



Department of Defense **INSTRUCTION**

NUMBER 4000.19

April 25, 2013

Incorporating Change 1, November 30, 2017

USD(AT&L)

SUBJECT: Support Agreements

References: See Enclosure 1

1. **PURPOSE.** In accordance with the authority in DoD Directive (DoDD) 5134.01 (Reference (a)), this instruction reissues and renames DoD Instruction (DoDI) 4000.19 (Reference (b)) to establish policy, assign responsibilities, and prescribe procedures for support agreements.

2. APPLICABILITY

a. This instruction applies to OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (referred to collectively in this instruction as the “DoD Components”).

b. This instruction does not apply to:

(1) Interagency assisted acquisitions that are defined as a type of interagency acquisition where a servicing agency performs acquisition activities on a requesting agency's behalf, such as awarding and administering a contract, task order, or delivery order, in accordance with sub-part 2.101 of the Federal Acquisition Regulation (Reference (c)).

(2) Supported and supporting DoD Component memorandums of agreement (MOAs) entered into pursuant to the Deputy Secretary of Defense memorandum (Reference (d)).

(3) Reciprocal fire protection agreements that are consistent with chapter 15A of Title 42, United States Code (U.S.C.) (Reference (e)).

(4) Transactions by DoD Components to acquire goods or services from specific sources mandated by law, such as from the General Services Administration.

(5) Defense Working Capital Fund (DWCF) mission products or services provided by any DoD Component as outlined by their DWCF charter and section 2208 of Title 10, U.S.C. (Reference (f)). This exemption does not apply to services provided to DWCF organizations through host-tenant or other support agreements.

(6) Cooperative agreements and grants addressed in DoDD ~~3210.6~~ 3210.06 (Reference (g)).

(7) International agreements (e.g., between the U.S. Government and foreign governments) that are consistent with DoDD 5530.3 (Reference (h)).

(8) Acquisition and cross-servicing agreements addressed in DoDD 2010.9 (Reference (i)).

(9) Mutual aid agreements as addressed in DoDIs 3020.52, 6055.06, 6055.17, and 6200.03 (References (j), (k), (l), and (m)), and mutual aid agreements with State and local law enforcement agencies.

(10) Agreements with private entities for which there is specific statutory support authorization, such as qualified veterans' organizations, the Boy Scouts, the Girl Scouts, or the American National Red Cross, but may be applied for that purpose if the DoD Component determines it to be the most beneficial means of providing authorized support.

(11) Support provided to or obtained from non-federal entities off an installation.

(12) Acquisition instruments governed by Reference (c) and the Defense Federal Acquisition Regulation Supplement (DFARS) (Reference (n)).

(13) Cooperative Research and Development Agreements addressed in DoDI 5535.8 (Reference (o))

3. POLICY. It is DoD policy that:

a. Intra-agency support will be provided by a supplier and obtained by a receiver in the manner that maximizes the benefit to the DoD as a whole.

b. Suppliers will provide the same quality and quantity of support to all DoD Component receivers, unless the supplier and the receiver agree to different levels of support.

4. RESPONSIBILITIES. See Enclosure 2.

5. PROCEDURES. See Enclosure 3.

6. RELEASABILITY. **Unlimited**. ~~This instruction is approved for public release and is available on the Internet from the DoD Issuances Website at <http://www.dtic.mil/whs/directives>.~~ **Cleared for public release.** *This instruction is available at the Directives Division Website at <http://www.esd.whs.mil/DD>.*

7. EFFECTIVE DATE. This instruction: *is effective April 25, 2013.*

a. ~~Is effective April 25, 2013.~~

b. ~~Must be reissued, cancelled, or certified current within 5 years of its publication in accordance with DoDI 5025.01 (Reference (p)). If not, it will expire effective April 25, 2023 and be removed from the DoD Issuances Website.~~



Frank Kendall
Under Secretary of Defense for
Acquisition, Technology, and Logistics

