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Administration
Support Agreements

*This regulation supersedes AE Regulation 1-7, 2 June 2006.

For the Commander:

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

Summary of Change. This revision updates terms throughout and the information in appendix A.

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

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

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

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

Suggested Improvements. The proponent of this regulation is the USAREUR G8 (AEAGF-IA, DSN 370-6695/6689). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G8 (AEAGF-IA), Unit 29351, APO AE 09014-9351, or by e-mail to chief.agreements@hq.hqusareur.army.mil.

Distribution. B (AEPUBS).

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SECTION I GENERAL

1. PURPOSE

a. This regulation—

(1) Implements Department of Defense Instruction (DODI) 4000.19.

(2) Applies to interservice, intragovernmental, and intraservice support agreements (generally referred to in this regulation as support agreements) between USAREUR, IMCOM-Europe, or both, and other U.S. Government departments, agencies, services, and activities.

b. This regulation divides responsibilities between—

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

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

2. REFERENCES

a. Publications.

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

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

(3) AE Regulation 10-5, HQ USAREUR/7A and Select Commands.

b. Forms.

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

(2) DD Form 1144, Support Agreement.

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

3. EXPLANATION OF ABBREVIATIONS AND TERMS

The glossary defines abbreviations and terms.

4. RESPONSIBILITIES

Section IV provides responsibilities.

SECTION II SUPPORT AGREEMENTS

5. MEMORANDUMS OF AGREEMENT AND MEMORANDUMS OF UNDERSTANDING

a. Memorandums of agreement (MOAs) and memorandums of understanding (MOUs)—

(1) Establish command-to-command or command-to-agency relationships, statements of fact, intentions, procedures, and matters of coordination agreed to by the signatories.

(2) Are not substitutes for interservice, intragovernmental, or intraservice support agreements (glossary). MOAs and MOUs document procedures for negotiating and concluding support agreements.

(3) Usually consist of two parts:

(a) The basic text, which states the purpose and scope of the MOA or MOU, the relationship between the parties, and amendment and expiration procedures.

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

b. The Agreements Division, Office of the Deputy Chief of Staff, G8, HQ USAREUR/7A; and the Agreements Branch, Resource Management Division, IMCOM-Europe, will negotiate and conclude MOAs and MOUs.

(1) MOAs and MOUs will not be made between HQ USAREUR/7A staff offices and USAREUR major subordinate and specialized commands (AE Reg 10-5, app A). If it is necessary to document important requirements between a staff office and a command, the requirements may be documented in joint standing operating procedures or a letter of instruction or exchange.

(2) IMCOM-Europe garrisons may conclude MOAs and MOUs with each other and their tenants if the MOA or MOU applies only to the garrisons concerned. If garrison-level MOAs and MOUs are required, garrisons will send them through their agreement managers to IMCOM-Europe (IMEU-RMD) for approval before they are concluded. If more than one direct-reporting garrison is involved in providing or receiving support, the MOA or MOU will be concluded by IMCOM-Europe on behalf of all affected garrisons. IMCOM-Europe (IMEU-RMD) will keep a copy of all garrison-level MOAs and MOUs on file.

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

6. INTERSERVICE, INTRAGOVERNMENTAL, AND INTRASERVICE SUPPORT AGREEMENTS (DD FORM 1144)

Support agreements define in detail the level of support to be provided and received, the basis for reimbursement for each category of support involved, the billing and payment process, and other applicable terms and conditions.

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

b. Support will be provided at a standard level to all tenants. Tenants that receive services above the standard level will reimburse the host installation.

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

d. DODI 4000.19 provides general guidance for administering support agreements within DOD. A more detailed instruction, such as an internal standing operating procedure or a similar document, may be issued to outline administrative procedures for developing support agreements as long as these procedures are in accordance with DODI 4000.19 and this regulation.

7. SUPPORT NOT COVERED BY DODI 4000.19 OR THIS REGULATION

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

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

SECTION III FUNCTIONAL AGENTS

8. FUNCTIONAL AGENTS

a. Functional agents are authorized to—

(1) Determine the need for MOAs and MOUs within their area of responsibility. When functional agents determine that there is a need, they will initiate a request for an MOA or MOU.

(2) Identify the requirements and conditions for the MOA or MOU.

b. Appendix A lists functional agents and their areas of responsibility.

