

20 June 2006

Administration

International and Other Agreements

*This regulation supersedes AE Regulation 1-3, 22 December 2005.

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/7A, IMA-EURO, 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. This revision—

- Updates responsibilities of the Principal Assistant Responsible for Contracting, USAREUR (para 3-4a).
- Adds responsibilities for the Commander, Wiesbaden Contracting Center (para 3-4f).
- Clarifies required information for USAREUR implementing arrangements (para 3-13c(7)).

Applicability. This regulation applies to HQ USAREUR/7A, IMA-EURO, USAREUR major subordinate and specialized commands, and directorates and elements of other U.S. Army commands deployed within 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.

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

Forms. This regulation prescribes AE Form 1-3A, AE Form 1-3B, and AE Form 1-3C. AE and higher level forms are available through the Army in Europe Publishing System (AEPUBS).

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

Suggested Improvements. The proponent of this regulation is the USAREUR G8 (AEAGF-IA, DSN 370-6695). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G8 (AEAGF-IA), Unit 29351, APO AE 09014-9351 (fax DSN 370-4002 or e-mail: chief.agreements@hq.hqusareur.army.mil).

Distribution. D (AEPUBS).

CONTENTS

CHAPTER 1 INTRODUCTION

SECTION I GENERAL

- 1-1. Purpose
- 1-2. References
- 1-3. Explanation of Abbreviations and Terms
- 1-4. Responsibilities
- 1-5. Policy

SECTION II LEGAL AUTHORITIES, DELEGATIONS, AND RESTRICTIONS

- 1-6. General
- 1-7. Agreement Authority Delegation to USAREUR
- 1-8. Subdelegation of USAREUR Agreement Authority

CHAPTER 2 INTERNATIONAL AGREEMENTS

SECTION I INTRODUCTION

- 2-1. General
- 2-2. Legal Definition of International Agreement

SECTION II PROCEDURES

- 2-3. Determining the Requirement for an International Agreement
- 2-4. Requesting Authority To Negotiate an International Agreement
- 2-5. Determining Whether Authority To Negotiate Has Been Delegated
- 2-6. Preparing and Coordinating a Draft International Agreement
- 2-7. Concluding, Distributing, and Delegating Administration Authority
- 2-8. Terminating or Suspending an International Agreement

**SECTION III
LANGUAGE AND REPORTING REQUIREMENTS**

- 2-9. Language Requirements
- 2-10. Reporting Requirements

**CHAPTER 3
ACQUISITION AND CROSS-SERVICING AGREEMENTS**

**SECTION I
GENERAL**

- 3-1. Introduction
- 3-2. Background
- 3-3. Legal Authority
- 3-4. Responsibilities

**SECTION II
POLICY AND CONSTRAINTS**

- 3-5. Policy Requirements and Limitations
- 3-6. Temporary Loan or Lease of Military Equipment
- 3-7. Specific Items Not To Be Acquired or Transferred

**SECTION III
IMPLEMENTING ARRANGEMENTS**

- 3-8. Authority To Negotiate and Conclude Implementing Arrangements
- 3-9. Requesting Authority To Negotiate an Implementing Arrangement
- 3-10. Establishing Need and Legality
- 3-11. Negotiating and Concluding Implementing Arrangements
- 3-12. Delegating Authority To Implement and Administer Implementing Arrangements
- 3-13. Implementing Arrangement Specifics

**SECTION IV
NON-CASH TRANSACTIONS**

- 3-14. Replacement-in-Kind (RIK)
- 3-15. Equal-Value Exchange (EVE)
- 3-16. RIK and EVE Policy and Procedures

**SECTION V
PRICING AND FINANCIAL POLICY AND PROCEDURES**

- 3-17. General
- 3-18. Reciprocal and Nonreciprocal Pricing
- 3-19. Waiving Costs
- 3-20. Estimates and Actual Costs
- 3-21. Financial Policy
- 3-22. Procedures for Resource Management Officers
- 3-23. Procedures for U.S. Army Commanders Conducting ACSA Transactions
- 3-24. Procedures for Finance and Accounting Officers in Processing Cash-Reimbursable Acquisitions and Transfers
- 3-25. Requesting Ceiling Authorization

**SECTION VI
LANGUAGE AND REPORTING REQUIREMENTS**

- 3-26. Language Requirements
- 3-27. Reporting Requirements

**CHAPTER 4
CO-USE AGREEMENTS**

**SECTION I
INTRODUCTION**

- 4-1. General
- 4-2. Applicable Laws and Regulations
- 4-3. Leasing Nonexcess Equipment and Facilities

**SECTION II
SPECIAL AREAS AND PROCEDURES**

- 4-4. Special Areas
- 4-5. Procedures

**SECTION III
POLICY AND LIMITATIONS**

- 4-6. General

**SECTION IV
LANGUAGE AND REPORTING REQUIREMENTS**

- 4-7. Language Requirements
- 4-8. Reporting Requirements

**CHAPTER 5
OTHER AGREEMENTS**

**SECTION I
INTRODUCTION**

- 5-1. General
- 5-2. Other Agreements
- 5-3. Authority To Negotiate and Conclude Other Agreements

**SECTION II
PROCEDURES AND TOPICAL GUIDANCE FOR OTHER AGREEMENTS**

- 5-4. Requesting Negotiation of Other Agreements
- 5-5. Coordination of the Agreement
- 5-6. Conclusion of the Agreement
- 5-7. Changes, Terminations, and Suspensions of Other Agreements
- 5-8. Language Requirements
- 5-9. Reporting Requirements
- 5-10. Specific Topics for Coordination

SECTION III EXERCISE SUPPORT AGREEMENTS

- 5-11. General
- 5-12. ESA Authority
- 5-13. ESA Procedures
- 5-14. ESA Contents

Appendixes

- A. References
- B. Sample Memorandum for Language Requirement for International Agreements
- C. Logistic Support, Supplies, and Services
- D. AE Form 1-3A Completion and Distribution Instructions
- E. Acquisition and Cross-Servicing Agreement Transaction Report Format

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 Agreements Division, Office of the Deputy Chief of Staff, G8, HQ USAREUR/7A, on behalf of USAREUR, IMA-EURO, and USAREUR major subordinate and specialized commands within the USAREUR area of responsibility (AOR) with a foreign local, State, or governmental agency, or 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/7A.** The CG, USAREUR/7A, will supervise 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, United States 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 to it.

b. USAREUR G8. The USAREUR G8 (AEAGF-IA) will—

- (1) Be the major Army command (MACOM) central office of record for agreements (AR 550-51, para 4d) that are within the authority delegated to USAREUR as a MACOM from the Secretary of Defense (SECDEF), Secretary of the Army (SA), or USEUCOM.
- (2) Receive, record, and document coordination actions for requests originating from within USAREUR, IMA-EURO, and USAREUR major subordinate and specialized commands for negotiating and concluding agreements.
- (3) Advise the CG, USAREUR/7A, of issues that USAREUR subordinate organizations cannot resolve.
- (4) Coordinate agreements with all concerned U.S. and foreign parties.
- (5) Record delegations of authority to USAREUR or elements thereof to negotiate and conclude an international agreement, and denials of such authorizations.
- (6) Negotiate and conclude agreements within delegated authorization and mission.
- (7) Maintain a current index of all current and terminated agreements negotiated by the USAREUR G8 (AEAGF-IA).
- (8) Maintain an original copy and history file of each agreement concluded by the USAREUR G8 (AEAGF-IA), and send four copies (including foreign-language copies) to HQDA (DAJA-IO), 2200 Army Pentagon, Washington, DC 20310-2200, and one copy to USEUCOM (ECJA). The history file must include the source of the authority used to negotiate and conclude the agreement.
- (9) Monitor compliance with references in appendix A and effect coordination to ensure that agreements comply with applicable national and international laws, regulations, customs, and policy.
- (10) Delegate the implementation and administration of agreements to designated administrators when applicable.
- (11) Report all significant negotiations of international agreements within DA's international-agreement authority to HQDA (DAJA-IO) and USEUCOM (J5 and ECJA) before negotiations begin.
- (12) Send an index of all international agreements concluded by USAREUR during the prior year to HQDA (DAJA-IO) and USEUCOM (ECJA) by 15 January of each year. The master index of international agreements must be reconciled with USEUCOM (ECJA) at the end of each calendar year.

c. USAREUR Judge Advocate (JA). The USAREUR JA will—

- (1) Advise the USAREUR G8 (AEAGF-IA) on determinations of the appropriate type of agreement to be concluded.
- (2) Review requests for authority to enter into international agreements. Reviews should include an analysis of the basis for authority to negotiate and conclude the international agreement.
- (3) Help the USAREUR G8 (AEAGF-IA) negotiate agreements when required.
- (4) Provide legal input to all draft agreements provided for review.
- (5) Help the USAREUR G8 (AEAGF-IA) accomplish international-agreement reporting requirements.

d. HQ USAREUR/7A Staff Offices, USAREUR Major Subordinate and Specialized Commands, IMA-EURO, and Tenant Commands. HQ USAREUR/7A staff principals; commanders of USAREUR major subordinate and specialized commands (AE Reg 10-5, app A); the Director, IMA-EURO; and heads of tenant commands will—

(1) Inform the USAREUR G8 (AEAGF-IA) immediately when an agreement is needed.

