



Department of Defense **INSTRUCTION**

NUMBER 4000.19

April 25, 2013

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 (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>.

7. EFFECTIVE DATE. This instruction:

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.



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Enclosures

1. References
2. Responsibilities
3. Procedures
4. Installation Support Categories

Glossary

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.

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)