total credits accrued (earned reimbursement) must not exceed the available ceiling authorizations, if any are in place. (This is not applicable during CONOPS.)

(1) Total liabilities resulting from the cash-reimbursable acquisition of supplies other than petroleum, oils, and lubricants (POL) must not exceed the designated ceiling.

(2) Liabilities and credits will be computed without reduction for cash-reimbursable-accounts receivable or reimbursable-accounts payable.

(3) Cash-reimbursable acquisitions and transfers will not be made unless the U.S. Army activity making the transaction has a high enough ceiling authorization for cash-reimbursable acquisitions and transfers.

(4) Dollar ceilings for cash transactions do not apply during hostilities; nor do they apply to RIK and EVE transactions at any time.

d. Payment for material or services provided by the U.S. Army initially recorded as a sales transaction may be credited to the current year of the account even if the transaction was initially funded with previous-year funds.

e. Payment for a transaction initially recorded as a RIK or EVE transaction but converted to a reimbursable transaction because of non-receipt of replacement materials or services may be credited to the current year of the account even if the transaction was initially funded with previous-year funds.

f. Compensation for acquisitions and transfers must be by payment in the currency stated in the applicable ACSA or associated IA.

g. Liabilities and credits must be reconciled and liquidated at least once every month.

(1) Bills must be accompanied by necessary supporting documents and paid within the period stated in the respective ACSA or IA.

(2) RIK and EVE transactions must be settled through the issue or receipt, as applicable, of replacement or exchange of supplies or services according to the replacement schedule. Time limits established in the replacement schedule will not exceed 1 year. If replacement is not effected within the year, the transaction must be converted to a cash-reimbursable transaction and the accounts receivable or payable must be liquidated as described above.

h. U.S. Army-supplied material from an open allotment (DA-level) funded inventory will not be processed through the Resource Management/Expense Reporting System for obligation and billing purposes.

i. U.S. Army-purchased material will not be carried in the Operations and Maintenance, Army, funded inventory. Purchases will be charged directly to the USAREUR organization or other Army command.

3-19. PROCEDURES FOR RESOURCE MANAGEMENT OFFICERS

Responsible officials at the RMO, in coordination with the supporting budget agency, will—

a. Delegate authority for the certification of appropriated funds and ACSA-ceiling authorization involving cash-reimbursable acquisitions and transfers.

b. Coordinate procedures to control obligations, automatic-reimbursable orders received, fund-availability certification, implementing or acquisition arrangements, and copies of ACSA orders that affect RMO and FAO or DFAS operations.

c. Coordinate with the supporting FAO or DFAS to ensure that the required accounting codes (for example, work breakdown structure, vendor codes) are assigned for ACSAs before the performing activity executes an ACSA transaction.

d. Maintain an ACSA ceiling authorization when applicable.

e. Ensure contractual requirements on the ACSA order have been completed according to the procedures in [appendix C](#).

f. Process obligations and automatic-reimbursable orders received and send them to the FAO or DFAS.

g. Provide the complete accounting classification to activities.

h. Maintain data for defaulted RIK and EVE transactions and determine their effect on current and future fiscal year appropriations.

i. Review financial reports to ensure that the ceiling authority for cash-reimbursable acquisitions and transfers has not been exceeded, when applicable.

3-20. PROCEDURES FOR U.S. ARMY COMMANDERS CONDUCTING ACSA TRANSACTIONS

Authorized U.S. Army commanders will—

a. Comply with the provisions of this regulation, the ACSA, and the associated IA.

- b. Obtain the ACSA ceiling authority from their RMO or other budget office.
- c. After receiving concluded ACSA orders involving cash-reimbursable transactions, send copies of the transactions to the supporting RMO and FAO or DFAS.
- d. Provide completed copies of the ACSA order, receiving report, and invoice to the supporting RMO and FAO or DFAS after a transaction is completed.

3-21. PROCEDURES FOR FINANCE AND ACCOUNTING OFFICERS IN PROCESSING ACSA TRANSACTIONS

The USAREUR ACSA SOP will provide procedures for accounting for ACSA transactions, including their payment and collection procedures.

3-22. REQUESTING CEILING AUTHORIZATION

- a. When ACSA ceilings are in effect, the IAD will notify authorized commanders and organizations by 1 April each year of the requirement to submit requests for ACSA dollar authorizations for the next fiscal year. Requests must also be submitted for anticipated RIK and EVE transactions.
- b. Commands and organizations will send requests for ACSA authorizations to the IAD by 30 April each year.
- c. The IAD will—
 - (1) Combine requests and establish a list of requirements in priority order.
 - (2) Send the consolidated request to the USEUCOM J4 by 1 June each year.
 - (3) Receive acquisition and transfer authorizations from USEUCOM before 1 October each year.
 - (4) Distribute acquisition and transfer authorizations based on established priorities.
 - (5) Distribute ACSA authorizations to appropriate budget agencies.

SECTION V LANGUAGE AND REPORTING REQUIREMENTS

3-23. LANGUAGE REQUIREMENTS

The language requirements in [paragraph 2-9](#) of this regulation apply.

3-24. REPORTING REQUIREMENTS

Reports required under the ACSA apply to all transactions with governments of NATO allies, NATO subsidiary bodies, and U.N. organizations. The reporting format is in [appendix D](#).

- a. Each commander tasked to execute ACSA transactions will prepare a consolidated annual report of the transactions conducted by subordinate elements and send the report to the ACSA Program Manager by 10 October each year.
- b. Commanders will also send quarterly reports to the ACSA Program Manager by the 10th day after each fiscal quarter ends (that is, 10 Jan, 10 Apr, 10 Jul, and 10 Oct).
- c. [Figures E-1 through E-4](#) provide reporting formats.

CHAPTER 4 CO-USE AGREEMENTS

SECTION I INTRODUCTION

4-1. GENERAL

a. The guidance in this section applies only to co-use agreements within Germany. Co-use agreements within the territory of other countries are subject to the laws, policy, and procedures of those nations. Requests for authorization to enter into a co-use agreement outside of Germany must be sent to the IAD for consideration. If the co-use agreement would have no significant effect on policy, the USAREUR G8 will refer the request to IMCOM-Europe or through IMCOM-Europe to the appropriate garrison to administer the agreement. The garrison agreements specialist will then draft the agreement for the signature of the Chief, IAD, and provide the draft agreement to IMCOM-Europe, which will coordinate with concerned parties and acquire concurrence from the respective local law center (Northern Law Center, 21st Theater Sustainment Command for the Benelux countries; Staff Judge Advocate, USARAF/SETAF, for Italy). After the coordination and legal review are completed, IMCOM-Europe will forward the draft agreement to the IAD for signature.

b. Germany makes accommodations available to the U.S. Forces under the NATO SOFA Supplementary Agreement and the Protocol of Signature for defense purposes and the welfare of U.S. Forces and its civilian component. The accommodations remain under the ownership of Germany or other German parties (for example, cities, communities, individuals). Therefore, the U.S. Forces may, as a rule, allow non-U.S. parties to use these accommodations only with the written consent of Germany. In this context, Germany is represented by the *Bundesanstalt für Immobilienaufgaben (BImA)* (Federal Real Estate Agency). Co-use agreements (formerly called joint-use agreements, third-party agreements, or two-party agreements) are used to authorize the use of U.S.-controlled accommodations by non-U.S. parties.

c. Co-use agreements are entered into with third parties, including but not limited to the following:

- (1) Border guards (for example, *Bundespolizei* (German Federal Police)).
- (2) German private associations (registered clubs identified by “e. V.” at the end of their name).
- (3) Individuals.
- (4) Industrial enterprises.
- (5) Municipalities.
- (6) Police.
- (7) Postal entities.

d. Co-use of a U.S. Army accommodation by non-U.S. parties may not occur until an appropriate agreement has been negotiated and concluded by representatives of *BImA* and the IAD.