SECTION IV RESPONSIBILITIES

9. COMMAND AUTHORITY

a. The USAREUR G8 (AEAGF-IA) is the executive agent for—

(1) Implementing the policy in this regulation and providing guidance for the USAREUR area of responsibility.

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

(3) Delegating the responsibility to administer MOAs and MOUs to geographic commanders (app B). This includes the authority to develop and conclude support agreements for mission support.

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

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

(6) Assigning agreement numbers for each MOA and MOU. Agreement numbers will be assigned only once and may not be reused, even if an agreement is terminated and the number becomes available. An example of a USAREUR MOA or MOU file number is *NA-G8-001*, where *NA* means national agreement, *G8* means USAREUR, and *001* is the sequential number.

b. The Director, IMCOM-Europe, is the executive agent for—

(1) Providing guidance for the IMCOM-Europe area of responsibility.

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

(3) Delegating the responsibility to administer MOAs and MOUs to geographic commanders (app B). This includes the authority to develop and conclude support agreements for BASOPS support.

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

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

(6) Assigning agreement numbers for each MOA and MOU. Agreement numbers will be assigned only once and may not be reused, even if an agreement is terminated and the number becomes available. An example of an IMCOM-Europe MOA or MOU file number is *NB-AAF-001-06*, where *NB* means national BASOPS; *AAF* means Army and Air Force Exchange Service, Europe; *001* is the sequential number; and *06* means fiscal year 2006. Another example is *NB-GSA-001-06*, where *GSA* means General Services Administration.

c. Subordinate commanders (unit and direct-report garrison commanders) will designate—

(1) A support agreement manager as the single POC for agreement matters within their area of responsibility.

(2) A resource management officer to oversee and carry out financial matters.

10. NEGOTIATION PROCESS

a. The USAREUR G8 (AEAGF-IA), IMCOM-Europe (IMEU-RMD-M), or both, as appropriate, will—

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

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

(a) As a minimum, the Judge Advocate, USAREUR, will be involved in the review process. Other staff offices, commands, and agencies will be involved as applicable.

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

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

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

(5) Distribute MOAs and MOUs to all concerned.

b. Changes to or terminations of MOAs and MOUs must be coordinated according to a(2) above. Notifications of changes and terminations will be distributed by the USAREUR G8 (AEAGF-IA), IMCOM-Europe (IMEU-RMD), or both, as appropriate.

11. GENERAL SUPPORT AGREEMENT (DD FORM 1144) GUIDELINES

a. DODI 4000.19 outlines basic concepts, principles, and general support agreement guidelines; and states the following about modifications and terminations:

When practical, support agreement modifications and terminations should be made bilaterally and with sufficient advance notification to permit appropriate resource adjustments to be made during the budget formulation process. If an interservice agreement must be unilaterally terminated, suspended, or significantly modified with less than 180 days notice to other parties of the agreement, the unilateral party may be billed by affected parties for reimbursement of unavoidable termination or re-procurement expenses incurred up to 180 days following the written notification. The 180 day limits and requirement to reimburse for re-procurement expenses do not apply to intragovernmental agreements, and reimbursement for termination costs are subject to negotiation.

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

12. RESPONSIBILITY FOR AND NEGOTIATION, PREPARATION, AND DISTRIBUTION OF SUPPORT AGREEMENTS

Support agreements will be prepared and negotiated according to DODI 4000.19.

SECTION V BILLING AND REIMBURSEMENT

13. GENERAL

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

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

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

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

d. A direct fund citation will be listed on the MIPR for services and support provided for the sole use of the tenant (such as civilian telephone lines, crating, packing).

