

Headquarters
Eighth Army
Unit #15236
APO AP 96205-5236

Army in Korea
Regulation 5-8

15 August 2016

Management
SUPPORT AGREEMENTS

***This regulation supersedes AK Regulation 5-8, dated June 2011.**

FOR THE COMMANDER:

WILLIAM D. TAYLOR
Colonel, GS
Chief of Staff

OFFICIAL:



GARRIE BARNES
Chief, Publications and
Records Management

Summary. This regulation prescribes responsibilities, and procedures for support agreement in accordance with the authority in DoD Instruction 4000.19.

Summary of Change. This publication has been substantially changed. A full review of its contents is required.

Applicability. This regulation applies to all Eighth Army activities that furnish or receive services defining on interservice support agreements (ISSAs), Memorandum of Agreements (MOAs), and Memorandum of Understandings (MOUs).

Supplementation. Issue of further supplements to this regulation by subordinate commands is prohibited unless prior approval is obtained from Assistance Chief of Staff (ACofS), G-8, Headquarters, Eighth Army (EARM-MD), Unit #15236, APO AP 96205-5236.

Forms. AK forms are available at http://8tharmy.korea.army.mil/g1_ag/.

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 (ARIMS) website at <https://www.arims.army.mil>.

Suggested Improvements. The proponent of this regulation is the ACofS, G-8, Headquarters, Eighth Army (EARM-MD), Unit #15236, APO AP 96205-5236. Users may suggest improvements to this regulation by sending DA Form 2028 (Recommended Changes to Publications and Blank Forms) to ACofS, G-8, Eighth Army (EARM-MD), Unit #15236, APO AP 96204-5236.

Distribution. Electronic Media Only (EMO).

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Glossary

1. Purpose

- a. This regulation prescribes responsibilities, and procedures for the documentation of Support Agreements in accordance with (IAW) DODI 4000.19.
- b. This regulation furnishes policy and implementing instructions governing the preparation and approval of support agreements for which Eighth Army is the supplier or receiver.
- c. This regulation incorporates applicable procedures for Department of Defense (DoD) Components (Intra-agency), Army organizations (Intraservice), and other United States (U.S.) Federal Government Agencies (Interagency) support.

2. References

Required and related publications and prescribed form are listed in appendix A.

3. Explanation of Abbreviations

Abbreviations used in this regulation are explained in the glossary.

4. Responsibilities

- a. The Assistant Chief of Staff, G8 will--

- (1) Prepare the final form for all inter/intraservice and intragovernmental support agreements for support furnished by Eighth Army activities in accordance with (IAW) DODI 4000.19.

- (2) Determine the appropriate type (MOA/MOU, inter/intraservice) support agreement necessary to satisfy customer's requirements.

- (3) Approve all inter/intraservice support agreements for the Commander, Eighth Army. This approval will be indicated by signing block 8 of DD Form 1144 (Support Agreement) (appendix B). (Block 9 of DD Form 1144 requires signature when the approving agreements involve Eighth Army activities that are receiving support from another command.)

- (4) Staff all inter/intraservice and intragovernmental support agreements to appropriate staff and supplying/receiving activities for review.

- (5) Staff MOA/MOU with the internally affected organization/activities when Eighth Army is provider or receiver.

- (6) Revise, if necessary the MOA/MOU and provide the agreement to external parties to determine if MOA/MOU is acceptable or requires any changes.

- b. Army Finance and Accounting Service, Korea (AFAS-K)/175th Financial Management Support Center (FMSC) will--

- (1) Ensure compliance with the procedures for documenting and reporting reimbursable support stated in AK Reg 37-16.

- (2) Report reimbursable support provided on AK Form 37-16A-E (Statement of Reimbursable Service Support Furnished) to verify that services were received.

(3) Ensure the information contained in Funding and Reimbursement Arrangement of General Provisions for each inter/intraservice and intragovernmental support agreement is adequate and follow Department of Defense (DoD) policies and regulatory guidance.

(4) Provide the ACofS, G8, with information on reimbursements processed for each inter/intraservice and intragovernmental support agreement. Data will include reimbursements from all fund sources, for example, Operation & Maintenance, Army funds, stock fund, nonappropriated funds, Military Assistance Program, accessorial charges, and General Fund Enterprise Business System (GFEBS), etc.

c. All Eighth Army supplying activities will--

(1) Provide support to authorized customers as documented in support agreements such as DD Form 1144, MOAs, and MOUs.