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ENCLOSURE 1

REFERENCES

- (a) DoD Directive 5134.01, "Under Secretary of Defense for Acquisition, Technology, and Logistics (USD(AT&L))," December 9, 2005, as amended
- (b) DoD Instruction 4000.19, "Interservice and Intragovernmental Support," August 9, 1995 (hereby cancelled)
- (c) Federal Acquisition Regulation, Sub-part 2.101, November 20, 2012
- (d) Deputy Secretary of Defense Memorandum, "Department of Defense Initial Guidance for BRAC 2005 Joint Base Implementation," January 22, 2008¹
- (e) Chapter 15A of Title 42, United States Code, "Reciprocal Fire Protection Agreements"
- (f) Title 10, United States Code
- (g) DoD Directive ~~3210.6~~ 3210.06, "Defense Grant and Agreement Regulatory System (DGARS)," ~~December 17, 2003~~ February 6, 2014
- (h) DoD Directive 5530.3, "International Agreements," June 11, 1987, as amended
- (i) DoD Directive 2010.9, "Acquisition and Cross-Servicing Agreements," April 28, 2003, *as amended*
- (j) DoD Instruction 3020.52, "DoD Installation Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) Preparedness Standards," May 18, 2012, *as amended*
- (k) DoD Instruction 6055.06, "DoD Fire and Emergency Services (F&ES) Program," December 21, 2006
- (l) DoD Instruction 6055.17, "DoD Installation Emergency Management (IEM) Program," ~~January 13, 2009, as amended~~ February 13, 2017
- (m) DoD Instruction 6200.03, "Public Health Emergency Management within the Department of Defense," March 5, 2010, *as amended*
- (n) Defense Federal Acquisition Regulation Supplement, February 28, 2013
- (o) DoD Instruction 5535.8, "DoD Technology Transfer (T2) Program," May 14, 1999
- ~~(p) DoD Instruction 5025.01, "DoD Directives Program," September 26, 2012~~
- ~~(q) DoD Directive 5015.2, "DoD Records Management Program," March 6, 2000~~
- ~~(q) DoD Directive 5015.02, "DoD Records Management Program," February 24, 2015, as amended~~
- (r) Title 32, United States Code
- (s) DoD Instruction 4165.70, "Real Property Management," April 6, 2005
- (t) DoD Instruction 1000.15, "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations," October 24, 2008
- (u) Title 5, United States Code
- (v) DoD Instruction 1000.17, "Detail of DoD Personnel to Duty Outside the Department of Defense," ~~April 16, 2008, as amended~~ October 30, 2013
- (w) Section 1535 of Title 31, United States Code, (also known as "The Economy Act")
- (x) DoD Directive 5101.1, "DoD Executive Agent," September 3, 2002, as amended
- (y) DoD Directive 5100.03, "Support of the Headquarters of Combatant and Subordinate Unified Commands," February 9, 2011

¹ This document is available from the Office of the Deputy Under Secretary of Defense (Installations and Environment)/Basing, 703-614-5356.

- (z) DoD 7000.14-R, "Department of Defense Financial Management Regulations (FMRs)," current edition
- (aa) DoD Instruction 1015.10, "Military Morale, Welfare, and Recreation (MWR) Programs," July 6, 2009, as amended
- (ab) Joint Publication 4-09, "Distribution Operations," February 5, 2010

ENCLOSURE 2

RESPONSIBILITIES

1. UNDER SECRETARY OF DEFENSE FOR ACQUISITION, TECHNOLOGY, AND LOGISTICS (USD(AT&L)). The USD(AT&L) establishes policy and provides oversight for support agreements.

2. ~~DEPUTY UNDER SECRETARY OF DEFENSE FOR INSTALLATIONS AND ENVIRONMENT (DUSD(I&E)) ASSISTANT SECRETARY OF DEFENSE FOR ENERGY, INSTALLIONS, AND ENVIRONMENT (ASD(EI&E))~~. Under the authority, direction, and control of the USD(AT&L), the ~~DUSD(I&E) ASD(EI&E)~~:

- a. Develops policy for and provides OSD-level management of the support agreements program.
- b. Designates an OSD point of contact for issues pertaining to support agreements.
- c. Represents the DoD in interagency support agreement disputes between DoD Components and federal agencies in the event that the DoD Components involved cannot resolve the dispute.
- d. Establishes a forum for DoD Components to share information and seek assistance in the management of their support agreement programs.
- e. Reviews and updates DD Form 1144, "Support Agreement," as needed and provides such other forms as determined necessary.

3. UNDER SECRETARY OF DEFENSE (COMPTROLLER)/CHIEF FINANCIAL OFFICER, DEPARTMENT OF DEFENSE (USD(C)/CFO). The USD(C)/CFO provides financial policy with regard to support agreements.

4. DoD COMPONENT HEADS. The DoD Component heads:

- a. Provide and receive support in accordance with this instruction.
- b. Ensure that at least one support agreements manager (SAM) is available to each activity that enters into a support agreement in accordance with this instruction.
- c. Ensure that subordinate organizations maintain a record of active support agreements, and retain copies of expired reimbursable support agreements to support financial audits as required by DoDD ~~5015.2~~ 5015.02 (Reference (q)).

d. Ensure the use of appropriate internal controls and oversight measures with respect to support agreements.

e. Cooperate with other DoD Components and federal agencies in exploring opportunities for improved quality, efficiency, and effectiveness using support agreements and other cooperative initiatives.

ENCLOSURE 3

PROCEDURES

1. GENERAL

a. Support agreements document the terms of an agreement that a DoD Component enters into with:

- (1) Another DoD Component.
- (2) A federal agency or federally-recognized Indian tribe.
- (3) A State or local government in accordance with section 2336 of Reference (f).