(2) Comply with the requirements of this regulation and terms and conditions of applicable agreements, and inform the USAREUR G8 (AEAGF-IA) 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 USAREUR G8 (AEAGF-IA) 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 USAREUR G8 (AEAGF-IA).

NOTE: Subparagraphs (3) and (5) above do not apply to technical arrangements (TAs) negotiated and concluded pursuant to 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 CG, United States Army Southern European Task Force (USASETAF), and, on approval by USAREUR, may be concluded by the CG, USASETAF.

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 USAREUR JA (AEAJA-KL) must be consulted when there is a question about application of collections.

(3) Apply supplementary charges (for example, accessorial) according to the Defense Finance and Accounting Service-Indianapolis Regulation 37-1 (DFAS-IN 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, IMA-EURO, 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, IMA-EURO, or a major subordinate and specialized command at any level and a representative of a foreign government (including military and local government officials) or international organization (such as NATO, U.N., or the EU (or an activity of such an organization (for example, United Nations Mission in Kosovo (UNMIK))) is potentially an international agreement. Therefore, all personnel wishing to enter into any such agreement must submit the proposed agreement to the USAREUR G8 and the USAREUR JA for review and concurrence before initiating negotiations. To ensure that all international agreements are properly negotiated and are consistent with U.S. law and policy, the following requirements must be met:

(1) Negotiation and conclusion of an international agreement must always be explicitly authorized; there are no implied delegations of authority. No one will negotiate (including the passing of drafts or discussion of possible future agreements) with any official of a foreign government or international organization without specific authority to do so.

(2) No one will provide a draft text of a proposed agreement or any part of an agreement to any official of a foreign government or international organization unless the USAREUR G8 and the USAREUR JA have fully reviewed the draft and concurred with it. The purpose of JA involvement is not to dictate the terms of the agreement, but to ensure that all proposals are consistent with applicable U.S. law and policy.

(3) No one will make any proposal to an official of a foreign government or international organization, or agree to a proposal made by any such official until the USAREUR G8 and the USAREUR JA have reviewed that proposal and have concurred with it. If an official of a foreign government or international organization offers a proposal that has not been approved by the USAREUR G8 and the USAREUR JA, 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) All personnel will avoid verbal promises and commitments because these might constitute international agreements that bind the United States under international law. Any proposed verbal promise or commitment will be immediately put in writing, and the USAREUR G8 and the USAREUR JA will determine whether the substance constitutes an international agreement.

(5) No one will accept, initial, or sign any proposed agreement with any official of a foreign government or international organization without the prior concurrence of the USAREUR G8 and the USAREUR JA.

(6) The USAREUR G8 must coordinate agreements fully even if authority to negotiate the agreement had been previously delegated to USAREUR, either specifically or by category. This requirement includes coordinating the draft text with the Office of the Secretary of Defense (OSD) Policy Directorate, the Office of The General Counsel, the Joint Staff, and USEUCOM.

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 employee to whom such a proposal is made will promptly report that fact through appropriate channels to the USAREUR G8 and the USAREUR JA, 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 (more commonly known as Department of State (DOS) Circular No. 175).

b. Department of Defense Directive (DODD) 5530.3 gives the Under Secretary of Defense (Policy) (USD(P)) responsibility for consulting on international-agreement matters with the 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 pursuant to a treaty or executive agreement that entails implementing arrangements (IAs) concerning the operational command of joint forces.

(b) Agreements for cooperative or reciprocal operational, logistical, 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 USC operations, minor and emergency force deployments, and exchange programs (including those effected pursuant to 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 pursuant to 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 co-production, licensed production, and related standardization agreements (STANAGs) 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 pursuant to a treaty or executive agreement that entails IAs concerning predominantly uni-Service matters.

(b) Agreements for cooperative or reciprocal operational, logistical, 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 pursuant to 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 pursuant to 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; co-production 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 OSD 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.

5. May have an effect on or affect in any significant manner the plans, policy, programs, or responsibilities of USEUCOM or of an element of USEUCOM.

(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) 2300.01C 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 purview 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 re-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 pursuant to a treaty or executive agreement. This includes IAs.

(b) Agreements pertaining to predominately DA matters that involve cooperative or reciprocal operational, logistical, 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 the 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 MACOMs (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 re-delegated to principal HQDA officials and MACOM commanders who exercise substantive responsibility for the subject matter dealt with in the agreement.

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

(1) Technical, operational, working, or similar agreements pursuant to 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 USEUCOM (ECJ4) before negotiating an international agreement. Signature authority for generic (joint U.S.) international agreements is reserved for USEUCOM (ECJ4) unless otherwise specified by USEUCOM.

h. Any agreement that may have an effect on or affect in any significant manner 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 USEUCOM staff directorate having primary interest in the subject matter. This includes those agreements listed in subparagraph g above.

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 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 pursuant to 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, logistical, 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 pursuant to 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/7A, has delegated the authority to negotiate and conclude the agreements covered by this regulation to the USAREUR G8.

b. The USAREUR G8 has delegated the authority to negotiate and conclude these agreements to the Agreements Division, Office of the Deputy Chief of Staff, G8, HQ USAREUR/7A.

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 another State 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. If an international agreement is required to complete a mission, the USAREUR G8 (AEAGF-IA) must be contacted in enough time before the mission to allow proper negotiation and conclusion of an agreement.

2-2. LEGAL DEFINITION OF INTERNATIONAL AGREEMENT

a. An international agreement is any agreement (written or verbal) concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international entity or organization that is—

(1) 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) Denominated as an agreed minute, aide-mémoire, arrangement, contract, exchange of letters, exchange of notes, international agreement or as a memorandum of understanding (MOU), letter of intent (LOI), memorandum of agreement (MOA), memorandum of arrangements, *note verbale*, protocol, statement of intent (SOI), statement of understanding, TA, or any other name connoting a similar legal consequence.

(3) Intended by the parties to be legally binding under international law and not merely of political or personal effect. Documents intended to have political or moral weight, but not intended to be legally binding, are not international agreements.

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.

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

(8) Agreements that establish only administrative procedures.

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

NOTE: Umbrella agreements, IAs, and cross-servicing agreements under the NMSA are international agreements.

SECTION II PROCEDURES

2-3. DETERMINING THE REQUIREMENT FOR AN INTERNATIONAL AGREEMENT

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

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 in making a determination about whether an agreement is required. Verbal promises and commitments must be avoided because these might 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 submitted in writing to the USAREUR G8 (AEAGF-IA).

2-4. REQUESTING AUTHORITY TO NEGOTIATE AN INTERNATIONAL AGREEMENT

The initial request to negotiate an international agreement that is sent to the USAREUR G8 (AEAGF-IA) 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 name, office or unit, telephone number, and e-mail address.

c. Foreign government or international organizations that are potential parties to the proposed international agreement.

d. Objective of the proposed international agreement.

e. Support to be provided or received.

f. Date required and duration and termination proposals.

g. Additional information applicable to the case.

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 USAREUR G8 (AEAGF-IA) will send a request with all relevant information to the USAREUR JA (AEAJA-ILOD) 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 USAREUR JA determines that USAREUR has been delegated the authority to enter into the type of international agreement proposed, the USAREUR G8 (AEAGF-IA) will conduct the negotiations.

c. If the proposed agreement affects multiple branches of the U.S. Armed Forces, the USAREUR JA will coordinate with USEUCOM to either obtain a delegation of authority to negotiate and conclude the international agreement or proceed according to USEUCOM direction. In addition to the information listed in paragraph 2-4, the USAREUR JA will submit all 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.

d. If USEUCOM delegates the authority to negotiate and conclude the international agreement to USAREUR, the USAREUR G8 (AEAGF-IA) will conduct the negotiation and submit the international agreement to the USAREUR JA (AEAJA-ILOD) for final legal review.