(2) Ensure all inputs which are prepared according to directives.

(3) Ensure billings for reimbursable support are submitted to the receiver on a regular basis. Typically, the supplier's Budget Office will determine frequency of billings to be submitted (i.e., monthly, quarterly, semiannual, or annually).

(4) Appoint a point of contact for monitoring inter/intraservice and intragovernmental support agreements that relate to the respective functional sections. The name, grade, office symbol, e-mail address position title, and telephone number of these individuals will be furnished, in writing, to the ACofS, G8, Eighth Army, EARM-MD, Unit #15236, APO AP 96205-5236. Changes will be reported when they occur.

(5) Review support requests to determine the impact of providing the requested support upon mission and resource requirements.

(6) Notify customer of any changes to support provided at least 180 days in advance of effective date.

(7) Review cost data for category of support provided on each support agreement annually for making appropriate adjustments to budgets and funding.

(8) Ensure that funding to execute all agreements is included in the supplier's budget.

(9) Review support agreements annually as part of the budgeting process to assess reimbursement requirements.

(10) Provide an estimate of annual funding that will be required for the specified support (estimated reimbursement).

(11) Develop cost data and methods used to determine the basis of reimbursement for each category of support provided.

(12) Maintain documentation for specific billings and reimbursement in sufficient detail to validate the accuracy of billings.

(13) Comply with AK Reg 37-16 for reimbursable billing procedures.

d. The receiving activity will--

(1) Provide written notification/request for an agreement. In all cases, the receiving activity must specify requirement of support, what support is required, where the support is required, quality of support required and other details. Support requirements will be in sufficient detail to determine amount of support and costs.

(2) Provide receiver's data such as mission statement, personnel strength assigned, and location.

(3) Provide reimbursement as stipulated in the agreement.

(4) Determine that the request is in the best interest of the U.S. Government and that the support cannot be provided as conveniently or economically by a commercial enterprise in accordance with 31 USC §1535.

e. Supplying activities will provide basis of reimbursement and estimated costs for their respected categories of support and specific details used to determine basis of reimbursement and calculation of estimated costs.

5. Policy

a. Review

(1) Support agreements will be reviewed when conditions or circumstances require substantial changes or development of a new agreement. Other changes will be requested by memorandum to appropriate approving authorities.

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

(3) Eighth Army G8 and MSCs will review each of their support agreements triennially in its entirety, and document each review.

b. Cancellation/Termination

(1) 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.

(2) 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 or in the agreement.

c. Signatory Authority.

(1) ISSAs: Eighth Army G8 approves and signs ISSAs recurring administrative and logistics support (whether Eighth Army is the supplier or receiver of services).

(2) MOAs/MOUs. Eighth Army Command Group (Chief of Staff or above) signs MOAs/MOUs which are involving the permanent transfer of resources (manpower, funding, and/or equipment), must be staffed, through command channels, to ACoS, G8, HQ Eighth Army to determine the appropriate signature authority.

6. Types of Agreements

a. 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.

b. 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 appendix C.

c. 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 appendix D.

Appendix A References

Section I. Required Publications

AK Reg 37-16, Procedures for Documenting and Reporting Reimbursable Support.

DODI 4000.19, Support Agreement.

Economy Act, Title 31, United States Code, Section 1535, Agency Agreements

Section II. Related Publications

AR 5-9, Area Support Responsibilities.

DOD 7000.14-R, Department of Defense Financial Management Regulations (FMRs).

Section III. Prescribed Forms

There is no entry in this field.

Section IV. Referenced Forms

AK Form 37-16A-E, Statement of Reimbursable Service Support Furnished.

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

DD Form 1144, Support Agreement.