14. WAIVERS

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

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

APPENDIX A

FUNCTIONAL AGENTS FOR SPECIFIC AGREEMENT-RELATED AREAS

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

| Functional Agent | | |
|-------------------------|---|---|
| USAREUR | IMCOM-Europe | Areas of Responsibility |
| G1 | Human Resources Division Morale, Welfare, and Recreation Division | Army Community Service, Army Continuing Education System, Army lodging, business operations, Child and Youth Services, fitness, military personnel, official mail, records management, recreation and libraries, substance abuse |
| | Garrison equal employment opportunity office | Equal employment opportunity |
| | Garrison safety office | Installation safety and occupational health |
| G2 | Garrison operations office | Intelligence |
| | Garrison directorate of plans, training, mobilization, and security (DPTMS) | |
| G3 | Garrison operations office | Installation security and force protection |
| | Garrison DPTMS | |
| G4 | Garrison directorate of logistics | Ammunition supply, asset management, base operations (BASOPS) material support maintenance, central issue facilities, food service, laundry and dry cleaning, retail supply, transportation |
| DCSENGR | Garrison directorate of public works | Building maintenance, conservation, construction, custodial services, demolition, environmental compliance, facility engineering, family housing management, fire and emergency response, heating and cooling, master planning, pest control, pollution prevention, railroad maintenance, real estate administration, real estate leases, refuse removal, restoration, snow and sand removal, unaccompanied personnel housing management, utilities |
| G6 | Regional Chief Information Office - Europe | Automation, communication, information assurance, information technology, publications management, records management, visual information |
| PM | Garrison provost marshal office | Fire and emergency response, law-enforcement services, physical security |
| CH | Garrison chaplain's office | Religious support, special staff work |
| CPA | Garrison public affairs office | Community relations, information strategies, new media facilitation |

APPENDIX B

GEOGRAPHIC COMMANDER AREAS OF RESPONSIBILITY AND AUTHORITY

B-1. GEOGRAPHIC COMMANDERS

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

- a. Commanding General, V Corps.
- b. Commanding General, 21st Theater Support Command.
- c. Commanding General, United States Army Southern European Task Force.
- d. Commanding General, Seventh United States Army Joint Multinational Training Command.
- e. Commander, United States Army Garrison (USAG) Benelux.
- f. Commander, Europe Region Transformation Group (Nordbayern).
- g. Commander, USAG Grafenwöhr.
- h. Commander, USAG Heidelberg.
- i. Commander, USAG Hessen.
- j. Commander, USAG Stuttgart.
- k. Commander, USAG Vicenza.

B-2. SPECIALIZED STAFF OFFICERS AND COMMANDERS

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

- a. Provost Marshal, USAREUR.
- b. Principal Assistant Responsible for Contracting, USAREUR.
- c. Commanding General, 7th Army Reserve Command.
- d. Commanding General, United States Army Europe Regional Medical Command.
- e. Commander, 1st Personnel Command.

GLOSSARY

SECTION I ABBREVIATIONS

| | |
|---------------|---|
| AE | Army in Europe |
| AEPUBS | Army in Europe Publishing System |
| BASOPS | base operations |
| CH | Chaplain, United States Army Europe |
| CPA | Chief, Public Affairs, United States Army Europe |
| DA | Department of the Army |
| DCSENGR | Deputy Chief of Staff, Engineer, United States Army Europe |
| DOD | Department of Defense |
| DODI | Department of Defense instruction |
| DPTMS | directorate of plans, training, mobilization, and security |
| DSN | Defense Switched Network |
| G1 | Deputy Chief of Staff, G1, United States Army Europe |
| G2 | Deputy Chief of Staff, G2, United States Army Europe |
| G3 | Deputy Chief of Staff, G3, United States Army Europe |
| G4 | Deputy Chief of Staff, G4, United States Army Europe |
| G6 | Deputy Chief of Staff, G6, United States Army Europe |
| G8 | Deputy Chief of Staff, G8, United States Army Europe |
| HQ USAREUR/7A | Headquarters, United States Army Europe and Seventh Army |
| IMCOM-Europe | United States Army Installation Management Command, Europe Region |
| MIPR | military interdepartmental purchase request |
| MOA | memorandum of agreement |
| MOU | memorandum of understanding |
| NATO | North Atlantic Treaty Organization |
| PM | Provost Marshal, United States Army Europe |
| POC | point of contact |
| U.S. | United States |
| USAG | United States Army garrison |
| USAREUR | United States Army Europe |

SECTION II TERMS

interservice support agreement

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

intragovernmental support agreement

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

intraservice support agreement

An agreement that defines recurring support provided by one DA agency to another DA agency when the support is above the supplying activity's common level of support and its provision results in an incremental increase in direct costs for the supplier (for example, agreements between USAREUR or IMCOM-Europe and the United States Army Materiel Command).

memorandum of agreement (MOA)

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

memorandum of understanding (MOU)

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