(4) A State or local government for support of the National Guard in accordance with Title 32, U.S.C. (reference (r)).

b. A SAM will manage support agreements in each organization receiving or providing support in accordance with this instruction. The SAM will:

(1) Monitor the preparation of support agreements and facilitate coordination and approvals.

(2) Administer the DoD Component's support agreements as directed by the Component head.

c. DoD Component suppliers may provide requested support to receivers only when the supplier determines that it has the capability to provide the support without interfering with its assigned missions. For reimbursable support agreements, DoD Components are responsible for programming, budgeting, and funding to support the agreements to which they are a party.

d. Support agreements that require the exclusive use of real property by the receiver must have associated real property documentation in accordance with DoDI 4165.70 (Reference (s)). The support agreement itself does not serve as the real property documentation required by Reference (s).

e. Parties will review support agreements when changing conditions or costs may require substantial modification to or termination of the agreement. Support agreement modifications that substantially affect resource requirements and estimated reimbursements should be made in conjunction with the Planning, Programming, Budgeting, and Execution process to permit appropriate resource adjustments.

(1) Each party to a reimbursable support agreement will annually review the agreement for financial impacts.

(2) DoD Components will review each of their support agreements triennially in its entirety, and document each review in accordance with Component procedures.

(3) All support agreements will have an expiration date not to exceed 9 years from the date they are signed by both parties. If an agreement is to remain in effect after the 9-year period, it can be resigned in conjunction with the third triennial review or the last required review prior to a lesser agreed upon expiration date.

f. A party to a support agreement that involves reimbursement may unilaterally terminate that agreement prior to the expiration date only with sufficient advance notification, a minimum of 180 days, to permit appropriate resource adjustments to be made during the budget formulation process. If a support agreement that involves reimbursement or resources must be significantly modified or unilaterally terminated with less than 180 days' notice to the other party or parties to the agreement, the party requiring the modification or termination may be billed by the supplier for reimbursement of unavoidable termination expenses incurred up to 180 days following the written notification. Support agreements that do not involve reimbursement may be terminated prior to the expiration date as may be provided for in the agreement.

g. DoD Components will not use this instruction as authority to prepare agreements for support arrangements listed in paragraphs 2b(1), (3), (4), (5), (7), (8), (11), or (12) above the signature of this instruction.

h. Existing support agreements documented by DD Form 1144, MOA, or memorandum of understanding (MOU) in which a DoD Component is the supplier that are in effect upon the publication of this instruction will be modified to comply with the requirements of this instruction or terminated no later than 3 years from the date of this instruction.

i. Support agreements within a DoD Component (e.g., between Navy commands) may provide for support in accordance with the Component's internal procedures. Components will provide such support in a manner that will not prejudice the availability, quality, quantity, or cost of equivalent intra-agency and interagency support.

j. No-cost agreements with federal agencies should be executed with either an MOA or MOU.

k. When entering into a support agreement with a non-federal entity authorized to operate on a DoD installation pursuant to DoDI 1000.15, (Reference (t)), a DoD Component may apply the provisions of this instruction to that support agreement to the extent consistent with Reference (r).

l. Agreements for the temporary assignment of federal civil service personnel between DoD Components will be entered into in accordance with section 3341 of Title 5, U.S.C. (Reference (u)), and will be documented with an MOA. Agreements for the temporary assignment of federal civil service personnel between a DoD Component and a federal agency will be entered into in accordance with DoDI 1000.17 (Reference (v)), and will be documented with an MOA.

m. For reimbursable support to which section 1535 of Title 31, U.S.C. (known as and referred to in this instruction as “The Economy Act”) (Reference (w)) applies, a DoD Component will only provide requested reimbursable support or receive the requested support when the following conditions are met:

- (1) Funds are available.
- (2) The head of the requesting agency or unit determines that the order is in the best interest of the U.S. Government.
- (3) The agency or unit that will fill the request is able to provide the ordered support.
- (4) The head of the requesting agency determines that the support cannot be provided as conveniently or economically by a commercial enterprise.

n. Management arrangements, established in accordance with DoDD 5101.1 (Reference (x)), will use the support agreements described in this instruction, when practical.

2. INTRA-AGENCY SUPPORT AGREEMENTS (AGREEMENTS BETWEEN DOD COMPONENTS)

a. Types of Agreements and the Use Thereof

(1) DD Form 1144. DD Form 1144 will be used to document recurring reimbursable support. The supplier will prepare the DD Form 1144. DD Form 1144 can also be used to document non-recurring reimbursable support. Non-reimbursable support may be included in a DD Form 1144 that has been prepared to document reimbursable support. DD Form 1144 will not be used to document only non-reimbursable support unless both parties agree to its use in lieu of an MOA.