SF Form 1080, Voucher for Transfers between Appropriations and/or Funds

Appendix B
Sample Interservice Support Agreement (ISSA) Template

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> WT4KCV-16274-800	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i> WT4KCV-10035-800	3. EFFECTIVE DATE <i>(YYMMDD)</i> 2016/10/01	4. EXPIRATION DATE <i>(May be "Indefinite")</i> Not to Exceed 9 years
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS Assistant Chief of Staff, G8, Eighth Army EARM-MD Unit #15236, APO AP 96205-5236 POC: XXXXX, XXXXXX, DSN 723-xxxx E-mail: xxxxx.xxxx@mail.mil		a. NAME AND ADDRESS Commander XXXXXX POC: XXXX, XXXX, DSN 723-xxxx E-mail: xxxxx.xxxx@mail.mil	
b. MAJOR COMMAND US Army, Pacific Command		b. MAJOR COMMAND XXXXXXXXXX	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
Administrative Service		NA	Nonreimbursement
Command Support (NEO Execution)		NA	Nonreimbursement
Equipment Maintenance, Repair, and Care of Supplies in Storage		Contract or parts + overtime	Reimbursement
Finance and Accounting		Prorated share of actual cost	Reimbursement
Korean Service Corps (KSC)		Overtime/premium pay	Reimbursement
Legal Services		NA	Nonreimbursement
Mortuary Services		NA	Nonreimbursement
Training Services		Actual Cost of Service	Reimbursement
Transportation Services (Logistical Air Support)		Flying Hours	Reimbursement
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED YES X NO			
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE	b. DATE SIGNED	a. COMPTROLLER SIGNATURE	b. DATE SIGNED
XXXX L. XXXXX Chief, Management Division		XX-XXXX, Comptroller	
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) Typed Name		(1) Typed Name	
XXXX XXXXX, COLONEL, US Army			
(2) Organization	(3) Telephone #	(2) Organization	(3) Telephone #
Assistant Chief of Staff, G8, Eighth Army	DSN 723-7780	XXXXXXXX	
(4) Signature	(5) Date Signed	(4) Signature	(5) Date Signed
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date)</i>			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g. exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)

b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of receiving activity identified in block 6a prior to changing or canceling support.

c. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.

d. This agreement may be canceled at any time by mutual consent of the parties concerned. This agreement may also be canceled by either party upon giving at least 180 days written notice to the other party.

e. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

f. References:

DoDI 4000.19, 25 April 2013, Interservice and Intragovernmental Support
AK Reg 5-8, 15 August 2016, Support Agreements

g. This agreement is to establish procedures to be followed in providing administrative and logistical support to receiver (xxXXXX). Such support will be provided by the Eighth Army units in Korea.

i. Point of Contacts:

Receiving Activity POCs:

Mr. xxxxxx, DSN 723-xxxxx,xxxx.x.xxx.civ@mail.mil

Mr. xxxxxx, DSN 723-xxxx, xxxxx.xxx.civ@mail.mil

Eighth Army POCs:

Mr. xxxxxx, DSN 723-xxxx, x-xxxx.xxxx.civ@mail.mil

Ms. xxxxxxxx, DSN 723-xxxx,x-xxxx.xxxx.civ@mail.mil

See continuation of block 11 on page 3.

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS (As appropriate: e.g. location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/ reimbursement of unique requirements.)

See page 5 for support categories' Specific Provisions.

See page 8 for distribution list.

Attachments - Funding Annex

Legal Review Certificate

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

Continuation of block 11, GENERAL PROVISIONS

i. Cost computations used in the agreement are for estimate purposes only. Therefore, any changes applied against reimbursable support categories will be billed at the prevailing rates. The DD Form 1144 is not a financial document as the dollar amounts are estimates. Customers are responsible for reimbursement of actual costs through the billing process. The support agreement should not be used for obligation of funds. Fund certifications will be provided with a DD Form 448 Military Interdepartmental Purchase Request (MIPR) or via the General Fund Enterprise Business System (GFEBS) when available.

j. Funding and Reimbursement Arrangement. (If GFEBS is available, direct funding under GFEBS, with a fund code provided to the receiver without DD Form 448).

(1) The receiver will provide a fund cite by submitting a MIPR to Eighth Army supporting activity furnishing the supplies and services. Support will be furnished only after the MIPR is accepted by the supporting activity. The Eighth Army supporting activity will forward a copy of the Work Breakdown Structure (WBS) with a stamp acceptance to the receiving activity and Army Finance and Accounting Service, Korea (AFAS-K), Unit #15236, APO AP 96205-5236.