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

2-6. PREPARING AND COORDINATING A DRAFT INTERNATIONAL AGREEMENT

a. After receiving a negotiation request, the USAREUR G8 (AEAGF-IA) will draft an agreement, conduct negotiations, and coordinate all subsequent actions related to the proposed agreement.

b. The USAREUR G8 (AEAGF-IA) will coordinate all proposed international agreements with the USAREUR JA (AEAJA-ILOD) before beginning negotiations. The USAREUR G8 (AEAGF-IA) will also coordinate with IMA-EURO when the proposed international agreement affects any base operations matters. Other HQ USAREUR/7A staff offices and commands must be included in the coordination process when appropriate.

c. International agreements that may 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 must be coordinated. The commander who is primarily responsible for the negotiation and conclusion must coordinate with the HQ USEUCOM staff directorate having primary interest in the subject matter.

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

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

a. After an international agreement is concluded (all parties signed it), the USAREUR G8 (AEAGF-IA) 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 parties.

b. The USAREUR G8 (AEAGF-IA) will send a signed copy of all international agreements to the USAREUR JA (AEAJA-ILOD), other HQ USAREUR/7A staff elements, commands, and IMA-EURO when appropriate.

2-8. TERMINATING OR SUSPENDING AN INTERNATIONAL AGREEMENT

a. Requests to cancel or suspend an international agreement must be submitted to the USAREUR G8 (AEAGF-IA). Requests must include at least the following information:

- (1) Date and duration of the termination or suspension.
- (2) Special requirements or stipulations of the termination or suspension.
- (3) Reasons for 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 USAREUR G8 (AEAGF-IA) 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; and—*

(a) Each foreign language text of the agreement is accompanied, before conclusion, by a memorandum certifying that the foreign language text and the English language text conform with each other and that both texts have the same meaning in all substantive respects. (A sample memorandum is in appendix B.)

(b) The memorandum in (a) above is signed and dated by a civilian, military, or local national translator who is designated as qualified, consistent with local practice, by the DOD official authorized to negotiate and conclude the agreement or an appropriate DOS official.

b. The USAREUR G8 (AEAGF-IA) will comply with the translation requirement in AR 550-51 when they apply.

2-10. REPORTING REQUIREMENTS

a. For international agreements concluded under the authority of AR 550-51, the USAREUR G8 (AEAGF-IA) will send—

(1) Four certified copies in each language within 10 days after the agreement is signed to HQDA (DAJA-IO), 1777 N. Kent Street, 11th Floor, Rosslyn, VA 22209-2194. Each copy must include the certification memorandum in paragraph 2-9a(2)(a), when applicable.

(2) One certified and one reproducible copy to USEUCOM (ECJA), Unit 30400, APO AE 09131-0400, within 20 days 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) Parties to the international agreement.

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

(c) Full title and security classification of the international agreement.

(d) Subject of the international agreement and a brief summary of its provisions (including a statement of why the international agreement was concluded when it was), the effect of the international agreement, an explanation of the benefits to be gained by the parties, and the geographic location where the international agreement was signed.

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

(f) Date of entry into force.

(g) Date of signature.

(h) Date of termination, if any.

(i) Names of signing officials, their titles, their offices or agencies, and their States or organizations of representation.

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

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

(4) One copy to the USEUCOM contact officer and one copy to the U.S. defense representative identified in USEUCOM Directive 56-9, appendix A.

b. For international agreements concluded under authority delegated by USEUCOM, the USAREUR G8 (AEAGF-IA) will send certified and reproducible copies within 20 days after signature with a transmittal memorandum as follows:

(1) Two copies to the DOD General Counsel.

(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 about who the classifying agencies are and the downgrading or declassification instructions.

(3) One copy to USEUCOM (ECJA), Unit 30400, APO AE 0913-0400.

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

(5) One copy to the USEUCOM contact officer and one copy to the U.S. defense representative identified in USEUCOM Directive 56-9, appendix A.

c. If USAREUR receives specific authority to negotiate and conclude an intelligence-related international agreement, in addition to the requirements above, copies of the agreement must be sent within 10 days after it is signed to the following:

(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 acquisitions, transfers, and logistic support, supplies, and services (LSSS) provided to or received from eligible States and organizations pursuant to 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 that 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 and transfer of LSSS (app C) to and from eligible States and organizations. They also establish reciprocal pricing, replacement-in-kind (RIK), and equal-value exchange (EVE) principles as a possible means of liquidating credits and liabilities accrued from acquisitions and transfers.

3-2. BACKGROUND

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

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

b. ACSAs allow—

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

(2) EVE and RIK of LSSS between the Armed Forces of the United States and the government of eligible States and international organizations or entities.

c. ACSAs—

(1) Authorize the acquisition and transfer of LSSS between the U.S. Armed Forces and the governments of eligible States or international organizations and entities.

(2) Authorize reciprocal pricing principles for LSSS.

(3) Authorize RIK and EVE as possible means of liquidating credits and liabilities accrued from acquisitions and transfers.

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

(5) Require 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) Require approval of LSSS "retransfers" from the original foreign recipient to another foreign country or international organization.

3-3. LEGAL AUTHORITY

All logistic support acquired and provided under the authority of an ACSA or IA must comply with the provisions of 10 USC 2341 et seq., DODD 2010.8 (if applicable) and 2010.9, USEUCOM Directive 60-8, CJCSI 2120.01, and the ACSA or IAs in effect between DOD and the other party.

3-4. RESPONSIBILITIES

a. **Principal Assistant Responsible for Contracting (PARC), USAREUR.** For acquisitions being made by the United States, the PARC will—

- (1) Develop and coordinate ACSA procurement policy.

(2) Provide procurement and negotiation guidance to the USAREUR G8 for arrangements involving reimbursable acquisitions valued at \$25,000 or more.

(3) Countersign acquisition and implementing arrangements for acquisitions valued at \$25,000 or more that obligate funds by themselves.

(4) Determine pricing for IAs for acquisitions valued at \$25,000 or more.

b. USAREUR G4. The USAREUR 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/7A staff principals.

(2) Review requests for LSSS from authorized commanders to determine if an ACSA is desirable.

(3) Develop and coordinate procedures for transferring LSSS.

c. USAREUR G8. The USAREUR G8 will—

(1) Distribute ACSA reimbursable authorizations that establish annual dollar limits on ACSA transactions.

(2) Provide technical expertise on requests about the pricing of LSSS.

(3) Be the HQ USAREUR/7A staff proponent for ACSA policy, procedures, management, and oversight.

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

(5) Request technical expertise from HQ USAREUR/7A staff offices, IMA-EURO, and USAREUR major subordinate and specialized commands to develop, appraise, and negotiate pricing provisions.

(6) Assign six-character identification codes for ACSA transactions, and compile annual lists of all ACSA transactions to be included in ACSA reports.

(7) Prepare and submit annual ACSA ceiling authorization requests for USAREUR, its major subordinate and specialized commands, and IMA-EURO.

(8) Monitor the allocation of the ACSA ceiling authorization by USAREUR, its major subordinate and specialized commands, and IMA-EURO.

(9) Compile and maintain a list of personnel designated by authorized commanders to place orders under IAs valued under \$25,000.

(10) Request the U.S. Army share from USEUCOM of the DOD ceiling on reimbursable transactions. The USAREUR G8 will advise HQ USAREUR/7A staff offices, USAREUR commands, and IMA-EURO of the share annually (or more frequently, if required). The allocation will be based on established priorities. Recipients must certify that adequate ACSA ceiling authority is available before conducting reimbursable transactions.

d. USAREUR JA. The USAREUR JA will review requests for LSSS to determine whether the requested support is authorized and will advise HQ USAREUR/7A staff offices and IMA-EURO on issues concerning ACSAs.

e. HQ USAREUR/7A Staff Principals, Commanders of USAREUR Major Subordinate Commands; Director, IMA-EURO; and Commanders of Tenant Commands. HQ USAREUR/7A staff principals; commanders of USAREUR major subordinate commands; the Director, IMA-EURO; and commanders of tenant commands who oversee or provide LSSS will—

- (1) Review requests for LSSS within their commands or organizations.
- (2) Coordinate ACSA and IA requests with the USAREUR G8 (AEAGF-IA).
- (3) Monitor subsequent ACSA transactions within their commands or organizations.

f. Commander, Wiesbaden Contracting Center (WCC). The Commander, WCC, will—

- (1) When designated by the PARC, participate in negotiating acquisition and implementing arrangements for reimbursable acquisitions valued at \$25,000 or more.
- (2) Review and administer acquisition and implementing arrangements and ordering documents for reimbursable acquisitions valued at \$25,000 or more.
- (3) Help the PARC develop and coordinate ACSA procurement policy.

SECTION II POLICY AND CONSTRAINTS

3-5. POLICY REQUIREMENTS AND LIMITATIONS

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

b. USAREUR commands and activities must anticipate changing requirements for reimbursable support and initiate the required planning, programming, and budgeting for the requested support.

c. Commanders will not use foreign sources pursuant to an ACSA or IA as a routine source of LSSS when the required support, supplies, and services are reasonably available from U.S. sources. This restriction does not apply to acquisitions from NATO subsidiary bodies established by the NATO charter to provide LSSS to two or more NATO forces on a cooperative basis (for example, NATO Maintenance Supply Agency).