4-2. APPLICABLE LAWS AND REGULATIONS

a. Articles 48 and 53 of the Supplementary Agreement to the NATO SOFA include general provisions concerning the co-use of U.S. accommodations by non-U.S. parties.

b. Co-users must comply with the provisions of applicable U.S. and German laws, as well as Army in Europe regulations and policy governing the conduct of persons and organizations on U.S. facilities. The more stringent provisions among the applicable laws will apply to the co-user in all cases.

4-3. LEASING NONEXCESS EQUIPMENT AND FACILITIES

10 USC 2667 permits leasing nonexcess equipment and facilities to a person or organization outside of a DOD activity. Leasing of U.S. Army equipment and facilities is also subject to AR 700-131.

SECTION II SPECIAL AREAS AND PROCEDURES

4-4. SPECIAL AREAS

a. One-Time Co-Use. Co-use agreements are required for the one-time use of U.S. facilities and equipment. This requirement may be waived only by the IAD. An example of a one-time co-use would be a minor one-time transit through a U.S. Army accommodation. In such a case, the U.S. commander must—

- (1) Consult the servicing judge advocate office.
- (2) Coordinate with the IAD, IMCOM-Europe, or both.
- (3) Obtain a liability statement to be signed by the transiting party.

b. Private Organizations (POs). The use of U.S. facilities (including utilities and in-place equipment) by POs (for example, activities on airfields, ranges, race tracks, buildings) requires the conclusion of a license or lease agreement. The Director, IMCOM-Europe, and garrison commanders may negotiate and conclude these agreements. Co-use agreements for POs with German members must be coordinated with the NATO SOFA Office of the Provost Marshal, Protect Division, G3/4, Office of the Deputy Chief of Staff, G3/5/7, HQ USAREUR, and the USAREUR Customs Executive Agency, Office of the Provost Marshal, Protect Division, G3/4, Office of the Deputy Chief of Staff, G3/5/7, HQ USAREUR, for the use of any tax- and duty-free equipment or items.

c. Airfields. Parties requesting co-use of U.S. facilities or equipment must obtain and are responsible for maintaining all necessary HN and U.S. Army permits, certifications, and authorizations, with the following exceptions:

(1) German Federal, State, county, and municipal entities (for example, German Forces, border guards, police, and *Zoll* (customs)) do not require conclusion of a co-use agreement for access to and use of U.S. Army airfields when conducting their official duties.

(2) Letters of agreement (LOAs) may be entered into by a U.S. Army airfield commander with non-Army agencies (for example, U.S. Navy, U.S. Air Force, foreign branch of service, civilian fire department, civilian medical agency). Mission airfield commanders must coordinate the LOA with the affected garrison commander before the LOA is signed.

NOTE: Exceptions to (1) and (2) above must be coordinated with the NATO SOFA Office and the USAREUR Customs Executive Agency for customs controls.

d. Golf Courses. The co-user's annual cost share will be based on the co-user club membership use of the golf course (either according to membership number or rounds played). The formula used for the compensation will be part of the agreement. Members of co-user clubs do not become "members," "affiliate members," or "patrons" of the Family and morale, welfare, and recreation (FMWR) facilities, but are subject to the provisions of the co-use agreement. Neither co-user clubs nor their members may make any tax- or duty-free purchase at the FMWR facility without NATO SOFA Office concurrence and specific authorization in the co-use agreement. Deviations from the agreement will be valid only if the NATO SOFA Office has obtained specific authority for the deviation from the Federal Ministry of Finance (Customs).

e. New Construction and Alterations. No construction or alteration of any kind may be made to U.S. facilities or equipment under a co-use agreement unless expressly authorized by the co-use agreement and approved by the garrison commander and the responsible representative of Germany.

f. Gifts and Donations. Gifts and donations may be accepted or related to a co-use agreement subject to the Joint Ethics Regulation (DOD 5500.7-R), AR 1-100, AR 1-101, and AR 215-1. Additionally, the appropriate German authorities must provide written concurrence when Federally owned property is involved. Tax- and duty-free gifts and donations must be coordinated with the NATO SOFA Office and the Federal Ministry of Finance (Customs) for approval if the recipient has no NATO SOFA status.

g. Sheep Grazing. In Germany, sheep grazing does not constitute a case of co-use in the sense of Article 53, paragraph 5, of the Supplementary Agreement to the NATO SOFA. Sheep grazing is settled under an agreement directly between Germany and the shepherd when involving U.S. accommodations. The IAD will coordinate these requests from the German Government with IMCOM-Europe.

h. Commercial Use. Commercial co-use of U.S. Army facilities is not authorized unless the *BImA* explicitly agrees to it.

i. U.S.-Sponsored Events With Non-U.S. Participants.

(1) If the event is sponsored by the U.S. Forces, a co-use agreement is not required. Non-U.S. parties to the agreement should, however, sign a liability statement prepared by the servicing judge advocate.

(2) U.S.-sponsored events that are open to the general public must be coordinated with the NATO SOFA Office and the Federal Ministry of Finance (Customs) for approval. No co-use agreements are required for these events.

(3) A co-use agreement is required if the sponsor of an event that is open to the public is a non-SOFA entity and the U.S. Forces are cosponsoring the event on a U.S. Forces installation or property.

j. U.S. Use of Non-U.S. Property. U.S. Army organizations may enter into co-use agreements for U.S. Army organizations to use non-U.S. facilities, property, or equipment, subject to applicable U.S. and HN laws. These co-use agreements may not, however, obligate U.S. funds. If funds are required for co-use of the subject facilities, property, or equipment, contracting procedures must be followed and the agreement must be coordinated with the servicing contracting office.

4-5. PROCEDURES

a. Requesting a Co-Use Agreement.

(1) The potential co-user must submit a written request to the local office of the *BImA*. If the *BImA* concurs with the request, the *BImA* and the IAD will negotiate a co-use agreement.