(2) The Eighth Army supporting activity will process reimbursement documentation following procedures in AK Regulation 37-16. This includes reporting reimbursable support provided on AK Form 37-16A-E (Statement of Reimbursable Service Support Furnished) according to the procedures in appendix A of AK Reg 37-16.

(3) Monthly billings will be generated by DFAS-IN on SF Form 1080 and processed on a "No-Check Drawn" basis, i.e. TBO or Cross disbursing procedures.

(4) The Supporting activity will provide billings in sufficient detail to support the reimbursement charges.

k. Currency exchange rates for determining reimbursement are based on DOD budget rate for won impacted obligations.

l. Civilian labor costs, other than known actual and contract labor costs, will be based on average hourly charges including benefits. Labor rates are subject to adjustments at any time due to changes in personnel pay scales or by reevaluation of the US Dollar against local currencies.

m. None of the terms or provision of the agreement are intended to conflict with HQDA directives and instructions or references above.

n. Only increases to the supplying activities incremental direct costs will be charged to the receiver, including non-reimbursable services. When a supplying activity uses reimbursable-funded positions/personnel (as opposed to direct-funded positions/personnel) to provide services to a receiving activity pursuant to this support agreement, 100% of the related labor costs that can be directly tied to the support provided to the receiving activity can be billed to the receiving activity. Supplying activities will track and report to the AFAS-K, Unit #15236, APO AP 96205-5236 the monthly incremental direct costs to customers by AMS accounts (Cost Center or Work Breakdown Structure (WBS)) and maintain reimbursable costs records in sufficient detail, with an itemized list of charges identified to each AMS code (Cost Center or WBS) and quantity of support provided, to permit validation and accuracy of billings. Reimbursable amounts will be charged against the AMS account (Cost Center or WBS) identified for each support category.

o. Receiving activities will comply with Eighth Army and supplying activity's policies and procedures.

p. The support services described herein will be provided within supplying activities. Support services will be consistent and equitable to Army tenants. Support provided by the supplying activity will be limited to support services listed under the Support Provided by Supplier (Block 7) and Specific Provisions (Block 12) and only within the scope authorized to the supplying activity.

q. Use of non-reimbursable support services are at no cost in so much as the benefits do not increase the cost of providing the services. Non-reimbursable services that increase the supplying activities incremental direct costs will be charged to the customer unless the supplier determines the amount is insignificant.

r. Costs for travel and/or TDY incurred by the Army in execution of the services provided for in the agreement will be defrayed by the receiving activity. The receiving activity shall provide written consent to such travel in advance, except local minimal travel.

s. Any costs incurred by Eighth Army to replace loaned or hand receipted property provided for in the agreement that is lost or damaged will be defrayed by the receiving activity.

t. Review.

(1) Annual. The annual review of costs will be accomplished by each party to evaluate its effectiveness or financial impacts and determine the need for an amendment. This agreement may be amended by agreement. Amendments will be with a DD Form 1144 and fully signed, dated, and attached to the DD Form 1144 being amended.

(2) Triennial. The SAM will review the agreement triennially in its entirety, and revise it in conjunction with the triennial review.

u. Authority. This agreement is entered into under the provisions of DODI 4000.19 series, and the Economy Act, Title 31, United States Code, Section 1535, as amended.

v. Economy Act Documentation.

(1) The Supplier is able to provide or get by contract the goods or services in this agreement.

(2) The Receiver has decided that the use of this support agreement is in the best interest of the U.S. Government and the goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

(3) Per the DODI 4000.19, no further written determination is required to document the above when this DD Form 1144 is fully signed.

w. Reimbursable Support. Reimbursement, IAW the Economy Act, will be based on actual costs incurred by the Supplying Activity for support provided to the Receiving Activity.

x. Receiver's Data.

RECEIVING ACTIVITY MISSION					
XXXXXXX plans and conducts special operations in support of COMUNC/CFC/USFK in armistice, crisis and war.					
MANNING (Assigned)					
LOCATION	Military	DAC	LN	KSC	Total
Yongsan	110	7	0	1	xxx

SUPPORT CATEGORIES AND SPECIFIC PROVISIONS (Block 12)

PERIODIC REVIEW AND MODIFICATION OF SERVICE DESCRIPTIONS OF SUPPORT

CATEGORIES: Periodic reviews and modifications of the service descriptions will be required to reflect any changes in support availability. This should be done at a minimum of every 3 years. Next review will be completed in 2019.