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

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

f. Governments of eligible countries, 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 (AR 12-8) or are reasonably available from U.S. commercial sources.

g. DOD or U.S. Army inventory levels will not be increased to meet transfer commitments made under ACSAs or IAs.

h. Restrictions in annual DOD authorizations and appropriation acts apply to acquisitions made under this regulation.

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

j. ACSAs and IAs 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 pursuant to ACSA or IA authority must comply with AR 700-131 and must be authorized by USEUCOM (ECJ4). When forwarding a request to USEUCOM (ECJ4), the request should include recommended terms and conditions of the loan (such as transportation costs, repair and maintenance costs, liability for loss or damage, and depreciation when applicable).

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

Generally, the following items may not be acquired or transferred pursuant to ACSA or IA 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.
- 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 (demolition munitions, projectiles, warhead sections, warheads).
- 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.

SECTION III IMPLEMENTING ARRANGEMENTS

3-8. AUTHORITY TO NEGOTIATE AND CONCLUDE IMPLEMENTING ARRANGEMENTS

- a. The USAREUR G8 (AEAGF-IA) must request authority from USEUCOM (ECJ4 and ECJA) before any negotiation or conclusion of an IA with a foreign State, entity, or organization that has a valid ACSA with the United States. This authority applies only to U.S. Army-specific IAs. Joint or generic IAs are reserved for USEUCOM (ECJ4) execution.
- b. If an ACSA or IA is not in place and an Army in Europe organization or command requires the ability to engage in logistic-support transactions with a foreign State, entity, or organization that does not have an ACSA with the United States, the head of the organization or command must contact the USAREUR G8 (AEAGF-IA) for assistance.

3-9. REQUESTING AUTHORITY TO NEGOTIATE AN IMPLEMENTING ARRANGEMENT

Requests from commanders must—

- a. Be sent to the USAREUR G8 (AEAGF-IA) as soon as a logistical-support transaction requirement is known, but at least 3 months before the proposed date of execution.
- b. If known, include the purpose, scope, and description of required LSSS. This includes the quantity and cost.
- c. Specify the date the support is required and for how long.
- d. Identify the other party involved in the transaction.
- e. List the name and telephone number of the requesting activity POC.
- f. If known, include a statement as to whether the reimbursement is expected in the form of cash, by RIK, by EVE, or by a combination of these methods.
- g. Include appropriate related documents (for example, site maps, plans, standing operating procedures).
- h. Certify that funds are available for cash-reimbursable acquisitions.
- i. State that the ACSA ceiling authorization is available to cover proposed cash-reimbursable acquisitions and transfers.
- j. Include a statement of determination that the desired LSSS are not reasonably available from U.S. or host nation (HN) commercial sources, through normal military sales, or through other authorized and preferred acquisition procedures.

3-10. ESTABLISHING NEED AND LEGALITY

The USAREUR G8 (AEAGF-IA) will—

- a. Determine whether USAREUR has authority to enter into such arrangements.
- b. Coordinate the request with the HQ USAREUR/7A staff office having primary responsibility for the area covered in the request to determine if the request is founded and in the best interest of USAREUR. This coordination will always include the following:
 - (1) JA (AEAJA-KLD) to determine the legality of the request.
 - (2) PARC for acquisition requests valued at \$25,000 or more.
- c. Inform the requesting commander of the action being taken.

3-11. NEGOTIATING AND CONCLUDING IMPLEMENTING ARRANGEMENTS

The USAREUR G8 (AEAGF-IA) will—

- a. Prepare a draft IA in close coordination with the USAREUR JA based on the requesting unit and HQ USAREUR/7A staff input.
- b. Organize the U.S. negotiating team.
- c. Coordinate the draft with USEUCOM (ECJ5) for authority to negotiate.
- d. Conduct negotiations and prepare a revised draft English version of the agreement.
- e. Provide a copy of the fully coordinated IA to the USAREUR JA before it is concluded.
- f. Coordinate draft IAs with USEUCOM (ECJ4), who will forward selected IAs to the Joint Staff J-4 for coordination.
- g. Modify draft IAs to ensure changes made to the IA by USEUCOM and the Joint Staff are included. IAs will then be resubmitted through U.S. country team channels to the foreign country or international organization.
- h. Obtain and certify foreign translations of the IA.
- i. Conclude (sign) IAs.
- j. Distribute concluded IAs to all interested U.S. parties.
- k. Provide two certified copies of all concluded IAs to USEUCOM (ECJA) within 10 days after the IAs are signed.
- l. Send two certified and reproducible copies to the Office of the DOD General Counsel, Pentagon Room 3E980, Washington, DC 20301-1600, within 20 days after the IAs are signed.
- m. Send one certified and reproducible copy to the Office of Legal Counsel to the Chairman of the Joint Chiefs of Staff, Pentagon Room 2E841, Washington, DC 20318-9999, within 20 days after the IAs are signed.

n. Determine and assign the administrator of the IA.

o. Use the process in subparagraphs a through n above when amending an existing IA.

3-12. DELEGATING AUTHORITY TO IMPLEMENT AND ADMINISTER IMPLEMENTING ARRANGEMENTS

a. The USAREUR G8 (AEAGF-IA) may delegate the authority to administer a USAREUR IA to the following:

(1) Commander, WCC, for IAs and acquisition transactions with a value of \$25,000 or more.

(2) An appropriate commander with oversight of the materiel being transferred for IAs and transactions with a value less than \$25,000.

b. Commanders delegated the authority to administer an IA will—

(1) Distribute copies of the IA to all activities within their AOR authorized to provide support pursuant to the arrangement, the servicing RMO, and the servicing finance and accounting office (FAO).

(2) Ensure that ordering activities use AE Form 1-3A (app D).

(3) Provide dollar estimates for proposed cash-reimbursable acquisitions and transfers for the next fiscal year. Estimates must be sent to the USAREUR G8 (AEAGF-IA) 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 IA transactions, including RIK and EVE transactions, during the fiscal year.

(5) Establish written procedures for delegating authority to personnel authorized to accept and initiate transactions. A copy of this delegation must be provided to the USAREUR G8 (AEAGF-PB).

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

(7) Certify fund availability for cash-reimbursable acquisition before signing the ordering document.

(8) Maintain an accounting of all transactions made pursuant to the IA.

(9) Ensure that 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 that the ACSA ceiling authority is certified for each cash-reimbursable acquisition and transfer transaction.

(12) Ensure that 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 IA actions with the supporting RMO and FAO to ensure they comply with fiscal law and policy.

3-13. IMPLEMENTING ARRANGEMENT SPECIFICS

a. USAREUR IAs must cite the specific ACSA authority permitting the transaction.

b. Any provision in an IA that obligates U.S. funds must comply with the statutory requirements on amount, purpose, and time.

c. USAREUR IAs must include the following information:

(1) The statement *Any obligation under this implementing arrangement on the part of the United States and USAREUR is subject to the availability of funds pursuant to U.S. law.*

(2) The statement *Peacetime logistic support, supplies, and services will continue to be provided, if possible, during active hostilities or emergencies; however, such support will be subject to national priorities and demands.*

(3) The name and alphanumeric identifier of the cross-servicing agreement that the IA implements.

(4) An alphanumeric identifier of the IA for use on ACSA orders to identify which IA the order is placed against.

(5) The types of LSSS covered by the IA. (This could be all or only some are authorized under the ACSA.)

(6) The geographic or operational limitation, if any, of the IA's applicability.

(7) The name and address of the billing or paying offices of each party to the arrangement unless otherwise specified in the order. Cash-reimbursable transfers must include the fiscal station number in the accounting classification when funds are obligated. Office names and addresses of the servicing FAOs of each party to the arrangement must also be included.

(8) A statement that the LSSS provided under the authority of the IA will not be transferred to a third party without the express consent of DOD, DOS, or the Joint Staff J-4.

d. USAREUR IAs must be reviewed at least every 5 years.

e. USAREUR IAs must be coded according to paragraph 3-4c(6).

f. USAREUR IAs must include a description of all logistic requirements.

g. Payments to the United States will be made to the FAO specified in the IA.

h. USAREUR IAs must include a billing-period provision. Billing-period provisions must state that payments will be made at least monthly.

i. The form of currency for payment will be as provided in the ACSA or IA covering the transaction.