(2) If a potential co-user contacts a U.S. commander directly about the co-use of U.S. facilities or equipment, the commander may send a written request through appropriate command channels to the IAD for negotiation of the co-use agreement. Commanders may not make any commitments to the requester or obligate U.S. funds. The request must include at least the following information:

- (a) The requester's name, organization, telephone number, and POC information.
- (b) The U.S. accommodation or facility requested for co-use.
- (c) The type of co-use.
- (d) The frequency of co-use.
- (e) The duration of co-use.
- (f) A recommendation and the basis for supporting approval or disapproval of the request.
- (g) A U.S. POC's name and telephone number.

b. Negotiation and Coordination. The IAD will draft the co-use agreement, coordinate it with all interested U.S. parties (including the ILOD and IMCOM-Europe), and submit the agreement to *BImA* for acceptance and signature.

c. Signing and Concluding a Co-Use Agreement. The IAD will designate the appropriate U.S. signatory for the co-use agreement. After all parties have signed the co-use agreement, the agreement must be sent to the IAD for recordkeeping.

d. Distribution of Co-Use Agreements. The IAD will distribute the co-use agreement to all applicable parties and may delegate the authority to implement and administer the co-use agreement to a specific U.S. command.

e. Changes, Terminations, and Suspensions. Changes, terminations, and suspensions of co-use agreements must be coordinated with and approved by the IAD and must be in writing.

SECTION III

LIMITATIONS, LANGUAGE REQUIREMENTS, AND REPORTING REQUIREMENTS

4-6. LIMITATIONS

a. The existence of a co-use agreement does not authorize the co-user, its members, or guests to make any tax- or duty-free purchase at U.S. Forces sales facilities (including ammunition at ranges; balls, tees, or gloves at golf courses; food at dining facilities). Only the NATO SOFA Office may grant an exception to this restriction after obtaining specific authority from the Federal Ministry of Finance (Customs). Any authorization must be included in the co-use agreement.

b. Co-users must pay their pro-rata share of operating costs attributed to their use of U.S. Army facilities and equipment according to actual or estimated costs. If the administrative cost for collecting the co-user's share exceeds the amount to be reimbursed, the garrison commander may waive the co-user's cost share. A statement authorizing the waiver must be part of the co-use agreement. If a co-use agreement involves financial reimbursement, the U.S. legal authority to expend funds or collect funds will be identified in the agreement.

c. Co-users are not permitted to use U.S. facilities or equipment under a co-use agreement for profit-making activities.

d. Co-use agreements may be executed for a maximum of 2 years at a time.

e. Co-use agreements may not commit or obligate funds on behalf of the U.S. Government.

4-7. LANGUAGE REQUIREMENTS

Co-use agreements are normally written in English and German. When written in both languages, the agreement must state that both versions are equally binding ([para 2-9](#)).

4-8. REPORTING REQUIREMENTS

There are no reporting requirements to other U.S. commands or agencies for co-use agreements.

CHAPTER 5 OTHER AGREEMENTS

SECTION I INTRODUCTION

5-1. GENERAL

If an agreement does not fall within the categories described in [chapters 2 through 4](#) or under another applicable directive, instruction, regulation, or policy, the IAD will coordinate with the ILOD to determine how to proceed. This determination will be made on a case-by-case basis and depends on whether USAREUR has the authority to enter into such an agreement and, if so, what format and procedures should be followed.

5-2. OTHER AGREEMENTS

a. Other Agreements Covered by This Chapter. Other agreements include but are not limited to contingency agreements, installation support agreements, medical support agreements, partnership agreements, training agreements, and transit agreements. Exercise-support agreements (ESAs) are also covered by this chapter ([sec III](#)), though the process for ESAs differs from other agreements because of specific legal, coordination, and procedural constraints that must be followed.

b. Agreements Not Covered by This Chapter. Agreements not covered by this chapter include the following:

(1) Administrative agreements involving construction work in Germany (AR 420-1).

(2) Administrative arrangements coordinated by and concluded between the NATO SOFA Office and the Federal Ministry of Finance (Customs) on customs controls, customs procedures, customs policy, and exceptions to customs or tax provisions of the NATO SOFA, the Supplementary Agreement, or IAs affecting the U.S. Forces and its personnel ([AE Reg 550-175](#)). These administrative arrangements will be coordinated with the ILOD. The CG, USAREUR, Customs Executive Agent has signature authority for administrative arrangements concluded with the Federal Ministry of Finance (Customs).

- (3) Claims agreements ([AE Pam 27-2](#)).
- (4) Contracts made under the FAR.
- (5) Contracts with civilian personnel (for example, canteens for local national personnel ([AE Reg 690-81](#))).
- (6) Environmental agreements ([AE Reg 200-1](#)).
- (7) Special event agreements (for example, flea markets) ([AE Reg 550-175](#)).
- (8) FMS credit agreements, FMS letters of offer and acceptance, and defense sales agreements.
- (9) Foreign criminal and civil jurisdiction agreements ([AE Reg 550-50](#), [AE Reg 550-56](#)).
- (10) German-American fest agreements ([AE Reg 550-175](#)).
- (11) Hunting and fishing procedures in Germany ([AE Reg 215-145](#)).
- (12) Intelligence agreements ([AE Reg 381-6](#)).
- (13) Interservice and intergovernmental agreements (DODI 4000.19, [AE Reg 1-7](#)).
- (14) Leases under the Arms Export Act, chapter 6, or 22 USC 2751 and subsequent sections.
- (15) Maneuver agreements ([AE Reg 350-22](#)).
- (16) New equipment sustainment and fielding agreements (AR 700-142).
- (17) Pre-financing statements ([AE Reg 415-22](#)).
- (18) Real estate agreements (USAREUR Reg 405-5).
- (19) Incident Response and Emergency Management SOP.
- (20) Residual value agreements ([USAREUR Reg 405-5](#)).
- (21) Unit partnership exchanges ([AE Reg 350-2](#)).

5-3. AUTHORITY TO NEGOTIATE AND CONCLUDE OTHER AGREEMENTS

With the exception of items in paragraphs 5-2b(2), (7), and (10), only the IAD has the authority to negotiate and conclude the agreements in [paragraph 5-2](#).

SECTION II PROCEDURES AND TOPICAL GUIDANCE FOR OTHER AGREEMENTS

5-4. REQUESTING NEGOTIATION OF OTHER AGREEMENTS

Commanders will send requests for negotiations in writing to the IAD. Requests must include at least the following information:

- a. Requester's name, organization, telephone number, and POC.
- b. Objective or mission to be accomplished by an agreement.
- c. Proposed effective date and duration of the agreement.

5-5. COORDINATING THE AGREEMENT

The IAD—

a. Will direct and oversee all subsequent actions related to the staff coordination and negotiation of the agreement, and communicate with the requesting office or organization on any relevant agreement issues.

b. May delegate the authority to negotiate the agreement to a commander or DA employee when appropriate.

5-6. CONCLUDING THE AGREEMENT

The IAD will conclude, sign, distribute, and file the agreement. The IAD may delegate the authority to conclude, sign, and administer the agreement to a commander or DA employee when appropriate. When the authority to sign and administer the agreement is delegated, the IAD will retain final approval and signature authority unless expressly stated otherwise.

5-7. CHANGES, TERMINATIONS, AND SUSPENSIONS OF OTHER AGREEMENTS

Changes, terminations, and suspensions of other agreements must be coordinated with and approved by the IAD unless expressly stated otherwise.

5-8. LANGUAGE REQUIREMENTS

The language requirements in [chapter 2, section III](#), apply.

5-9. REPORTING REQUIREMENTS

There are no reporting requirements to other U.S. commands or agencies for the agreements covered by this chapter.