(2) MOA. An MOA will be used to document the specific terms and responsibilities that two or more parties agree to in writing. MOAs can be used to document a single reimbursable purchase, non-recurring reimbursable support, and non-reimbursable support. Consecutive reimbursable MOAs will not be used for similar single reimbursable purchases or non-recurring support to circumvent the use of DD Form 1144. MOAs must include the information in the sample MOA in Figure 1 of this enclosure, regardless of the format used.

(3) MOU. An MOU will be used to document issues of general understanding between two or more parties that do not involve reimbursement. MOUs must include the information in the sample MOU in Figure 2 of this enclosure, regardless of the format used.

b. Implementation

(1) DoD Components will resolve support agreement differences and disputes with other DoD Components through their chains of command.

(2) Support agreement approval authority is the DoD Component commander, commanding officer, or director. DoD Components may delegate this function in accordance with the concerned Component's policy.

(3) The DoD Component comptroller may delegate his or her approval authority for DD Form 1144 to personnel who are authorized to obligate funds for that DoD Component in accordance with the concerned Component's policy.

(4) Reimbursable support agreements between DoD Components that are signed by both the supplier and the receiver serve as certification that the requirements listed in subsection (a) of Reference (w) and paragraph 1m have been met and serve as the determination and findings (D&F).

c. Host-Tenant Support

(1) The host is the preferred supplier of support. A host may require that a tenant obtain support (identified in Enclosure 4 of this instruction) from the host as a condition of being located on the installation, provided the host is capable of providing the quality and level of support required. DoD Component receivers may request support from other suppliers when host capabilities do not exist or when the host chooses not to provide the requested support.

(2) If the host is not the supplier of support, the receiver should consider obtaining support from non-host DoD Components and federal agencies. This authority may be subject to higher regulatory authorities that mandate specified sources of support for receivers.

(3) Subject to paragraph 2c(1) of this enclosure, when obtaining support from other DoD Components or federal agencies would not provide the best value to the receiver, the receiver should consider getting the support from a commercial source. However, "best value" does not necessarily mean best value at the activity level, but at the DoD or DoD Component level. Support obtained from sources other than the host and performed on the host's installation must comply with statutory requirements, with standards established and mandated by the host (e.g., security, safety, environmental, construction), and must not deviate from the DoD Component's internal policies and procedures.

(4) The level and quality of support services provided to receivers will be equivalent to the level and quality of support the supplier furnishes to its own mission. The supplier and receiver must agree to the level and quality of support if the level and quality differ from what the supplier furnishes to its own Component's organizations.

(5) A DoD Component will provide logistics and administrative support to a joint headquarters for which it is the Combatant Command Support Agent on a non-reimbursable basis in accordance with DoDD 5100.03 (Reference (y)) and the DoD Component's processes and procedures.

3. INTERAGENCY SUPPORT AGREEMENTS (AGREEMENTS BETWEEN A DOD COMPONENT AND A FEDERAL AGENCY)

a. General. DoD Components may enter into support agreements with federal agencies. If an Economy Act D&F is required, the D&F must be properly documented as part of the agreement or as supporting documentation. All support agreements for support provided to, or received from, federal agencies must also comply with Reference (w), unless more specific statutory authority applies, and DoD 7000.14-R (Reference (z)).

b. Types of Agreements and Use Thereof

(1) DD Form 1144. DD Form 1144 will be used to document recurring reimbursable support provided to a federal agency. The DoD Component will prepare the form. The DoD component can also use DD Form 1144 to document non-recurring reimbursable support. Non-reimbursable support may be included in a DD Form 1144 that has been prepared to document reimbursable support. DD Form 1144 will not be used to document only non-reimbursable support unless both parties agree to its use in lieu of an MOA.

(2) The federal agency's support agreement form will be used to document recurring reimbursable support received from that agency. The federal agency supplier will prepare the form and must include all information required by both parties to the agreement. The federal agency's agreement form can also be used to document non-recurring reimbursable support provided to a DoD Component.

(3) MOA. An MOA will be used to document the specific terms and responsibilities that two or more parties agree to in writing. MOAs can be used to document a single reimbursable purchase, non-recurring reimbursable support, and non-reimbursable support. Consecutive reimbursable MOAs will not be used for similar single reimbursable purchases or non-recurring support to circumvent the use of DD Form 1144. MOAs must include the information in the sample MOA in Figure 1 of this enclosure, regardless of the format used.

(4) MOU. An MOU may be used to document issues of general understanding between two or more parties that do not involve reimbursement. MOUs must include the information in the sample MOU in Figure 2 of this Enclosure, regardless of the format used.

c. Implementation

(1) The DoD Component approval authority is the DoD Component commander, commanding officer, or director. DoD Components may delegate this function in accordance with the concerned Component's policy.

(2) DoD Components will resolve support agreement differences and disputes with federal agencies through their chains of command.