SECTION IV NON-CASH TRANSACTIONS

3-14. REPLACEMENT-IN-KIND (RIK)

a. RIK transactions are conducted under an ACSA or 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 IA and agreed to by each party before the transaction.

c. Each party must agree on the replacement date. Replacement must be made within 1 year after the initial transaction. If RIK does not occur within 1 year, the transaction will convert to a payment in cash. The replacement date must be entered in block 19 of the AE Form 1-3A documenting the transaction.

3-15. EQUAL-VALUE EXCHANGE (EVE)

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

3-16. 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 needs 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. Authorized commanders or administrators will use AE Form 1-3A for RIK and EVE transactions.

d. 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 cover memorandum explaining the circumstances of the defaulted transaction. This memorandum must accompany the transaction documentation.

(1) For an acquisition, the authorized commander or administrator will send three copies of the AE Form 1-3A through the supporting RMO to the supporting FAO with instructions for payment.

(2) For a transfer, the authorized commander or administrator will send three copies of the AE Form 1-3A through the supporting RMO to the supporting FAO.

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

f. Commanders or administrators executing the RIK or EVE transaction will record it on AE Form 1-3B. This form summarizes each transaction with the other party.

g. A separate AE Form 1-3B must be maintained for each ACSA or IA used during the fiscal year. Entries on this form must be expressed in terms of the dollar value of the LSSS provided and received.

h. 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 V PRICING AND FINANCIAL POLICY AND PROCEDURES

3-17. GENERAL

a. Before an ACSA or IA 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 for 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. Pricing methods must be established in the ACSA or IA. Commanders or administrators with questions about which pricing method to use should contact the USAREUR G8 (AEAGF-PB).

3-18. RECIPROCAL AND NONRECIPROCAL PRICING

a. Reciprocal pricing requires the supplying party to charge the same prices as charged to other armed forces components of the supplying party for the same support. DFAS-IN 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 governments of eligible States or international organizations and entities under reciprocal pricing should be addressed to the USAREUR G8 (AEAGF-PB).

b. Nonreciprocal pricing will be determined according to FMS pricing procedures in DFAS-IN 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 in making this determination from the United States Army Contracting Command, Europe. Additional assistance may be requested from the 266th Finance Command (AEUFC-PA), Unit 29001, APO AE 09007-9001.

c. When the U.S. Army provides LSSS through RIK or EVE, a price will be entered in block 29 of the AE Form 1-3A. 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 experience.

3-19. 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 or IA.

3-20. ESTIMATES AND ACTUAL COSTS

A price will be estimated for RIK transactions and entered on the AE Form 1-3A. 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.

3-21. FINANCIAL POLICY

a. Documents sent to the RMO or FAO to support billings or payments must include the ACSA or IA identification code.

b. The U.S. Army activity that receives or provides support is responsible for all required documentation.

c. During the fiscal year, total liabilities accrued (obligations) and total credits accrued (earned reimbursement) must not exceed available ceiling authorizations.

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

(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 enough cash-reimbursable-acquisition and transfer-ceiling authorization.

(4) Dollar ceilings do not apply during active hostilities.

d. Payment for materiel or services provided by the U.S. Army initially recorded as a sales transaction must be credited to the current year of the account even if the transaction was initially funded by a previous year's money.

e. Payment for a transaction initially recorded as a RIK or EVE transaction but converted to a reimbursable transaction because of nonreceipt of replacement materials or services must be credited to the current year of the account even if the transaction was initially funded by a previous year's money.

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

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

(1) Bills must be accompanied by necessary supporting documents and paid within 30 days after they are received.

(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 be greater than 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 materials from an Operations and Maintenance, Army (OMA)-funded inventory will not be processed through the Resource Management/Expense Reporting System for obligation and billing purposes.

i. U.S. Army-purchased materials will not be carried in the OMA-funded inventory. Purchases will be charged directly to the USAREUR organization or DA command.

3-22. PROCEDURES FOR RESOURCE MANAGEMENT OFFICERS

Responsible officials at the RMO, 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 AE Form 1-3A that affect RMO and FAO operations.

c. Coordinate with the supporting FAO to ensure that new accounting processing codes (APCs) and customer numbers are assigned for ACSAs or IAs before the performing activity executes an ACSA transaction.

d. Maintain an ACSA ceiling authorization according to Army in Europe policy.

e. Ensure contractual requirements on AE Form 1-3A (blocks 10 and 18) have been completed following the procedures in appendix D.

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

g. Provide the complete accounting classification, including the ACSA APC, to activities.

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

i. Review Standard Financial System (STANFINS) reports to ensure that the ceiling authority for cash-reimbursable acquisitions and transfers has not been exceeded.

3-23. 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 IA.
- b. Obtain the ACSA ceiling authority from the RMO or budget agency, and give the RMO or budget agency the names of personnel designated to place orders valued at less than \$25,000.
- c. After receiving concluded IAs involving cash-reimbursable transactions, send copies of the arrangements to the supporting RMO and FAO.
- d. Provide completed copies of the AE Form 1-3A to the supporting RMO and FAO after a completed transaction.

3-24. PROCEDURES FOR FINANCE AND ACCOUNTING OFFICERS IN PROCESSING CASH-REIMBURSABLE ACQUISITIONS AND TRANSFERS

FAOs will—

- a. After completing an IA, send one copy to the accounting branch and one copy to the commercial accounts office for reference.
- b. After completing an acquisition arrangement, send one copy to the accounting branch (to support the obligation for cash-reimbursable acquisitions) and one copy to the commercial accounts office (to support the commercial voucher payment).
- c. Ensure APC master files and appropriation reimbursement customer files have been updated in coordination with the applicable budget agency or RMO.
- d. Receive copies of AE Form 1-3A from the activity receiving or delivering LSSS. Depending on the type of transaction (cash-reimbursable acquisition or transfer), the form may become a contractual document when blocks 10 and 18 are jointly signed.
 - (1) When block 20 is signed by a U.S. Army representative for cash-reimbursable acquisitions, the form becomes the U.S. Army receiving report.
 - (2) When block 35 is signed by a U.S. Army representative for cash-reimbursable transfers, the form becomes a U.S. Army delivery report.
- e. Send two copies of AE Form 1-3A to the accounting branch (to support the accrued expenditure or earned reimbursement) and one copy to the commercial accounts office (to support a commercial voucher payment).
- f. Match and attach the applicable AE Form 1-3A showing earned reimbursement to the monthly STANFINS billing form (SF 1080).
- g. Prepare three copies of AE Form 1-3C, attach the original and one copy to the SF 1080, and attach the other copy to AE Form 1-3A.

h. File one complete set of SF 1080, AE Form 1-3A, and AE Form 1-3C until the outstanding account receivable has been liquidated completely. File copies will be reproduced when necessary during follow-ups on delinquent accounts receivable.

i. Ensure copies of AE Form 1-3A are distributed to appropriate FAO sections to support the obligation, orders received, accrued expenditures, earned reimbursement, payment, and invoicing actions.

j. Prepare invoices to send to the other transaction parties.

3-25. REQUESTING CEILING AUTHORIZATION

a. The USAREUR G8 (AEAGF-PB) will notify authorized commanders and organizations by 1 April of 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. Commanders and organizations will send requests for ACSA authorizations to the USAREUR G8 (AEAGF-PB) by 30 April of each year.

c. The USAREUR G8 (AEAGF-PB) will—

(1) Combine the requests and establish a list of requirements in priority order.

(2) Forward the consolidated request to USEUCOM (ECJ4) by 1 June of each year.

(3) Receive acquisition and transfer authorizations from USEUCOM before 1 October of each year.

(4) Distribute acquisition and transfer authorizations based on the established priorities.

(5) Distribute ACSA authorizations to appropriate budget agencies.

SECTION VI LANGUAGE AND REPORTING REQUIREMENTS

3-26. LANGUAGE REQUIREMENTS

The language requirements in chapter 2, section III, apply.

3-27. REPORTING REQUIREMENTS

Reports required under the ACSA are limited to transactions with Allied governments, NATO subsidiary bodies, and U.N. organizations. The report format is in appendix E.

a. Each 266th Finance Command FAO will prepare an annual report of cash-reimbursable transactions using the ACSA six-character identification code.

b. The WCC will prepare an annual report with the description, name of the government of the eligible State, international organization or entity, and identification code of each arrangement executed during the most recent year. Arrangements that continue into the next fiscal year will be annotated.

c. Each commander tasked to administer an IA will prepare a consolidated annual report of the transactions conducted by subordinate elements using a separate AE Form 1-3B for each IA.

d. Reports in this section must be sent to the Chief, Theater Accounts Office, 266th Finance Command, Unit 29001, APO AE 09007-9001, by 20 October of each year.

e. The Chief, Theater Accounts Office, will submit an annual consolidated ACSA report to the Assistant Secretary of the Army, Financial Management (ASA(FM)), by 1 November of each year.