5-10. SPECIFIC TOPICS FOR COORDINATION

The topics listed below must be brought to the attention of the IAD, which is responsible for negotiating and concluding agreements. These topics must be coordinated with the staff office indicated to ensure compliance with policy.

a. Environmental and Natural Resources. Application of a foreign government's environmental and natural resources laws and policy must be coordinated with and approved by the ILOD.

b. Taxes and Value-Added Tax (VAT). Assessment, exemption, and possible reimbursement of taxes, including VAT, must be expected to occur in accordance with current terms and conditions of applicable existing international agreements with the respective foreign government. Any specific issue or matter to the contrary must be coordinated with the ILOD for resolution or approval.

c. Antiterrorism/Force Protection (AT/FP) and Rules of Engagement (ROE). AT/FP and ROE language or guidance must be coordinated with and approved by the Antiterrorism and Force Protection Branch, Office of the Provost Marshal, G3/4 Protect Division, Office of the Deputy Chief of Staff, G3/5/7, HQ USAREUR, and the ILOD.

d. Criminal Jurisdiction. Any provision regarding criminal jurisdiction must be coordinated with and approved by the ILOD.

e. Claims. Any provision regarding claims must be coordinated with and approved by the Claims Division, Office of the Judge Advocate, HQ USAREUR.

f. Environment. [AE Regulation 200-2](#) establishes the minimum environmental requirements for HQ USAREUR staff offices, USAREUR major subordinate and specialized commands, and non-USAREUR units participating in military exercises that take place outside facilities maintained by IMCOM-Europe or other U.S. Forces agency in the USAREUR AORs to which DOD overseas environmental compliance policy (DODI 4715.5) applies. The Claims Division, Office of the Judge Advocate, HQ USAREUR, will provide advice and support to exercise directors on the legal aspects of environmental engineering matters related to the preparation of ESAs. This specifically includes support in preparing the environmental section and annex, as well as the scope of work portions for environmental baseline surveys, environmental closure reports, and environmental condition reports. In accordance with the HQDA policy memorandum on environmental baseline surveys in global repositioning and closures overseas, training proponents are responsible for funding environmental studies and reports.

g. Unit Partnership Exchanges. Unit partnership agreements do not fall under the provisions of this regulation, but most unit partnership exchanges involve LSSS transactions and may require the use of AE Form 1-3A. Commanders and units must seek help from the IAD or the ODCS, G4, when necessary.

SECTION III EXERCISE-SUPPORT AGREEMENTS

5-11. GENERAL

a. ESAs are not required by U.S. law or policy for exercises and training activities conducted by USAREUR and its subordinate commands. Customarily, an ESA serves as the basic agreement document outlining legal considerations and matters that apply to the presence of U.S. Forces during a training event in a foreign nation. The ESA has annexes for each functional area of support (for example, claims, communications, entry and exit, environment, finance, legal issues, logistic support, medical support, movement and transportation, public affairs) involved in the training event with the foreign nation hosting the training. Commanders and exercise directors may elect to have an ESA for their exercise or training event to help them accomplish their mission by organizing and outlining the particular aspects of administrative and logistic support required during the event. In addition, a foreign government or military organization may require an ESA. In all cases, commanders, exercise directors, and the Chief, Exercise Division, G3/7 Training and Exercise Division (TREX), Office of the Deputy Chief of Staff, G3/5/7, HQ USAREUR, must notify the IAD as soon as possible when an ESA is being considered or required.

b. The IAD is the OPR for all ESAs involving U.S. Forces personnel training in the USAREUR AOR, except for exercises and training events involving United States Special Operations Command-Europe, or events governed by USEUCOM or other component command authority.

c. The IAD will participate in TREX exercise-scheduling conferences to advise interested parties on ESA matters related to exercise and training-event planning.

d. The Exercise Division, TREX, must invite the IAD to the initial planning conference for the standard NATO exercise-planning concept. The IAD will provide assistance and guidance on initiating and preparing an ESA.

e. The exercise-planning staff should have the ESA and its annexes finalized after completing the final planning conference and before beginning the exercise or training event. Each exercise and training event is unique with regard to timelines to be considered for completing the ESA. For this reason, it is critical for exercise planners to be aware that non-U.S. parties may have legal and political obligations for accomplishing their review and approval. This process may take several months and must be considered as early as practicable in the planning process.

f. The provisions in this section do not apply to exercises and training performed on U.S.-controlled accommodations and training sites, such as Grafenwöhr and Hohenfels, unless foreign military units will also be using the training areas concurrently with U.S. units.

g. Commanders and exercise or training planners will not conduct discussions or negotiations with representatives of foreign governments or military departments without the written authority or involvement of the IAD.

5-12. ESA AUTHORITY

a. ESAs are not intended to be international agreements. As long as the ESA does not meet the definition of an international agreement in [chapter 2, section I](#); create any new obligations on behalf of USAREUR or the U.S. Government; or include any provision of policy significance, the IAD has the authority to negotiate and conclude it.

b. Several foreign nations where USAREUR units conduct training view an ESA under their laws as an international agreement. U.S. exercise and training planners and participants need to consider the time foreign organizations require for meeting their governmental approval or ratification processes.

c. The authority to enter into an ESA is governed by the umbrella authority and provisions of any SOFA or ACSA with the foreign government or international organizations or entities involved in the exercise or training event. Without the umbrella provisions of a SOFA or ACSA, the potential contents of an ESA may be considered “policy significant” or create new international obligations on behalf of the United States.

(1) When USAREUR-supported units plan to exercise or train in a foreign nation where the U.S. Government does not have an effective SOFA or an ACSA—

(a) The unit and the Exercise Division, TREX, must immediately notify the IAD.

(b) The IAD must then coordinate with the ILOD.

(c) The USAREUR JA will coordinate with higher commands when appropriate.

(2) No negotiation, promise, obligation, or exchange of documents may take place with a foreign government, international organization, or entity before receiving express authorization from the IAD.

5-13. ESA PROCEDURES

a. Commanders who will be conducting an exercise or other similar training activity in a nation other than Germany must contact the IAD at the beginning of the planning process.

b. The IAD has overall responsibility for coordinating, negotiating, and concluding the ESA and annexes with the foreign parties and U.S. participants. The IAD may provide a template of the ESA documents, especially its annexes, to principal U.S. participants for familiarization purposes and to provide a framework for team leaders to begin addressing the types of issues and information that should be included in the annexes. The template documents are considered U.S. proprietary documents and will not be shared with foreign counterparts unless expressly authorized by the IAD.

c. After the IAD has given the authority to do so, the ESA and its annexes may be shared, exchanged, and completed with input from foreign counterparts at a planning conference or through other media. The base portion of the ESA must be coordinated by the IAD and the ILOD. The ESA's annexes and other relevant sections must be coordinated by designated subject-matter experts. Changes, additions, and deletions must be brought to the attention of the IAD for consideration and approval. The IAD must coordinate any significant changes, additions, or deletions with the ILOD as soon as practicable.

d. The final draft of the ESA must be submitted to the ILOD for legal review before signature.

e. The Chief, IAD, is authorized to sign ESAs and may, in rare circumstances, delegate this authority when appropriate (for example, to the U.S. general officer responsible for the event). For the specific event, the USAREUR G8 will specify in writing to whom the authority has been delegated, that the delegation is valid only for the one event, and that the delegated authority may not be further delegated.

f. The U.S. signatory will be the last party to sign the document. Exceptions to this requirement must be coordinated with the ILOD.

g. The IAD will distribute the concluded ESA and its annexes to applicable U.S. and foreign parties. After the ESA is concluded, the IAD may delegate the authority to implement and administer the ESA to an appropriate U.S. commander. The IAD will maintain the original signed ESA.

h. ESAs and their annexes must always be in English. If an ESA is also prepared and signed in another language, the ESA must state that the English language text will be considered the governing text in case of any conflict.

i. No reporting requirements to higher U.S. commands or agencies exist for ESAs unless otherwise directed.