4. REIMBURSEMENT

a. DoD Components providing reimbursable support will comply with the following reimbursement requirements:

(1) Support is reimbursable to the extent that it is in accordance with Reference (z). Execute reimbursement for support provided using a support agreement in accordance with Reference (t).

(2) Reimbursement may not be charged for provided support that has been included in the supplier's budget process.

(3) Support provided by the supplier for the benefit of the supplier's component that also benefits other activities without increasing the cost is not reimbursable.

(4) Support is reimbursable to the extent that provision of the specified support for a receiver increases the support supplier's direct costs. These costs must be measurable and directly attributable to the support received and should be expressed in units of support appropriate to the type of service calculation of reimbursement charges. The types of units used to estimate the level of support in support agreements should be those most practical for accurately determining how much support is to be provided. Reimbursement for DWCF mission products and services will be based on the approved stabilized rate.

(5) In accordance with Reference (z), indirect costs are not normally reimbursable between DoD Components. Indirect costs may be included in reimbursement charges to the extent they have a significant relationship to providing the support and benefit the receiver. In the case of DWCF activities, indirect costs will not be included in reimbursement charges, except those included in stabilized rates. Indirect costs are reimbursable in agreements with federal agencies.

(6) Costs associated with common use infrastructure are non-reimbursable, except for support provided solely for the benefit of one or more receivers.

(7) Reimbursement charges for support provided by suppliers to federal agency receivers will be determined in accordance with Reference (z).

b. Military Departments may provide services and supplies and may perform work in support of one another and to the U.S. Coast Guard without reimbursement if the Secretaries concerned concur, pursuant to section 2571 of Reference (f).

c. Suppliers can waive reimbursement from receivers who use or benefit from available support without appreciably increasing the supplier's costs (e.g., charges would be less than the anticipated expense of billing and disbursing funds).

Figure 1. Sample MOA Template

MEMORANDUM OF AGREEMENT BETWEEN
THE [FIRST PARTY (AND ACRONYM)]
AND
THE [SECOND PARTY (AND ACRONYM)]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER

This is a Memorandum of Agreement (MOA) between the [first party] and the [second party]. When referred to collectively, the [first party] and the [second party] are referred to as the “Parties”.

1. BACKGROUND: [If there is a need to discuss background, do so here. Normally, there is no need to discuss the background or provide justification for the MOA, particularly if between DoD Components. Occasionally, however, there is a desire to explain the need for the MOA; particularly where it is not self-evident from the Purpose or it is with a Federal agency.]

2. AUTHORITIES: [State the legal authority upon which the reimbursable MOA is based, such as the Economy Act, or any other legal or significant authority that authorizes any such actions associated with this MOA. If there is a need to discuss the authorities of the parties, do so here. This is only necessary where the authorities of the parties are not obvious, or where it is desirable to specify a specific authority that generated the need for the agreement, e.g., a Congressional direction. This paragraph is rarely needed between DoD Components. If the other party is a federal agency and insists on stating what it believes to be its own authority, preface that assertion with “The [party] asserts the following authority:” The DoD has no obligation to agree with such assertions of authority by other federal agencies.]

3. PURPOSE: [State the purpose of the MOA here. Always use this paragraph.]

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The [first party] will—

4.1.1. [insert as many responsibilities as necessary but ensure all the specific requirements of the party are listed]

4.1.2.

4.2. The [second party] will—

4.2.1. [insert as many responsibilities as necessary but ensure all the specific obligations of the party are listed]

Figure 1. Sample MOA Template, Continued

4.3. Both parties will—

4.3.1 [insert as many responsibilities as necessary but ensure that they apply to both parties]

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. [For shared supervision or management, explain the process to accomplish that.]

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the [first party]—

6.1.1.1 Position and phone number of Primary POC:

6.1.1.2 Position and phone number of Alternate POC:

6.1.2. For the [second party]—

6.1.2.1. Position and phone number of Primary POC:

6.1.2.2. Position and phone number of Alternate POC:

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the [first party], to—

6.2.1. [insert mailing address]

and, if to the [second party], to—

6.2.2. [insert mailing address]

or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

Figure 1. Sample MOA Template, Continued

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days [for MOAs involving reimbursement; use any appropriate number of days for MOAs not involving reimbursement] written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This Agreement expires on _____. [insert a date]

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the previously signed agreement between the same parties with the subject _____, Agreement # _____ and effective date of _____. [Use only when needed to cancel a previous agreement]

[If the MOA provides for the reimbursement for supplies or services by one Party for the other Party, include section 7]

7. FINANCIAL DETAILS [include in all reimbursable MOAs]

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The [first party] will bill the [second party] on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the [second party] within 30 days after the month in which the transaction occurred.