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 States are subject to the laws, policy, and procedures of those countries. Requests for authorization to enter into a co-use agreement outside of Germany must be sent to the USAREUR G8 (AEAGF-IA) for consideration.

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 its troops and attached contingents. The accommodations remain under the ownership of Germany or other German parties (for example, cities, communities, individuals). Therefore, the U.S. Forces may not allow non-U.S. parties to use these accommodations without the written consent of Germany. Co-use agreements (formerly called joint-use agreements, third-party agreements, or two-party agreements) are used to authorize 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.
- (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 Germany and the USAREUR G8 (AEAGF-IA).

4-2. APPLICABLE LAWS AND REGULATIONS

a. Articles 48 and 53 of the Supplementary Agreement to the NATO SOFA between the United States and Germany cover co-use of U.S. accommodations by non-U.S. parties.

b. Co-use parties 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 USAREUR G8 (AEAGF-IA). 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) Seek the advice of the servicing judge advocate office.
- (2) Coordinate with the USAREUR G8 (AEAGF-IA), IMA-EURO, or both.
- (3) Obtain a liability statement to be signed by the transiting party.

b. **Private Organizations (POs).** Use of U.S. facilities (including utilities and in-place equipment) by POs (for example, activities on airfields, ranges, race tracks, and buildings) requires the conclusion of a license or lease agreement. The Director, IMA-EURO, and United States Army garrison (USAG) commanders may negotiate and conclude these agreements.

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) 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 services, civilian fire departments, civilian medical agencies).

d. **Golf Courses.** The co-user's annual cost share will be based on the co-user's club memberships' 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. Co-users do not become "members," "affiliate members," or "patrons" of the morale, welfare, and recreation (MWR) facilities, but are subject to the provisions of the co-use agreement. Co-users are not authorized to make any tax- or duty-free purchase at the MWR facility unless specifically authorized in the co-use agreement. Deviations from the agreement will be valid only if the Customs Executive Agent (ECJ1-CEA-NS) has obtained specific authority from the Federal Ministry of Finance for it.

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.

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 properties are involved.

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. It is settled under an agreement between Germany and the shepherd directly when involving U.S. accommodations. The USAREUR G8 (AEAGF-IA) will coordinate these requests from the German government with IMA-EURO.

h. Rail Sidings. USEUCOM has the authority to negotiate and conclude rail-siding co-use agreements. All requests for negotiation of rail-siding co-use agreements must be sent to USEUCOM (ECJ4-ITCB), Unit 30400, APO AE 09182-0400, according to USEUCOM Directive 64-1. USEUCOM (ECJ4-ITCB) may be contacted at DSN 430-4059.

i. Commercial Use. Commercial co-use of U.S. Army facilities is not authorized.

j. U.S.-Sponsored Events With Non-U.S. Participants. If events are U.S.-sponsored, co-use agreements are not required. It is advisable, however, to have the non-U.S. parties sign a liability statement prepared by the servicing judge advocate.

k. U.S. Use of Non-U.S. Property. Co-use agreements may be entered into for USAREUR use of non-U.S. facilities, property, or equipment subject to applicable U.S. and HN laws. These co-use agreements may not 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 coordinated with the servicing contract 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 Federal Agency for Real Property Matters (*Bundesanstalt für Immobilienaufgaben (BIMA)*). If considered favorably, the *BIMA* and the USAREUR G8 (AEAGF-IA) will negotiate the co-use agreement.

(2) If a potential co-user contacts a U.S. commander directly about co-use of U.S. facilities or equipment, the commander may send a written request through appropriate command channels to the USAREUR G8 (AEAGF-IA) for negotiation of a 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) Requester's name, organization, telephone number, and POC information.
- (b) U.S. accommodation or facility requested for co-use.

- (c) Type of co-use.
- (d) Frequency of co-use.
- (e) Duration of co-use.
- (f) Recommendation and the basis for supporting approval or disapproval of the request.
- (g) U.S. POC's name and telephone number.

b. Negotiation and Coordination. The USAREUR G8 (AEAGF-IA) will draft the co-use agreement, coordinate it with all interested U.S. parties (including the USAREUR JA (AEAJA-ILOD) and IMA-EURO), and submit the agreement to the German government for acceptance and signature.

c. Signing and Concluding a Co-Use Agreement. The USAREUR G8 (AEAGF-IA) 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 USAREUR G8 (AEAGF-IA) for recordkeeping.

d. Distribution of Co-Use Agreements. The USAREUR G8 (AEAGF-IA) 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 specified U.S. command.

e. Changes, Terminations, and Suspensions. Changes, terminations, and suspensions of co-use agreements must be coordinated and approved by the USAREUR G8 (AEAGF-IA), and must be in writing.

SECTION III POLICY AND LIMITATIONS

4-6. GENERAL

a. The existence of a co-use agreement does not authorize the co-user or co-user's guests to make any tax- or duty-free purchases at U.S. Forces sales facilities (including ammunition at ranges; balls, tees, and gloves at golf courses; food at dining facilities). Only the Customs Executive Agent Office (ECJ1-CEA-NS) may grant an exception to this restriction after obtaining specific authority from the Federal Ministry of Finance. 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 USAG commander can 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.

SECTION IV LANGUAGE AND REPORTING REQUIREMENTS

4-7. LANGUAGE REQUIREMENTS

Co-use agreements are normally written in German and English. When written in both languages, the agreement must state that both versions are equally binding.

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 USAREUR G8 (AEAGF-IA) will coordinate with the USAREUR JA (AEAJA-ILOD) to determine how to proceed. This determination will be made on a case-by-case basis and depend 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 415-15 and AR 420-10).
- (2) Administrative arrangements involving customs or tax policy and procedures (AE Reg 550-175).
- (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 (USAREUR Reg 200-1).

- (7) Flea market agreements (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 550-56 and USAREUR Reg 550-50).
- (10) German-American fest agreements (AE Reg 550-175).
- (11) Hunting and fishing procedures in Germany (AE Reg 215-145).
- (12) Intelligence agreements according to AE Regulation 381-6.
- (13) Interservice and intergovernmental agreements (DODI 4000.19 and AE Reg 1-7).
- (14) Leases under the Arms Export Act, chapter 6, or 22 USC 2751 et seq.
- (15) Maneuver agreements (USAREUR 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) Reciprocal fire-protection agreements (AR 420-90).
- (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

Only the USAREUR G8 (AEAGF-IA) has the authority to negotiate and conclude agreements in paragraph 5-2a.

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 USAREUR G8 (AEAGF-IA). 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. Effective date and duration of the agreement.

5-5. COORDINATION OF THE AGREEMENT

The USAREUR G8 (AEAGF-IA)—

- a. Will direct and oversee all subsequent actions related to the negotiation of the agreement.
- b. May delegate the authority to negotiate the agreement to a commander or DA employee, when appropriate.

5-6. CONCLUSION OF THE AGREEMENT

The USAREUR G8 (AEAGF-IA) will conclude, sign, distribute, and file the agreement. The USAREUR G8 (AEAGF-IA) 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 USAREUR G8 (AEAGF-IA) will still 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 USAREUR G8 (AEAGF-IA) 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

a. Environmental and Natural Resources. Application of a foreign State's environmental and natural resources laws and policy must be coordinated with and approved by the USAREUR JA (AEAJA-ILOD).

b. Taxes and Value-Added Tax (VAT). Assessment, exemption, and possible reimbursement of taxes, including VAT, must be coordinated with and approved by the USAREUR JA (AEAJA-ILOD).

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 USAREUR G3 (AEAGC-AT) and USAREUR JA (AEAJA-ILOD).

d. Criminal Jurisdiction. Any provision regarding criminal jurisdiction must be coordinated with and approved by the USAREUR JA (AEAJA-ILOD).

e. Claims. Any assessment, waiver, or procedural requirements regarding claims for injury or property damage must be coordinated with the United States Army Claims Service, Europe (USACSEUR).

f. Unit Partnership Exchanges. Unit partnership agreements do not fall under the provisions of this regulation; however, 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 USAREUR G8 (AEAGF-IA) or the USAREUR 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. 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 the event. In addition, a foreign State or military organization may require an ESA. In all cases, commanders, exercise directors, and the USAREUR G3 (AEAGC-EX) must notify the USAREUR G8 (AEAGF-IA) as soon as possible when an ESA is contemplated or required.

b. The USAREUR G8 (AEAGF-IA) is the office of primary responsibility (OPR) for all ESAs involving U.S. Army units in the USAREUR AOR except for exercises and training events involving Special Operations Command, Europe, or events governed by USEUCOM or other component command authority.

c. The USAREUR G8 (AEAGF-IA) will participate in USAREUR G3 (AEAGC-IA) exercise-scheduling conferences to advise interested parties on ESA matters related to exercise and training-event planning.

d. The USAREUR G3 (AEAGC-EX) must invite the USAREUR G8 (AEAGF-IA) to the initial planning conference for the standard NATO exercise-planning concept. The USAREUR G8 (AEAGF-IA) will provide assistance and guidance on initiating and preparing an ESA.

e. The exercise-planning staff should have the ESA prepared for signature after completing the final planning conference. While no specific timeline or deadlines will be used with respect to an ESA, exercise planners must be aware that non-U.S. parties may have legal and political obligations for review and approval. This process may take several months and must be considered as early in the planning process as practicable.