5-14. ESA CONTENTS

a. ESAs generally comprise a base document and annexes. The IAD may, however, revise the format to meet the requirements of the particular event.

b. The base document of the ESA generally will cover the legal authorities governing the presence and treatment of U.S. personnel during the event. The base document will include at least the following:

(1) Citation of all relevant legal authorities governing the presence of U.S. personnel in the foreign territory, those authorities governing transactions and relationships between the parties, and any other relevant legal authority that may affect the exercise or training event.

(2) A statement indicating that the ESA is neither intended nor understood to create any rights or obligations under international law that do not already exist.

(3) Designation of the command and control structure of the event.

(4) A statement indicating that the execution of the event will be subject to the availability of funds for that purpose on the part of the U.S. Government.

(5) A statement indicating that disputes concerning the interpretation or application of the ESA may be resolved only by consultation among the parties.

(6) A provision for the effective date, amendment, and termination of the ESA.

c. ESA annexes should provide subject-matter organization and consolidation related to the event. Any number of annexes may be attached to an ESA, but the contents of the annexes should remain relevant to the relationships and support activities between the parties. The following are suggested annex topics:

- (1) Means of communications.
- (2) Entry, exit, and movement and transportation.
- (3) Financial issues.
- (4) Logistic support.
- (5) Medical support.
- (6) Public affairs.
- (7) Legal issues, including the following:
 - (a) Claims.
 - (b) Criminal jurisdiction.
 - (c) Customs.
 - (d) Environmental issues.
 - (e) Maneuver rights.

**APPENDIX A
REFERENCES**

**SECTION I
PUBLICATIONS**

NATO Status of Forces Agreement and Supplementary Agreement

1 USC 112a and 112b

10 USC 2114

10 USC 2304

10 USC 2341

10 USC 2342

10 USC 2401a

10 USC 2667

10 USC 2675

22 USC 2751

22 USC 2778

22 USC 2796

22 CFR 181, Coordination, Reporting and Publication of International Agreements

Foreign Affairs Manual, Volume 11, Chapter 700, Treaties and Other International Agreements

CJCSI 2120.01C, Acquisition and Cross-Servicing Agreements

CJCSI 2300.01D, International Agreements

Federal Acquisition Regulation

DODD 2010.9, Acquisition and Cross-Servicing Agreements

DODD 5160.65, Single Manager for Conventional Ammunition (SMCA)

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AR 1-100, Gifts and Donations

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

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[AE Regulation 215-145/USAFE-AFAFRICA Instruction 34-104](#), Hunting, Fishing, and Sport Shooting in Germany

[AE Regulation 350-2](#), Integrating the Armed Forces of Other Nations Into U.S. Army Unit-Level Training Events in Europe

[AE Regulation 350-22](#), Off-Installation Maneuver and Field Training Exercise Coordination in Germany

[AE Regulation 381-6](#), USAREUR Intelligence Liaison

[AE Regulation 415-22](#), NATO Security Investment Program

[AE Regulation 550-50/CNE-C6F Instruction 5820.8K/USAFE Instruction 51-706](#), Exercise of Foreign Criminal Jurisdiction Over U.S. Personnel

[AE Regulation 550-56/CNE-CNA-C6F Instruction 5820.13G/USAFE-AFAFRICA Instruction 51-705](#), Exercise of Jurisdiction by German Courts and Authorities Over U.S. Personnel

[AE Regulation 550-175/CNE-CNA-C6F Instruction 5840.1F/USAFE Instruction 51-702](#), U.S. Forces Customs Controls in Germany

[AE Regulation 690-81](#), Canteens for Local National Personnel

[AE Pamphlet 27-2](#), Processing Maneuver, Tort, and Environmental Claims Within the Single-Service Responsibility of USAREUR Under the NATO Status of Forces Agreement

[USAREUR Regulation 405-5](#), Acquiring, Administering, and Disposing of Real Estate

[USAREUR Regulation 405-8/USAFE Instruction 32-9005](#), Acquiring, Managing, and Disposing of Real Estate in Germany

SECTION II FORMS

SF 1080, Voucher for Transfers Between Appropriations and/or Funds

DA Form 3953, Purchase Request and Commitment

[AE Form 1-3A](#), Standardization Agreement 3381, Annex B, NATO Standard Form for Request, Receipt, and Return or Invoice/*Formulaire Standard OTAN de Demande, de Restitution ou de Facturation*

[AE Form 1-3B](#), Request for Approval of Unauthorized ACSA Transaction

APPENDIX B
LOGISTIC SUPPORT, SUPPLIES, AND SERVICES

The following are categories and examples of logistic support, supplies, and services that are authorized under acquisition and cross-servicing agreements (ACSAs) and implementing arrangements:

Ammunition NOTE: This category does not include nuclear munitions, chemical munitions (other than riot control), or missiles.	Transfer of small-arms ammunition between forces on exercises
	Replacement-in-kind (RIK) of ammunition expended at allied-nation ranges
	Exchange-unit firing to determine ammunition compatibility and suitability for use in different weapon systems
	Emergency acquisition or provision of ammunition items listed in DODD 5160.65
Base Operations Support and Construction Services NOTE: This category does not include Military Construction, Army-funded projects.	Foreign military support of U.S. installations
	Facilities maintenance and grounds keeping incidental to perimeter security
	Laundry services
	Minor construction incidental to support agreements
Billeting	Billeting of U.S. military personnel
	Temporary billeting for U.S. and foreign military personnel
	Bath services for U.S. and foreign military personnel
Clothing NOTE: This category does not include the provision of distinctive items of military uniform and insignia.	Cold weather items (gloves, thermal underwear, socks) provided on an emergency basis for U.S. or foreign military personnel during exercises or operations
Communications	Field-radio operator support
	Use of base or installation communications facilities and equipment
	Access to communication satellites
	Translation and interpretation services
Facilities NOTE: This category does not include facilities provided free of charge by foreign militaries in accordance with an international agreement, such as the Status of Forces Agreement.	Temporary use of a building during an exercise
	Temporary use of mortuary facilities
	Temporary use of other foreign military facilities
Medical Services	Providing or receiving healthcare services during exercises or joint-training programs
	Emergency provision of medical supplies
	Use of foreign medical facilities during exercises or in case of mass casualties