Figure 1. Sample MOA Template, Continued

7.3. PAYMENT OF BILLS: The [second party] paying office will forward payments, along with a copy of billed invoices, to the [first party] within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS: See Attachment/Appendix for all other details and information on the reimbursable support identified in paragraph 4.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. [Add the following sentence if the supplier is a DoD Component] The Supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions. [Add the following sentence only if a separate, written Economy Act determination and finding (D&F) is required] Any required Economy Act D&F has been completed.

AGREED: [Approval Authority signatures will never be alone on a blank page]

For the [first party]—

For the [second party]—

(Date)

(Date)

Figure 1. Sample MOA Template, Continued

ATTACHMENT/APPENDIX
To
[use same subject and agreement number(s) from the original MOA title section]

Financial details for a reimbursable MOA

1. Reimbursable support: [list sub-paragraphs from section 4 that specify the reimbursable support]
2. Estimated amount of funds to be reimbursed: \$_____,
Appropriation: _____ FY _____.
3. Business Partner Network (BPN) Number (if required) Supplier_____, Receiver_____.
4. Financial Points of Contact:

Supplier:

Receiver:
5. [Add any other financial information that is required by the FMR or any other reference, or is desired to be included in the MOA but is not included in the format of the MOA elsewhere]

Figure 2. Sample MOU Template

MEMORANDUM OF UNDERSTANDING BETWEEN
THE [FIRST PARTY (AND ACRONYM)]
AND
THE [SECOND PARTY (AND ACRONYM)]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER

This is a Memorandum of Understanding (MOU) between the [first party] and the [second party]. When referred to collectively, the [first party] and the [second party] are referred to as the “Parties”.

1. BACKGROUND: [If there is a need to discuss background, do so here.]
2. AUTHORITIES: [Since an MOU is non-binding, there is generally no need to include authorities.]
3. PURPOSE: [State the purpose of the MOU here. Always use this paragraph.]
4. UNDERSTANDINGS OF THE PARTIES :
 - 4.1. The [first party]—
 - 4.1.1. [insert as many intentions as desirable]
 - 4.2. The [second party]—
 - 4.2.1. [insert as many intentions as desirable]
5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
6. GENERAL PROVISIONS:
 - 6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.
 - 6.1.1. For the [first party]—
 - 6.1.1.1 Primary:
 - 6.1.1.2 Alternate:
 - 6.1.2. For the [second party]—

Figure 2. Sample MOU Template, Continued

6.1.2.1. Primary:

6.1.2.2. Alternate:

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the [first party], to—

6.2.1. [insert mailing address and e-mail address]

and, if to the [second party], to—

6.2.2. [insert mailing address and e-mail address]

6.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires on _____.

6.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject _____, Serial # _____ and effective date of _____. [use only when needed to cancel a previous MOU]

Figure 2. Sample MOU Template, Continued

APPROVED: [APPROVAL AUTHORITY SIGNATURES WILL NEVER BE ALONE ON A BLANK PAGE]	
FOR THE [FIRST PARTY]—	FOR THE [SECOND PARTY]—
_____	_____
_____	_____
(Date)	(Date)

ENCLOSURE 4

INSTALLATION SUPPORT CATEGORIES

This enclosure provides descriptions of common installation support functions that may be included in a host-tenant support agreement. The signatories of the agreement will make the final determination in accordance with Enclosure 3 of this instruction as to whether support is reimbursable or non-reimbursable. The list is not all-inclusive, and the support descriptions can be modified as needed for each agreement to clearly identify the specific support that will be provided. When necessary, the supplier may combine or subdivide these categories to permit tracking of incremental direct costs. Support not included in this enclosure may be added to an agreement.

a. Facilities Sustainment. The maintenance and repair activities necessary to keep facilities in the DoD real property inventory in good working order, including regularly scheduled adjustments and inspections, preventive maintenance tasks, and emergency response and service calls for minor repairs. Facilities sustainment also includes major repairs or replacement of facility components that are expected to occur periodically throughout the life cycle of a facility. Responsibility for funding facilities sustainment must be reflected in the Real Property Inventory database.

b. Facilities Restoration and Modernization. Restoration includes repair and replacement work to address facilities damage or degradation attributable to acts of nature, inadequate sustainment, excessive age, or other causes. Modernization includes alteration of facilities to implement a new, higher standard, to accommodate new functions, or to replace building components that typically last more than 50 years.

c. Disposal and Demolition. The removal from the DoD real property inventory of obsolete or excess facilities, including buildings or any other permanent or temporary structure as well as pavements, utility systems, and other supporting infrastructure.

d. Facilities Acquisition. The construction, erection, installation, acquisition, or assembly of a new or replacement real property facility or the addition, expansion, or extension of an existing real property facility that adds to the existing facilities inventory or replaces a facility currently in the inventory. This also includes land acquisition.

e. Facilities Operation

(1) Custodial Services. The activities associated with cleaning installation facilities and purchase of cleaning supplies. Custodial services include activities such as carpet cleaning, window washing, cleaning and stocking bathrooms, and replacement of interior building light bulbs.