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 States or military departments without USAREUR G8 (AEAGF-IA) written authority or involvement.

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 as explained 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 USAREUR G8 (AEAGF-IA) has the authority to negotiate and conclude it. The USAREUR G8 (AEAGF-IA) may delegate this authority when appropriate.

b. Several foreign States where USAREUR conducts 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 States 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 States 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 as 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 State where the U.S. Government does not have an effective SOFA or an ACSA, the unit and USAREUR G3 (AEAGC-EX) must immediately notify the USAREUR G8 (AEAGF-IA).

(2) The USAREUR G8 (AEAGF-IA) must then coordinate with the USAREUR JA (AEAJA-ILOD).

(3) The USAREUR JA will coordinate these issues with higher commands when appropriate.

(4) Under these circumstances, no negotiations, promises, obligations, or exchange of documents may take place with the foreign State, international organization, or entity before receiving express authorization from the USAREUR G8 (AEAGF-IA).

5-13. ESA PROCEDURES

a. Commanders who will be conducting an exercise or other similar training activity in a State other than Germany must contact the USAREUR G8 (AEAGF-IA) at the beginning of the planning process.

b. The USAREUR G8 (AEAGF-IA) has overall responsibility for coordinating, negotiating, and concluding the ESA with the foreign parties and U.S. participants. The USAREUR G8 (AEAGF-IA) may provide an ESA template 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 an ESA. The template ESA will not be shared with foreign counterparts unless expressly authorized by the USAREUR G8 (AEAGF-IA).

c. On authorization from the USAREUR G8 (AEAGF-IA), the ESA 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 USAREUR G8 (AEAGF-IA) and the USAREUR JA (AEAJA-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 USAREUR G8 (AEAGF-IA) for consideration and approval. The USAREUR G8 (AEAGF-IA) must coordinate any significant changes, additions, or deletions with the USAREUR JA (AEAJA-ILOD) as soon as practicable.

d. The final draft of the ESA must be submitted to the USAREUR JA (AEAJA-ILOD) for legal review before signature.

e. The Chief, Agreements Division, Office of the Deputy Chief of Staff, G8, HQ USAREUR/7A, has the authority to sign ESAs and may delegate this authority when appropriate (for example, to the U.S. general officer responsible for the event). This authority will not be further delegated. The Chief, Agreements Division, will provide delegations of authority in writing.

f. The U.S. signatory will be the last party to sign the document. Exceptions to this requirement must be coordinated with the USAREUR JA (AEAJA-ILOD).

g. The USAREUR G8 (AEAGF-IA) will distribute the concluded ESA to applicable U.S. and foreign parties. After conclusion, the USAREUR G8 (AEAGF-IA) may delegate the authority to implement and administer the ESA to an appropriate U.S. commander. The USAREUR G8 (AEAGF-IA) will maintain the original signed ESA.

h. ESAs 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. There are no reporting requirements to higher U.S. commands or agencies for ESAs unless otherwise directed.

5-14. ESA CONTENTS

a. ESAs will generally be comprised of the base document and annexes. The format may be altered by the USAREUR G8 (AEAGF-IA) to fit 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 to 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 about 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; however, the contents of the annexes should remain relevant to the relationships and support activities between the parties. The following are suggested annex topics:

(1) Communications.

(2) Entry, exit, and movement.

(3) Finance.

(4) Logistics.

(5) Medical.

(6) Public affairs.

APPENDIX A REFERENCES

SECTION I PUBLICATIONS

Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, 19 June 1951

Agreement of 3 August 1959, as Amended by the Agreements of 21 October 1971, 18 May 1981, and 18 March 1993, to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany (Revised Supplementary Agreement) (effective 29 March 1998)

Revised Supplementary Agreement to Amend the Agreement of 3 August 1959, as Amended by the Agreements of 21 October 1971 and 18 May 1981, to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany, 18 March 1993

United States Code, Title 1, sections 112a and 112b, Statutes at Large; Contracts; Admissibility in Evidence

United States Code, Title 10, section 2114, Students: Selection; Status; Obligation

United States Code, Title 10, section 2304, Contracts: Competition Requirements

United States Code, Title 10, section 2341 et seq, Authority To Acquire Logistic Support, Supplies and Services for Elements of the Armed Forces Deployed Outside the United States

United States Code, Title 10, section 2401, Requirement for Authorization by Law of Certain Contracts Relating to Vessels and Aircraft

United States Code, Title 10, section 2667, Leases: Non-excess Property of Military Departments

United States Code, Title 10, section 2675, Leases: Foreign Countries

United States Code, Title 22, section 2751 et seq, Need for International Defense Cooperation on Military Export Controls; Presidential Waiver; Report for Congress; Arms Sale Policy

United States Code, Title 22, section 2778, Control of Arms Exports and Imports

United States Code, Title 22, section 2796, Leasing Authority

Code of Federal Regulations, Title 22, part 181, Coordination, Reporting and Publication of International Agreements

Foreign Affairs Manual, volume 11, chapter 700, Treaties and Other International Agreements (<http://foia.state.gov/regs/Search.asp>)

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

Department of Defense Directive (DODD) 2010.8, Department of Defense Policy for NATO Logistics

DODD 2010.9, Acquisition and Cross-Servicing Agreements

DODD 5160.65, Single Manager for Conventional Ammunition (SMCA)

DODD 5530.3, International Agreements

Department of Defense Instruction 4000.19, Interservice and Intragovernmental Agreements

Department of Defense Financial Management Regulation (FMR)

(<http://www.defenselink.mil/comptroller/fmr/>)

DOD 5500.7-R, Joint Ethics Regulation

Defense Finance and Accounting Service-Indianapolis Regulation 37-1 (DFAS-IN Reg 37-1), Finance and Accounting Policy Implementation (<https://dfas4dod.dfas.mil/centers/dfasin/library/ar37-1/>)

Chairman of the Joint Chiefs of Staff Instruction (C JCSI) 2120.01, Acquisition and Cross-Servicing Agreements

CJCSI 2300.01C, International Agreements

AR 1-100, Gifts and Donations

AR 1-101, Gifts for Distribution to Individuals

AR 12-8, Operations and Procedures

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

AR 215-1, Morale, Welfare, and Recreation Activities and Nonappropriated Fund Instrumentalities

AR 415-15, Army Military Construction Program Development and Execution

AR 420-10, Management of Installation Directorates of Public Works

AR 420-49, Utility Services

AR 420-90, Fire and Emergency Services

AR 550-51, International Agreements

AR 700-131, Loan, Lease, and Donation of Army Materiel

AR 700-142, Materiel Release, Fielding, and Transfer

USEUCOM Directive 5-13, International Agreements; Authority, and Responsibilities

USEUCOM Directive 56-9, Procedures for the United States Defense Representative (USDR)

USEUCOM Directive 60-8, Logistics Support Using Acquisition and Cross-Servicing Agreements (ACSA)

USEUCOM Directive 64-1, Transportation Policy and Management

AE Regulation 1-7, Support Agreements

AE Regulation 10-5, HQ USAREUR/7A and Select Commands

AE Regulation 215-145, Hunting, Fishing, and Sport Shooting Procedures in Germany

AE Regulation 350-2, Project Partnership

AE Regulation 381-6, USAREUR Intelligence Liaison Program

AE Regulation 415-22, NATO Security Investment Program

AE Regulation 550-56, Exercise of Jurisdiction by German Courts and Authorities Over U.S. Personnel

AE Regulation 550-175, 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 200-1, USAREUR Environmental Quality Program

USAREUR Regulation 350-22, Maneuver and Field Training Exercise Rights in Germany

USAREUR Regulation 405-5, Acquiring, Administering, and Disposing of Real Estate

USAREUR Regulation 405-8, Acquiring, Managing, and Disposing of Real Estate in Germany

USAREUR Regulation 550-50, Exercise of Foreign Criminal Jurisdiction Over United States Personnel

SECTION II FORMS

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

DA Form 2028, Recommended Changes to Publications and Blank Forms

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

AE Form 1-3B, Summary of International Replacement-in-Kind Transactions

AE Form 1-3C, Standard NATO Invoice/Claim Form

APPENDIX B
SAMPLE MEMORANDUM FOR LANGUAGE REQUIREMENTS FOR INTERNATIONAL AGREEMENTS



DEPARTMENT OF THE ARMY
UNITED STATES ARMY, EUROPE, AND SEVENTH ARMY
UNIT 29351
APO AE 09014-9351

(date)

Agreements Division

Subject: *(agreement subject and number)*

Reference AR 550-51, International Agreements, paragraph 7.