Petroleum, Oils, and Lubricants	Refueling of ground vehicles
	Refueling of aircraft
	Routing identifier code fuel agreements
	Emergency fuel assistance
Port Services	Offloading U.S. equipment at foreign military ports of embarkation or debarkation
	Temporary storage of offloaded equipment
	Minor vehicle maintenance (such as battery recharging or jump-starting)
Repair and Maintenance	Servicing of military aircraft and vehicles that are temporarily on location
	Multilateral support agreements for weapons systems in the inventories of more than one NATO nation
	Vehicle recovery and emergency repair during exercises
Spare Parts and Components	Mutual spare-parts support
	Replacement of defective radio equipment in aircraft, vehicles, or other end items
Storage Services	Use of storage, maintenance, and security services
	Temporary storage of foreign military assets during training exercises
Subsistence	Meals for U.S. personnel
	Meals for foreign military personnel
	Acquisition or transfer of rations
Training Services NOTE: This category does not include costs for attendance at formal schools.	Use of training ranges with ACSA-eligible foreign nations
	Orientation visits between NATO combat units
	Training of U.S. and foreign military personnel in aircraft and vehicle cross-servicing
	Use of flight simulators
	Target services
Transportation	Transportation of U.S and foreign military personnel and equipment
	Transportation of one foreign nation's petroleum products in another foreign nation's tankers
	Temporary use of general-purpose vehicles during training exercises
	Airlift of personnel to or within a theater of operations

APPENDIX C COMPLETING AND DISTRIBUTING AE FORM 1-3A

C-1. GENERAL

a. Commanders authorized to conduct acquisition and cross-servicing agreement (ACSA) transactions will document transactions on AE Form 1-3A. The form must be completed accurately and legibly. The information on the form is vital for financial and property accountability and to control U.S. Army resources.

NOTE: If a different document is used, it must be authorized in the applicable ACSA or implementing arrangement (IA), and must include all elements of information found on AE Form 1-3A.

b. When documenting a transaction, AE Form 1-3A serves the following functions:

(1) Property Accountability. When properly signed, AE Form 1-3A shows the change in ownership of supplies or liability of services to the receiving party. AE Form 1-3A is the delivery report to the party providing logistic support, supplies, and services (LSSS) and a receiving report to the party receiving LSSS. A copy must be maintained for internal property accountability and to verify replacement-in-kind (RIK) and equal-value exchange (EVE) transactions.

(2) Obligation and Automatic Orders-Received Accountability. A copy of AE Form 1-3A is the contractual or ordering instrument to support an obligation or reimbursable order received under the U.S. Army's automatic reimbursable program. Under this condition, the person who authorizes the cash-reimbursable acquisition or transfer or who signs the form will ensure—

(a) That a person with fund-certification authority has certified the fund availability for cash-reimbursable acquisitions.

(b) The ACSA ceiling authorization is obtained from the supporting resource management officer (RMO).

(c) Proper pricing methods have been followed.

(d) The complete accounting classification (including the accounting processing code (APC) and fiscal station number) is recorded on AE Form 1-3A.

(e) The address in block 33 is complete and legible.

(3) Performance Accountability. When LSSS are acquired, AE Form 1-3A (signed by an authorized U.S. Army representative) will be used to record or support accrued expenditures in official accounting records. AE Form 1-3A also will be used to support a commercial voucher payment. When LSSS are transferred, AE Form 1-3A (signed by an authorized U.S. Army representative) will be used to record earned reimbursements in official accounting records. AE Form 1-3A also will be used to substantiate billing.

(4) Commercial Voucher Accountability. When blocks 10 and 18 are properly signed, AE Form 1-3A will be the contractual instrument and receiving report from a U.S. Army activity.

c. When documenting a transaction that obligates funds, AE Form 1-3A serves the following functions:

(1) Obligation and Automatic Orders-Received Accountability. Obligation and automatic reimbursable orders received are recorded based on certified cost data from AE Form 1-3A.

(2) Performance Accountability. See [b\(3\) above](#).

(3) Commercial Voucher Accountability. AE Form 1-3A will be the receiving report because it includes cost data and represents the contractual instrument.

d. When documenting an acquisition transaction, AE Form 1-3A fulfills the following functions:

(1) Property Accountability. See [b\(1\) above](#).

(2) Performance Accountability. See [b\(3\) above](#).

C-2. PROCEDURES

Procedures for completing AE Form 1-3A are on the back of the form.

C-3. DISTRIBUTION

After AE Form 1-3A has been completed, it must be distributed as follows:

a. RIK and EVE Transactions.

(1) The commander will keep at least one copy of AE Form 1-3A for property accountability and for developing required reports.

(2) If a U.S. Army acquisition conducted through RIK or EVE defaults to a cash-reimbursable acquisition, the commander will send three copies of the form through the supporting RMO to the supporting finance and accounting office (FAO) or servicing Defense Finance and Accounting Service (DFAS). The RMO will—

(a) Keep one copy for updating the resource control ledger.

(b) Send one copy to DFAS or FAO accounting branch (to record the obligation) and to the DFAS or FAO commercial accounts office (for payment-voucher processing).

(3) If a U.S. Army transfer conducted through RIK or EVE defaults to a cash-reimbursable transfer, the U.S. Army commander will send three copies of the AE Form 1-3A through the supporting RMO to the supporting FAO or servicing DFAS. The RMO will keep one copy for updating the resource control ledger, and send two copies to the FAO or DFAS accounting branch. This will permit recording of cash-reimbursable orders received and earned cash reimbursements in the accounting records and supports the FAO or DFAS invoice.

b. U.S. Cash-Reimbursable Acquisitions.

(1) The U.S. Army commander will keep at least one copy of AE Form 1-3A for property accountability.

(2) AE Form 1-3A will be the document that supports the obligation. Two copies of the form (with blocks 10 and 19 signed) must be sent to the servicing RMO using a transmittal memorandum.

(a) The RMO will keep one copy for resource control ledger processing and send one copy to the supporting FAO or servicing DFAS to record the obligation.

(b) When block 20 is completed on the original copy of the form, the U.S. Army activity will send one copy to the servicing FAO or DFAS accounting branch and to the FAO or DFAS commercial accounts office using FAO or DFAS transmittal procedures.

(c) The form will be used for updating accrual expenditures and processing the payment voucher.

c. U.S. Cash-Reimbursable Transfers.

(1) The U.S. Army commander will keep at least one copy of the AE Form 1-3A for property accountability.

(2) AE Form 1-3A is the document that supports the transfer. Two copies of the form (with blocks 10 and 19 signed) must be sent to the servicing RMO using a transmittal memorandum.

(a) The RMO will keep one copy for resource control ledger processing and send one copy to the supporting FAO or servicing DFAS to support the reimbursable order received entry in the Standard Financial System.

(b) When block 35 (and 20, if possible) is completed on the original copy of the form, the U.S. Army activity will send two copies to the servicing FAO or DFAS accounting branch to record cash reimbursement earned and substantiate the FAO or DFAS invoice.

**APPENDIX D
 FORMAT FOR AN ACQUISITION AND CROSS-SERVICING AGREEMENT
 TRANSACTION REPORT**

Figure D-1 shows the format for an Acquisition and cross-servicing agreement transaction report.

**TITLE 10, UNITED STATES CODE, CHAPTER 138, COOPERATIVE AGREEMENTS WITH
 NATO ALLIES AND OTHER COUNTRIES**

DOD component:

Fiscal year:

Acquisition or implementing arrangement number:

Applicable pricing procedures¹ (in thousands):

Appropriation or fund account:	Dollar value² of purchases (acquisitions):	Dollar value of sales (transfers):

NOTES: 1. Enter “reciprocal” or “nonreciprocal”, depending on the terms of the arrangement.