SUPPORT CATEGORY & SUPPLYING ACTIVITY	SUPPLIER WILL	RECEIVER WILL
<p>Administrative Services Assistant Chief of Staff, G1, Eighth Army</p>	<p>Assistant Chief of Staff, G-1, <u>Publications and Forms Management</u> Provide assistance in establishing publications accounts and blank forms support and ordering controlled pubs and forms. Assist in obtaining official publications and instructional materials.</p> <p>Assist account holders for requisitioning, receiving, and distribution of local command publications and CONUS publications and blank forms.</p> <p>Provide editing/translation services to include design and layout of new local forms and revised local publications, pamphlets, circulars and supplements.</p> <p><u>Translation Management</u> Translate all USFK/Eighth Army/ UNC/CFC pubs and forms as requested.</p>	<p>Contact the Pubs/Forms manager, Eighth Army for assistance in updating publications and revision/addition of new forms. Review of pubs/forms must be done at a minimum of every 18 months.</p> <p>To request translation service requires submission of AK Form 25-50 B-E with justification for any translation of pubs and forms.</p> <p>To request translation service requires submission of AK Forms 25-50 B-E with justification for any translation of pubs and forms.</p>
<p>Command Support NEO Execution Assistant Chief of Staff, G3/G1, Eighth Army</p>	<p>Provide NCE (Non-Combatant Evacuation) information packets and related materials to the appointed Warden/Stewards.)</p> <p>Provide NEO Warden/Steward training for appointed Wardens/Stewards.</p>	<p>Comply with USFK/Eighth Army directive for NEO planning and support.</p>
<p>Equipment Maintenance Repair, and Care of Stocks in Storage (COSIS) Material Support Center-Korea (MSC-K)</p> <p>Field Level Maintenance Support 501st Sustainment Brigade</p>	<p>Provide backup field and below depot sustainment level maintenance for all categories of equipment less aviation, medical and COMSEC.</p> <p>Provide Rental Equipment such as Container Handler on a reimbursable basis.</p> <p>Provide field level maintenance on a geographical area basis.</p>	<p>Submit customer's request as needed.</p> <p>Request will be processed in accordance with SOPs, policies, and procedures.</p> <p>Supplies and labor will be reimbursed at actual cost.</p> <p>Prior to receipt of service, funds should be provided by the receiver.</p>

SUPPORT CATEGORY & SUPPLYING ACTIVITY	SUPPLIER WILL	RECEIVER WILL
<p>Finance and Accounting (Non-DFAS)</p> <p>Army Finance and Accounting Service, Korea (AFAS-K)</p>	<p>Provide U.S. civilian pay customer service and debt management, Korean National pay support, military pay service, Transactions-for-Other (TFO) processing, miscellaneous accounting</p> <p>transactions-cost transfers, vendor pay, non-DTS local travel claims processing, Military Interdepartmental Purchase Requisition (MIPR) processing, disbursing, leave accounting, temporary duty travel advances, voucher processing, central funding (supplying cash theater-wide), oversight of the overseas military banking program, support to family members, financial accounting and reporting, and, upon order, payment of essential battlefield goods and services.</p>	<p>Comply with host regulation program, budget and funds for reimbursable support under existing policies and procedures.</p> <p>Comply with Eighth Army regulations and coordinate requirements with Army Finance and Accounting Service, Korea (AFAS-K).</p>
<p>Korean Service Corps (KSC) KSC Bn, 19th ESC, Eighth Army</p>	<p>Provide labor support in various level of skill.</p> <p>When supplying activity uses reimbursable funded positions/personnel to provide services, 100% of the related U.S. funded labor costs that can be directly tied to the support provided to the receiving activity will be billed to the receiving activity.</p> <p>Temporary support will not exceed a 120 days period and unit requiring KSC support beyond one (1) year must proceed a permanent concept plan.</p>	<p>Reimburse for Over time, Night Differential and other associated Holiday pay to supplier.</p> <p>Reimburse for Over time, Night Differential, regular pay of reimbursable positions, and other associated Holiday pay to supplier.</p> <p>Unit requesting KSC manpower support on a permanent basis must document manpower requirement in Concept Plan and justify the needs for KSC augmentation requirement as part of the unit manpower requirements entity during regularly scheduled manpower surveys. Permanent KSC support may also be requested through an application of a Concept Plan IAW the criteria contained in HQ, Eighth Army, Memorandum, CofS, 2 March 1988, subject: Eighth Army Manpower Program and DA Concept Plan guidance.</p> <p>Comply with Army in Korea Regulation 550-1</p>