I hereby certify that the enclosed English and foreign language texts are equally authentic and conform with each other, and that both texts have the same meaning in all substantive respects.

(signature and signature block)

Enclosures

APPENDIX C
LOGISTIC SUPPORT, SUPPLIES, AND SERVICES

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

<p style="text-align: center;">Ammunition</p> <p>NOTE: This category does not include nuclear munitions, chemical munitions (other than riot control), or missiles.</p>	Transfer of small-arms ammunition between forces on exercises.
	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, paragraph IV.
<p style="text-align: center;">Base Operations Support and Construction Services</p> <p>NOTE: This category does not include Military Construction, Army-funded projects.</p>	Foreign military support of U.S. installations.
	Facilities maintenance and groundskeeping incidental to perimeter security.
	Laundry services.
	Minor construction related to support agreements.
<p style="text-align: center;">Billeting</p>	Billeting of U.S. military personnel.
	Temporary billeting for foreign military personnel.
	Bath services for U.S. and foreign military personnel.
<p style="text-align: center;">Clothing</p> <p>NOTE: This category does not include the provision of distinctive items of military uniform and insignia.</p>	Cold weather items (for example, gloves, thermal underwear, socks) provided on an emergency basis for U.S. or foreign military personnel.
<p style="text-align: center;">Communications</p>	Field-radio operator support.
	Use of base or installation communications facilities and equipment.
<p style="text-align: center;">Facilities</p> <p>NOTE: This category does not include facilities provided free of charge by foreign militaries pursuant to an international agreement, such as a SOFA.</p>	Temporary use of a building during an exercise.
	Temporary use of mortuary facilities.
	Temporary use of other foreign military facilities.
<p style="text-align: center;">Medical Services</p>	Providing or receiving health-care 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.
<p style="text-align: center;">Petroleum, Oils, and Lubricants</p>	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.
	Temporary storage of offloaded equipment.
	Minor vehicle maintenance (for example, battery recharging, 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 components 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	Use of training ranges.
	Orientation visits between NATO combat units.
	Training of U.S. and foreign military personnel in aircraft and cross-servicing of vehicles.
	Use of flight simulators.
	Target services.
Transportation	Transportation of U.S. and foreign military personnel and equipment.
	Transportation of one State's petroleum products in another State's tankers.
	Temporary use of transportation during training exercises.

APPENDIX D

AE FORM 1-3A COMPLETION AND DISTRIBUTION INSTRUCTIONS

D-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 under an IA, 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 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 under an IA 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 the IA and not 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 the IA includes cost data and represents the contractual instrument.

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

(1) Property Accountability. See b(1) above.

(2) Performance Accountability. See b(3) above.

D-2. PROCEDURES

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

D-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 the 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). The RMO will—

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

(b) Send one copy to the FAO accounting branch (to record the obligation) and to the 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. The RMO will keep one copy for updating the resource control ledger, and send two copies to the FAO accounting branch. This will permit recording of cash-reimbursable orders received and earned cash reimbursements in the accounting records, and supports the FAO invoice.

b. U.S. Cash-Reimbursable Acquisitions.

(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 will be the document that supports the obligation. Two copies of the form (with blocks 10 and 18 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 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 accounting branch and to the FAO commercial accounts office using FAO 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 18 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 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 accounting branch to record cash reimbursement earned and substantiate the FAO invoice.

**APPENDIX E
ACQUISITION AND CROSS-SERVICING AGREEMENT TRANSACTION REPORT
FORMAT**

**TITLE 10, UNITED STATES CODE, SECTION 38, TRANSACTIONS,
REIMBURSABLE PURCHASES, AND SALES
(Mutual Logistic Support Between the United States and Other NATO Forces)**

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—

- a. Purchases by supplies other than petroleum, oils, and lubricants (POL).
 - b. All purchases, including POL.
-

GLOSSARY

SECTION I ABBREVIATIONS

ACSA	acquisition and cross-servicing agreement
AOR	area of responsibility
APC	accounting processing code
AR	Army regulation
ASA(FM)	Assistant Secretary of the Army (Financial Management)
AT/FP	antiterrorism/force protection
BIMA	<i>Bundesanstalt für Immobilienaufgaben</i> (Federal Agency for Real Property Matters)
CFR	Code of Federal Regulations
CG	commanding general
CG, USAREUR/7A	Commanding General, United States Army, Europe, and Seventh Army
CJCS	Chairman of the Joint Chiefs of Staff
CJCSI	Chairman of the Joint Chiefs of Staff instruction
COMSEC	communications security
DA	Department of the Army
DFAS-IN	Defense Finance and Accounting Service-Indianapolis
DOD	Department of Defense
DODD	Department of Defense directive
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
FAR	Federal Acquisition Regulation
FMR	Financial Management Regulation
FMS	foreign military sales
HN	host nation
HQ USAREUR/7A	Headquarters, United States Army, Europe, and Seventh Army
HQDA	Headquarters, Department of the Army
IA	implementing arrangement
IMA-EURO	United States Army Installation Management Agency, Europe Region Office
JA	Judge Advocate, United States Army, Europe
JCS	Joint Chiefs of Staff
LOA	letter of agreement
LOI	letter of intent
LSSS	logistic support, supplies, and services
MACOM	major Army command
MOA	memorandum of agreement
MOU	memorandum of understanding
MWR	morale, welfare, and recreation
NATO	North Atlantic Treaty Organization
NMSA	NATO Mutual Support Act
NSA	National Security Agency

OMA	Operations and Maintenance, Army
OPR	office of primary responsibility
OSD	Office of the Secretary of Defense
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
SECDEF	Secretary of Defense
SF	standard form
SOFA	Status of Forces Agreement
SOI	statement of intent
STANAG	standardization agreement
STANFINS	Standard Financial System
TA	technical arrangement
U.N.	United Nations
UNMIK	United Nations Mission in Kosovo
U.S.	United States
USACSEUR	United States Army Claims Service, Europe
USAG	United States Army garrison
USAREUR	United States Army, Europe and Seventh Army
USASETAF	United States Army Southern European Task Force
USC	United States Code
USD(P)	Under Secretary of Defense (Policy)
USEUCOM	United States European Command
VAT	value-added tax
WCC	Wiesbaden Contracting Center

SECTION II

TERMS

acquisition

The obtaining of logistic support, supplies, and services (LSSS) or the direct purchase of 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 (LSSS). An ACSA may also be referred to as a “mutual logistics support agreement” or “cross-servicing agreement.” An ACSA is an international agreement.

cash-reimbursable transaction

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

Also called “joint-use” or “third party” agreement. A written agreement between USAREUR, IMA-EURO, or tenant commands 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 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.

HQ USAREUR/7A

As used in this regulation, the headquarters, directorates, staff offices, major subordinate and specialized commands, and any other U.S. Army unit or organization in the USAREUR area of responsibility (AOR). In this regulation, *major subordinate and specialized commands* are those commands listed in AE Regulation 10-5, appendix A, and IMA-EURO for the purposes of entering into agreements of any kind in the USAREUR AOR.

implementing arrangement (IA)

A supplementary arrangement that prescribes details, terms, and conditions to implement cross-servicing agreements effectively. While IAs may normally be more detailed in terms of defined levels of activity than cross-servicing agreements, they must be completely consistent with associated cross-servicing agreements. IAs that do not involve the obligation of funds may extend for an indefinite period of time. An IA is an international agreement.

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 verbal) 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.

joint-use agreement

See co-use agreement.

logistic support, supplies, and services (LSSS)

Airport and seaport services; ammunition; base-operations support (and construction incident to base operations support); 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 pursuant to 22 USC 2778(a)(1).

medical-support agreement

A written agreement entered into by USAREUR, IMA-EURO, 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 (MOA)/memorandum of understanding (MOU)

A written agreement between USAREUR and another party that specifies the mutually agreed on statements of facts, intentions, procedures, parameters, policy, and matters of 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 position or offer would result in an international agreement. The term "negotiation" includes any such communication, even if conditioned on 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, whether or not titled "agreement." The term "negotiation" does not include preliminary or exploratory discussions or routine meetings where 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, IMA-EURO, 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 parameters for combined detailed planning in a particular functional area.