2. Identify the dollar value of purchases of—

- a. Petroleum, oil, and lubricants.
- b. Other material (supplies).
- c. Maintenance.
- d. Services.

Figure D-1. Format for an Acquisition and Cross-Servicing Agreement Transaction Report

**APPENDIX E
LIABILITY AND CREDIT REPORT FORMATS**

LIABILITIES REPORT - NATO							
Country							
POL							
	<u>Order #</u>	<u>Commodity</u>	<u>Item</u>	<u>Amount</u>	<u>Delivered</u>	<u>Undelivered</u>	<u>Disbursed</u>
	xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxxxxxx xxxxxxxxxxxxx	xxxxxxxxxxxxx xxxxxxxxxxxxx
	Total Order			xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Supplies							
	<u>Order #</u>	<u>Commodity</u>	<u>Item</u>	<u>Amount</u>	<u>Delivered</u>	<u>Undelivered</u>	<u>Disbursed</u>
	xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxxxxxx xxxxxxxxxxxxx	xxxxxxxxxxxxx xxxxxxxxxxxxx
	Total Order			xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Supplies Ceiling				xxxxxxxxx			
Supplies Available Ceiling				xxxxxxxxx			
Services							
	<u>Order #</u>	<u>Commodity</u>	<u>Item</u>	<u>Amount</u>	<u>Delivered</u>	<u>Undelivered</u>	<u>Disbursed</u>
	xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxx xxxxxxxxx	xxxxxxxxxxxxx xxxxxxxxxxxxx	xxxxxxxxxxxxx xxxxxxxxxxxxx
	Total Order			xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Country Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
Country Ceiling				xxxxxxxxx			
Country Ceiling Available				xxxxxxxxx			

Figure E-1. Liabilities Report of Transactions with NATO Organizations

LIABILITIES REPORT - Non-NATO							
Country							
POL							
	<u>Order #</u>	<u>Commodity</u>	<u>Item</u>	<u>Amount</u>	<u>Delivered</u>	<u>Undelivered</u>	<u>Disbursed</u>
	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
		xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
	Total Order			xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Supplies							
	<u>Order #</u>	<u>Commodity</u>	<u>Item</u>	<u>Amount</u>	<u>Delivered</u>	<u>Undelivered</u>	<u>Disbursed</u>
	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
		xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
	Total Order			xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Supplies Ceiling				xxxxxxxxx			
Supplies Available Ceiling				xxxxxxxxx			
Services							
	<u>Order #</u>	<u>Commodity</u>	<u>Item</u>	<u>Amount</u>	<u>Delivered</u>	<u>Undelivered</u>	<u>Disbursed</u>
	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
		xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
	Total Order			xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Country Total				xxxxxxxxx	xxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx
Country Ceiling				xxxxxxxxx			
Country Ceiling Available				xxxxxxxxx			

Figure E-2. Liabilities Report of Transactions with Non-NATO Organizations

CREDITS REPORT - NATO							
Country							
POL	Order #	Commodity	Item	Amount	Delivered	Undelivered	Outstanding Balance
	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
	Total Order			xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Total				xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Supplies							
	Order #	Commodity	Item	Amount	Delivered	Undelivered	Outstanding Balance
	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
	Total Order			xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Total				xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Services							
	Order #	Commodity	Item	Amount	Delivered	Undelivered	Outstanding Balance
	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
	Total Order			xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Total				xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Country Total				xxxxxxxx	xxxxxxxx	xxxxxxxxxxxx	xxxxxxxx
Country Ceiling				xxxxxxxx			
Country Ceiling Available				xxxxxxxx			

Figure E-3. Credit Report of Transactions with NATO Organizations

CREDITS REPORT - Non-NATO							
Country							
POL	Order #	Commodity	Item	Amount	Delivered	Undelivered	Outstanding Balance
	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
	Total Order			xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Total				xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Supplies							
	Order #	Commodity	Item	Amount	Delivered	Undelivered	Outstanding Balance
	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
	Total Order			xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Total				xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Services							
	Order #	Commodity	Item	Amount	Delivered	Undelivered	Outstanding Balance
	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
	Total Order			xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Total				xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Country Total				xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Country Ceiling				xxxxxxxx			
Country Ceiling Available				xxxxxxxx			

Figure E-4. Credit Report of Transactions with Non-NATO Organizations

GLOSSARY

SECTION I ABBREVIATIONS

ACSA	acquisition and cross-servicing agreement
AE	Army in Europe
AGATRS	ACSA Global Automated Tracking & Reporting System
AOR	area of responsibility
APC	accounting processing code
AR	Army regulation
ASA (FM)	Assistant Secretary of the Army (Financial Management)
ASCC	Army service component command
AT/FP	antiterrorism/force protection
<i>BImA</i>	<i>Bundesanstalt für Immobilienaufgaben</i> (Federal Real Estate Agency)
CFR	Code of Federal Regulations
CG	commanding general
CG, USAREUR	Commanding General, United States Army Europe
CJCS	Chairman of the Joint Chiefs of Staff
CJCSI	Chairman of the Joint Chiefs of Staff instruction
COMSEC	communications security
CONOPS	contingency operations
DA	Department of the Army
DFAS	Defense Finance and Accounting Service
DFAS-IN	Defense Finance and Accounting Service-Indianapolis
DOD	Department of Defense
DODD	Department of Defense directive
DODDI	Department of Defense instruction
DOS	Department of State
DUSA (IA)	Deputy Under Secretary of the Army (International Affairs)
ESA	exercise-support agreement
EU	European Union
EVE	equal-value exchange
FAO	finance and accounting office
FAM	Foreign Affairs Manual
FAR	Federal Acquisition Regulation
FMR	Financial Management Regulation
FMS	foreign military sales
FMWR	Family and morale, welfare, and recreation
HN	host nation
HQ USAREUR	Headquarters, United States Army Europe
HQDA	Headquarters, Department of the Army
IA	implementing arrangement
IAD	International Agreements Division, Office of the Deputy Chief of Staff, G8, Headquarters, United States Army Europe
IAO	implementing and approving official
ILOD	International Law and Operations Division, Office of the Judge Advocate, Headquarters, United State Army Europe
IMCOM-Europe	United States Army Installation Management Command, Europe Region