SUPPORT CATEGORY & SUPPLYING ACTIVITY	SUPPLIER WILL	RECEIVER WILL
<p>Legal Services Staff Judge Advocate</p>	<p>Provide legal advice and services on all legal matters pertaining to legal assistance, military justice, claims processing, property utilization, award and execution of procurement contracts, labor relations, environmental issues, operational law, standards of conduct, and administrative matters.</p> <p>Provide personal legal advice to individuals, commanders, and other leaders in their official capacity; teach classes; provide training; present the government's case in administrative boards or hearings and court-martial proceedings; and prepare documents as required to provide these services.</p>	<p>Comply with regulatory guidelines.</p> <p>Submit requirements to Staff Judge Advocate (SJA) when authorized and required.</p>
<p>Mortuary Services ACofS, G4, Eighth Army</p>	<p>Provide all logistical functions related to the recovery, identification, care, and disposition of deceased personnel. Include continental United States port, and overseas mortuary services.</p> <p>Eligible decedents will be provided mortuary services and related items at Government expense unless otherwise stated on AR 638-2. Federal statutes determine whether mortuary services are provided at Government expense or on a reimbursable basis. Certain eligible decedents may be provided part of the services at Government expense or all or part of the services on a reimbursable basis.</p> <p>Applicable Reg: AR 638-2</p>	<p>Provide supplier with all pertinent information as required and as requested. Reimburse the supplier IAW AR 638-2 and other applicable regulations and directives.</p>
<p>Training Services Training Support Activity Korea (TSAK), G37 TREX, Eighth Army</p>	<p>Range Division will:</p> <p>Provide target ranges, simulators and devices, and other training facilities.</p> <p>Provide common support for training facility management, range control, and target maintenance.</p> <p>Provide common support for training facility management, range control, and target maintenance.</p>	<p>Receiver will:</p> <p>Supply all Class V to be used on Eighth Army range facilities; forecast ammunition on a yearly basis based on mission needs; Fill out and turn AK Form 350-6 required; monitor field holding areas, expenditures and turn-in of all expendable and unexpendable residue.</p>

SUPPORT CATEGORY & SUPPLYING ACTIVITY	SUPPLIER WILL	RECEIVER WILL
<p>Training Services (Cont) Training Support Activity Korea (TSAK), G37 TREX, Eighth Army</p>	<p>Provide center of expertise for range related staff actions as required. Provide coordinating agency for range related matters as required.</p> <p>Provide quality control for range maintenance. Provide technical assistance as required.</p> <p>Provide target devices and equipment; fabricate targets and repair target devices and equipment as required. Acquire and install hard targets as necessary.</p> <p>Inspect ranges and provide results to responsible unit. Schedule training facilities to include ranges and TADSS.</p> <p>If training is scheduled on a holiday, this will be equivalent to two allocated training days.</p> <p>TSAK Range and TADSS division will document all hours worked above and beyond normally scheduled work plans.</p> <p>Receivers are responsible for reimbursement of actual costs through the billing process.</p> <p>TSAK will provide diesel fuel support Rodriguez Live Fire Center during exercise. Prepare and provide a total quantity of fuel requested and a dollar value for fuel. Price per gallon will be based on actual costs/gallon expended by TSAK to purchase the fuel multiplied by the number of actual gallons used. Request for reimbursement based on total fuel consumed will be submitted to US Special Operations Command, Korea.</p> <p>Applicable Regulation: AR 638-2</p>	<p>Submit completed AK Form 350-6 (Range Requirement) in accordance with existing procedures and regulatory requirements.</p> <p>Comply with supplier's policy and procedures and regulations, SOPS, and associated waivers.</p> <p>Receiver: If training requires extended work days, scheduling unit will pay for Over time, Night Differential and other associated Holiday pay.</p> <p>Notify TSAK Rodriguez Live Fire Center (RLFC) Range Manager of projected fuel requirements prior to start of exercise.</p> <p>Verify fuel costs with TSAK RLFC Range Manager and submit payment via MIPR or GFEBs WBS through HQs TSAK Resource Management Office NLT 14 days after completion of the exercise.</p>