(2) Fire and Emergency Services (F&ES). The protection of people, facilities, aircraft, ships, equipment, and other assets from loss due to fire, explosion, and exposures to hazards

including prevention, fire protection engineering, public education, emergency medical services, structural firefighting, aircraft rescue firefighting, shipboard firefighting, technical rescue wildland firefighting, incident command, exposures to hazardous materials, and chemical, biological, radiological, nuclear, explosive response.

(3) Grounds Maintenance and Landscaping. The landscaping activities and plant growth management of improved, semi-improved, and unimproved land.

(4) Pavement Clearance. Snow and ice removal from paved areas including streets, airfields, piers, walkways, and parking lots; and pavement sweeping of streets, parking lots, piers, airfields, and walkways.

(5) Pest Control. Facility and grounds pest monitoring, pest response and removal, and installation pest education programs.

(6) Readiness Engineering. Includes explosive ordnance disposal capability and engineering combat support capabilities, contingency support services to prepare for installation operations during natural disasters, major accidents, war, and other emergencies, operational planning, base recovery training, and specialized equipment management, engineering readiness support, peacetime disaster response, and contingency operations across the threat spectrum.

(7) Real Property Management and Engineering. Facility management, administration, and installation engineering services including public works management, contract management, material procurement, facility data management, furnishings management, real estate management, annual inspection of facilities, master planning, overhead of planning and design, overhead of construction management, and non-sustainment and restoration modernization service calls.

(8) Refuse Collection and Disposal. Includes all disposal operations, trash collection, and recycling operations (other than housing).

(9) Utilities. Includes water, electricity, natural gas, wastewater disposal, cable television, and other utility systems as well as the operation of utility systems for generating and distributing all energy and source fuels, pneumatics, other gases, heated water, chilled water, potable and non-potable water, and ice.

f. Installation-Wide Services

(1) Airfield Operations. Weather, air traffic control, terminal airspace management, airfield and flight management, RADAR, air traffic control and landing system (including off airfield navigational aids) and communications systems maintenance, airfield equipment, transient services, and liaison with installation movement for the provision of airfield passenger and cargo terminal support.

(2) Child and Youth Programs. Family life and childcare and enrichment programs.

(3) Civilian Personnel. Includes all aspects of life-cycle management of human capital for the appropriated fund civilian workforce.

(4) Command Support. Includes all activities required to plan, manage, coordinate, and execute the functions that support installation headquarters and command structure, including installation command management, public affairs, legal support, financial management, management analysis, procurement operations, safety, religious support operations, and history.

(5) Education. Educational instruction, counseling, and testing.

(6) Environmental Compliance. Actions to achieve and maintain compliance with federal, State, interstate, and local environmental requirements (other than restoration), including DoD policies and applicable binding agreements.

(7) Environmental Conservation. Actions to sustain and enhance natural and cultural resources thereby promoting mission capability and facilitating DoD access to air, lands, and waters.

(8) Environmental Pollution Prevention. Reduction of pollutants, more efficient use of natural resources, recycling, and reduced emissions of toxic and other undesirable materials or wastes.

(9) Environmental Restoration. Actions under the Defense Environmental Restoration Program and the Safe Drinking Water Act to address releases of contamination.

(10) Family Housing. The provision of family housing and associated services.

(11) Food Service. The provision of installation food service for authorized patrons including remote feeding and flight or ground support feeding.

(12) Information Technology. The delivery of secure and non-secure fixed voice communications, wireless voice, data, and video connectivity services, video teleconferencing services, life safety or security systems and monitoring or control systems, and desktop management support.

(13) Law Enforcement. Enforcement of all applicable laws and regulations, motor vehicle traffic management, and all supporting activities.

(14) Installation Physical Security Protection. The safeguarding of personnel, facilities, and property from loss, damage, or destruction from vandalism, espionage, terrorism, or sabotage and prevention of unauthorized access to facilities, installations, restricted areas, equipment, and materials.

(15) Laundry and Dry Cleaning. Cleaning and pressing of garments and fabrics including organizational clothing and individual equipment and other articles required by the DoD Component (except laundry and dry cleaning inherent to medical care).

(16) Lodging. Lodging support of authorized personnel, including family members, on temporary duty or permanent change of station orders. (Daily lodging rates are charged directly to the room occupant.)

(17) Military Personnel. Military personnel management and support.

(18) Morale, Welfare, and Recreation. All support authorized for Category A, Category B, and Category C programs as defined in DoDI 1015.10 (Reference (aa)).

(19) Port Services. Activities associated with ship movements, berth days, magnetic silencing, and waterborne spill response at DoD and commercial seaports.

(20) Small Arms Range Management. Operating and maintaining ranges and associated airspace/sea space and safety zone environments related to fixed-point (non-maneuver) ranges.