J4	Deputy Chief of Staff, Logistics, United States European Command
JA	judge advocate
JCS	Joint Chiefs of Staff
KFLD	Contract and Fiscal Law Division, Office of the Judge Advocate, Headquarters, United States Army Europe
LOA	letter of agreement
LOI	letter of intent
LSSS	logistic support, supplies, and services
NATO	North Atlantic Treaty Organization
NMSA	NATO Mutual Support Act
NSA	National Security Agency
OJA, HQ USAREUR	Office of the Judge Advocate, Headquarters, United States Army Europe
OJA, HQ USEUCOM	Office of the Judge Advocate, Headquarters, United States European Command
OPR	office of primary responsibility
OTJAG	Office of the Judge Advocate General, Headquarters, Department of the Army
PARC	Principal Assistant Responsible for Contracting, United States Army Europe
PO	private organization
POC	point of contact
POL	petroleum, oils, and lubricants
QSTANAG	quadripartite standardization agreement
RIK	replacement-in-kind
RMO	resource management officer
ROE	rules of engagement
SA	Secretary of the Army
SF	standard form
SOFA	Status of Forces Agreement
SOP	standing operating procedures
STANAG	standardization agreement
STANFINS	Standard Financial System
TA	technical arrangement
TCC	theater contracting command
U.N.	United Nations
U.S.	United States
USACSEUR	United States Army Claims Service, Europe
USAG	United States Army garrison
USAREUR	United States Army Europe
USAREUR G8	Deputy Chief of Staff, G8, United States Army Europe
USARAF/SETAF	United States Army Africa/Southern European Task Force
USC	United States Code
USD (P)	Under Secretary of Defense (Policy)
USEUCOM	United States European Command
VAT	value-added tax

SECTION II TERMS

acquisition

Obtaining logistic support, supplies, and services or directly purchasing supplies and services from a foreign military, international organization, or other entity.

acquisition and cross-servicing agreement (ACSA)

A legal instrument entered into under the authority of 10 USC 2342 that authorizes the reciprocal provision of logistic support, supplies, and services. An ACSA may also be referred to as a “mutual logistic support agreement” or “cross-servicing agreement.” An ACSA is an international agreement.

ACSA order

The AE Form 1-3A or authorized variation thereof (for example, Standardization Agreement 3381) that identifies logistic support, supplies, and services (LSSS) requested. Once signed by authorized representatives of both nations, the ACSA order becomes the legal obligation and authorization to provide the requested LSSS.

cash-reimbursable transaction

Payment for supplies and services in currency according to the provisions of an acquisition and cross-servicing agreement or associated implementing arrangement

commercial co-use

Co-use of a U.S.-controlled facility or equipment by an individual or entity for commercial reasons or profit

conclusion (concluding)

The act of signing, initialing, responding, or otherwise indicating the acceptance of an agreement

contingency agreement

An agreement covering a U.S. Army operation as defined by 10 USC 101a(13)

co-use agreement

A co-use agreement (also called “joint-use” or “third party” agreement) is a written agreement between USAREUR, IMCOM-Europe, or a tenant command and another party governing the use of U.S. Army facilities or equipment. Parties to a co-use agreement may include but are not limited to municipalities, law-enforcement entities, industrial enterprises, and sports organizations. Examples of facilities or equipment that may be subject to such an agreement are airfields; antenna towers; golf courses; office space; ranges; roads; and Family and morale, welfare, and recreation hunting, fishing, and sport-shooting facilities.

equal-value exchange (EVE)

An exchange conducted under an acquisition and cross-servicing agreement or implementing arrangement in which the receiving party replaces logistic support, supplies, and services (LSSS) it has received with LSSS that has an assigned monetary value

exercise-support agreement (ESA)

A written agreement between USAREUR and another party (typically a military unit or State ministry of defense) for an exercise or training event. An ESA includes specific information about the proposed exercise, but does not include any provisions that may qualify the agreement as an international agreement.

implementing arrangement (IA)

A supplementary arrangement that prescribes details, terms, and conditions to effectively administer agreements. IAs typically are more detailed in terms of defined levels of activities than their corresponding base agreements and must be legal and consistent with the governing agreement. Depending on its purpose, the IA may involve the obligation of funds. IAs not involving the obligation of funds may be in force for an indefinite period.

installation-support agreement

A written agreement between the commander of a U.S. Army installation and another party for support and services related to the maintenance and provision of installation-support activities

international agreement

Any agreement (written or oral) concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international organization that meets the qualifications of an international agreement as defined in chapter 2 of this regulation, AR 550-51, and DODD 5530.3

joint-use agreement

See co-use agreement.

logistic support, supplies, and services (LSSS)

Items identified as allowable to be sold, lent, or exchanged between the United States and a foreign nation with which the United States has an acquisition and cross-servicing agreement. LSSS items include airport and seaport services; ammunition; base-operations support (and construction that supports base operations); billeting; calibration services; clothing; communication services; food; medical services; petroleum, oils, and lubricants; repair and maintenance services; spare parts and components; storage services; training services; transportation (including airlift); use of facilities; and water. The term also includes temporary use (lease or loan) of general-purpose vehicles and other nonlethal items of military equipment that are not designated as significant military equipment according to 22 USC 2778(a)(1).

medical-support agreement

A written agreement entered into by USAREUR, IMCOM-Europe, or a tenant command with a State ministry, military unit, multinational organization, or international organization whereby the policy and procedures for medical care and treatment of eligible personnel are documented

memorandum of agreement/memorandum of understanding

A written agreement between USAREUR and another party that specifies the mutually agreed on statements of facts, intentions, policy, procedures, and matters requiring coordination

mutual support agreement

An agreement negotiated by USEUCOM with a representative of a government of an eligible State or entity under which the United States agrees to provide logistic support, supplies, and services (LSSS) in return for the provision of LSSS to U.S. Forces. These agreements establish principles and provisions for obtaining required support, but do not bind either party to a particular number or monetary value of transactions.

negotiation

Communication by any means of a position or an offer on behalf of the United States, DOD, or any officer or organizational element thereof to an agent or representative of a foreign government (including any agency, instrumentality, or political subdivision thereof) or of an international organization in such detail that the acceptance in substance of such a position or offer would result in an international agreement. The term “negotiation” includes any such a communication, even if only based on the condition of later approval by the responsible authority. The term “negotiation” also includes the provision of a draft agreement or other document, the acceptance of which would constitute an agreement, as well as discussions concerning any U.S. or foreign government or international organization draft document, regardless of whether or not the draft has the word “agreement” in its title. The term “negotiation” does not include preliminary or exploratory discussions or routine meetings in which no draft documents are discussed, as long as such discussions or meetings are conducted with the understanding that the views communicated do not and will not bind or commit any party legally or otherwise.

reciprocal pricing

The principle for price determination under which the same prices are charged by the supplying government as it charges its own armed forces for identical logistic support, supplies, or services

reimbursable acquisition and transfer authority

Annual authorizations permitting cash-reimbursable acquisitions and transfers in specified total dollar amounts according to support agreements or implementing arrangements

reimbursement-in-kind (RIK)

Transactions conducted under an acquisition and cross-servicing agreement or implementing arrangement in which the receiving party replaces logistic support, supplies, and services (LSSS) it has received with LSSS of an identical or substantially identical nature

standardization agreement (STANAG)

A written recording of an agreement between USAREUR, IMCOM-Europe, or a tenant command and other authorized party to adopt like or similar military equipment, ammunition, supplies, and stores, and operational, logistic, and administrative procedures

substantially identical in nature

For replacement-in-kind transactions, supplies or services that are of similar quality and are generally the same in material respects. Services may not be exchanged for supplies or vice versa. Supplies may not be exchanged for other supplies that are not of the same form, fit, and function (for example, meals may not be exchanged for transportation).

technical arrangement

A written arrangement between the United States and another party that sets forth principles and specifications for combined detailed planning in a particular functional area