SUPPORT CATEGORY & SUPPLYING ACTIVITY	SUPPLIER WILL	RECEIVER WILL
<p>Transportation (Logistical Air Support) ACoS, G3/Aviation</p>	<p>Provide logistical air support for administrative and mission flights within Eighth Army's capabilities. Logistical air support will be charged for separate customers-unique requirements.</p> <p>Utilize equivalent Fiscal Year HQDA Flying Hour rates when charging customers for Logistical Air Support.</p> <p>Applicable Regs: AR 95-1, AR 95-2, and USFK Reg 95-4</p>	<p>Coordinate all air support as required.</p> <p>Comply with Eighth Army policies and procedures.</p> <p>Provide written justification when requesting support for USFK responsibilities or USFK Protocol requirements.</p>

DISTRIBUTION:

COMMANDER,

Receiving Activity

ACofS, G8, Eighth Army, Unit #15236, APO AP 96205-5236

Korean Service Corps Battalion (EAFC-FD-K-B), Unit #15284, APO AP 96205-0057

ACofS, RM, 19th ESC, Unit #15015, APO AP 96218

ACofS, G1, Eighth Army, Unit #15236, APO AP 96205-5236

ACofS, G3, Eighth Army, Unit #15236, APO AP 96205-5236

ACofS, G4, Eighth Army, Unit #15236, APO AP 96205-5236

Army Finance and Accounting Service, Korea, Unit #15236, APO AP 96205-5236

ATTACHMENT 1
Estimated Reimbursement

REIMBURSABLE SUPPORT	BASIS FOR REIMBURSEMENT	ESTIMATED REIMBURSEMENT
Equipment Maintenance Repair, and Care of Supplies in Storage	Supplies and overtime labor	\$5,000
Korean Service Corps (KSC)	Actual cost of Payroll	\$387,000
Mortuary Services	Actual cost as stated on AR	No previous year's cost

ATTACHMENT 2 - Sample
Staff Judge Advocate Certificate

Receiver's Name:

I have conducted a review of this Support Agreement and find it to be legally sufficient.

Signed: _____

Appendix C
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]

4.2.2.

4.3. Both parties will—

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

4.3.2.

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.

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.

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)

**Appendix D
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]—
 - 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]

APPROVED: [APPROVAL AUTHORITY SIGNATURES WILL NEVER BE ALONE ON A BLANKPAGE]

FOR THE [FIRST PARTY]

FOR THE [SECOND PARTY]

(Date)

(Date)

Glossary
Abbreviations

ACofS	Assistant Chief of Staff
AFAS-K	Army Finance and Accounting Service-Korea
AMS	Army Management Structure
AK	Army in Korea
AP	Armies in the Pacific
APO	Army Post Office
AR	Army Regulation
BPN	Business Partner Network
CFC	Combined Forces Command
COMSEC	Communication Security
CONUS	Continental United States
COSIS	Core of Stocks in Storage
DAC	Department of the Army Civilian
DD	Department of Defense
DOD	Department of Defense
DSN	Defense Secure Network
FMR	Financial Management Regulation
FY	Fiscal Year
GFEBBS	General Fund Enterprise Business System
HQDA	Headquarters, Department of the Army
IAW	In accordance with
ISSA	Interservice Support Agreement
KSC	Korean Service Corps
LN	Local National

MIPR	Military Interdepartmental Purchase Request
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NCE	Non-Combatant Evacuation
NEO	Noncombatant Evacuation Operation
Non-DFAS	Non-Defense Finance & Accounting Service
RLFC	Rodriguez Live Fire Center
SF	Standard Form
SJA	Staff Judge Advocate
SOP	Standing Operating Procedure
TADSS	Training Aids, Devices, Simulators and Simulations
TBO	Transactions by Others
TDY	Temporary Duty
TFO	Transactions for Others
TREX	Training and Exercises
TSAK	Training Support Activity Korea
UNC	United Nations Command
US	United States
USFK	United States Forces, Korea
WBS	Work Breakdown Structure