(21) Supply, Storage, and Distribution-Non Munitions. Actions associated with requisition, receipt, storage, issue, shipment, and reutilization or disposal of the materiel and products in all classes of supply except Class V and Class VIII as defined in Joint Publication 4-09 (Reference (ab)).

(22) Supply, Storage, and Distribution-Munitions. Actions associated with requisition, receipt, inspection, maintenance, storage, issue, shipment, safety oversight, and the disposition of conventional munitions (Class V) and residue.

(23) Training Facilities. Actions associated with instruction and use of target ranges, simulators, and other training facilities.

(24) Transportation Logistics. The acquisition, dispatch, operation, maintenance, and disposal of non-tactical government owned and controlled vehicles and transportation-related equipment used for installation support, including deployment, sustainment, resupply, redeployment, passenger services, and passenger terminal and cargo handling operations for arrival and departure airfields and rail facilities supporting freight movement, and personal property movement including privately owned vehicles and mobile homes.

(25) Unaccompanied Housing (UH). Providing government owned, leased, and contracted unaccompanied housing and referral to privatized UH for authorized personnel.

(26) Warfighter and Family Services. Providing mission readiness resources for authorized personnel, including information, education, prevention and intervention, and services necessary to address the personal and family readiness needs of the military community.

(27) Medical Services. Medical care as may be available.

GLOSSARY

PART I. ABBREVIATIONS AND ACRONYMS

<i>ASD(EI&E)</i>	<i>Assistant Secretary of Defense for Energy, Installations, and Environment</i>
D&F	determination and findings
DoDD	DoD directive
DoDI	DoD instruction
DUSD(I&E)	Deputy Under Secretary of Defense for Installations and Environment
DWCF	Defense Working Capital Fund
MOA	memorandum of agreement
MOU	memorandum of understanding
SAM	support agreements manager
UH	unaccompanied housing
USD(C)/CFO	Under Secretary of Defense (Comptroller)/Chief Financial Officer, Department of Defense
USD(AT&L)	Under Secretary of Defense for Acquisition, Technology, and Logistics
U.S.C.	United States Code

PART II. DEFINITIONS

These terms and their definitions are for the purposes of this instruction.

best value. The source that provides the most advantageous benefits to the DoD, including all factors that influence effectiveness and life cycle cost of the support.

common use infrastructure. The roads, grounds, and facilities on an installation that are available to all authorized personnel, and are not provided for the exclusive use of any subset of the authorized personnel. Common use infrastructure is maintained by the installation owner.

Economy Act D&F. Documentation that the requirements of the Economy Act have been met.

federal agency. An Executive agency as defined in section 105 of Reference (u), including the United States Postal Service and the Government Accountability Office, but not including the DoD or DoD Components.

host. The supplier that exercises administrative jurisdiction over the real property where the receiver is operating at the time the requested support is provided.

incremental direct cost. The cost of resources directly consumed by an individual activity that would not have been consumed if the individual activity did not require them or a cost that is specifically identified with a single cost object.

indirect cost. The cost of resources, including overhead, that support more than one cost object (i.e., not consumed by a single cost object).

intra-agency agreement. An agreement between DoD Components.

intra-agency support. The support provided by one DoD Component to another DoD Component. Intra-agency support is synonymous with inter-Service support.

interagency agreement. An agreement between a DoD Component and a federal agency.

interagency support. The support provided by a DoD Component to a federal agency and vice versa. This does not include support provided to or received from foreign governments.

MOA. A type of intra-agency, interagency, or National Guard agreement between two or more parties, which includes specific terms that are agreed to, and a commitment by at least one party to engage in action. It includes either a commitment of resources or binds a party to a specific action.

MOU. A type of intra-agency, interagency, or National Guard agreement between two or more parties, which includes only general understandings between the parties. It neither includes a commitment of resources nor binds a party to any specific action.

National Guard agreement. An agreement under Reference (r) between a DoD Component and a State or local government that identifies support provided to the National Guard executed on a reimbursable and non-reimbursable basis.

non-Economy Act orders. See Reference (x).

real property inventory. The facilities and infrastructure that comprise the DoD real property holdings. The Real Property Inventory database is the repository for information pertaining to the facilities and infrastructure and is maintained by the Office of the Deputy Under Secretary for Installations and Environment.

receiver. The party requesting or receiving support from the supplier.

recurring reimbursable support. Support to occur with an expected rate of recurrence over time, normally 1 year or longer.

SAM. The individual in an organization designated to administer and promote the support agreement program, and serve as the single point of contact for support agreement matters.

supplier. The party offering or providing support to the receiver.

support. Supplies or services provided by a supplier to a receiver.

support agreement. An intra-agency agreement, interagency agreement, or National Guard agreement.

tenant. The receiver that occupies the real property where requested support is provided.