



# CHAIRMAN OF THE JOINT CHIEFS OF STAFF INSTRUCTION

J-4  
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CJCSI 2120.01D  
21 May 2015

## ACQUISITION AND CROSS-SERVICING AGREEMENTS

References: See Enclosure E.

1. Purpose. This instruction provides policy and procedural guidance concerning the use of the legal authorities contained in title 10, U.S.C., sections 2341–2350 (reference a). It does not provide substantive legal authority to negotiate or conclude cross-servicing agreements. Such authority is provided in applicable U.S. law and may be delegated by the Secretary of Defense to the Chairman of the Joint Chiefs of Staff (CJCS) and the Combatant Commanders (CCMDs) as described in Enclosures A and C. This instruction implements reference b.
2. Superseded. CJCSI 2120.01C, 13 February 2013, is canceled.
3. Applicability. This instruction applies to the Joint Staff, Combatant Commands, Direct Reporting Units, and Defense Agencies reporting to the Secretary of Defense through the Chairman of the Joint Chiefs of Staff. These organizations will use this instruction, in conjunction with references b, c, and d, to negotiate, conclude, and execute Acquisition-Only Agreements and Cross-Servicing Agreements (ACSA) for which approval authority has been delegated to the Chairman by the Secretary of Defense. Military Departments, Subordinate Unified (subunified) Commands, and Defense Agencies negotiating and concluding implementing arrangements for cross-servicing agreements will request authority to both negotiate and conclude such arrangements with the applicable CCMD in accordance with paragraph 5.5.3 of reference b.
4. Policy. See Enclosure A.
5. Definitions. See the Glossary.
6. Responsibilities. See Enclosure B.
7. Summary of Changes. This change updates CJCSI 2120.01C, clarifying policy guidance for Implementing Arrangements (IA), Acquisition-Only

Authority, eligibility, replacing agreements, designation to execute orders, peace keeping operations, Coalition Operational Needs Statement (CONS), and loans of significant military equipment.

8. Releasability. UNRESTRICTED. This directive is approved for public release; distribution is unlimited on NIPRNET. DoD Components (to include the Combatant Commands), other Federal agencies, and the public, may obtain copies of this directive through the Internet from the CJCS Directives Electronic Library at: [ [http://www.dtic.mil/cjcs\\_directives/](http://www.dtic.mil/cjcs_directives/) ]. JS activities may also obtain access via the SIPR Directives Electronic Library Websites.

9. Effective Date. This INSTRUCTION is effective upon receipt.

For the Chairman of the Joint Chiefs of Staff:



JACQUELINE D. VAN OVOST, Maj Gen, USAF  
Vice Director, Joint Staff

Enclosures:

- A - Policy
- B - Responsibilities
- C - Procedures for Developing Acquisition-Only Agreements, Cross-Servicing Agreements, and Implementing Arrangements
- D - Execution Procedures
- E - References
- GL - Glossary

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TABLE OF CONTENTS

	Page
ENCLOSURE A -- POLICY.....	A-1
Purpose .....	A-1
Scope.....	A-1
Acquisition-Only Authority Agreements.....	A-1
Acquisition Cross-Servicing Agreement Authority .....	A-3
Using the ACSA Authorities .....	A-4
Developing Acquisition-Only Agreements, Acquisition Cross- Servicing Agreements, and Implementing Arrangements.....	A-7
ACSA Reporting .....	A-9
Training.....	A-9
ACSA Order/Billing Official Designation .....	A-10
Billing and Payment Processes .....	A-10
Appendix -- EXAMPLES OF SUPPORT PERMITTED UNDER ACSA .....	A-A-1
ENCLOSURE B -- RESPONSIBILITIES.....	B-1
Purpose.....	B-1
Responsibilities .....	B-1
ENCLOSURE C -- PROCEDURES FOR DEVELOPING ACQUISITION-ONLY AGREEMENTS, ACQUISITION CROSS-SERVICING AGREEMENTS, AND IMPLEMENTING ARRANGEMENTS.....	C-1
Purpose .....	C-1
Determination of Acquisition-Only Eligibility .....	C-1
Developing, Negotiating, and Concluding Acquisition-Only Agreements. ....	C-1
Nominating Countries for Cross-Servicing Agreement Authorization.....	C-1
Developing, Negotiating, and Concluding Cross-Servicing Agreements.....	C-2
Amending a Cross-Servicing Agreement .....	C-6
Developing and Concluding Implementing Arrangements .....	C-7
Amending an IA .....	C-11
ENCLOSURE D -- EXECUTION PROCEDURES .....	D-1
Purpose .....	D-1
Scope.....	D-1
Acquisition of LSSS Under Acquisition-Only Authority .....	D-1

Transfer of LSSS Under Cross-Servicing Agreement

Authority.....	D-3
Open-Ended or Continuing ACSA Orders.....	D-9
Third-Party Retransfers.....	D-11
Coalition Operational Needs Statement.....	D-12
Section 1207.....	D-12

Appendix -- MINIMUM ESSENTIAL DATA ELEMENTS/  
SAMPLE ACSA ORDER FORMS..... D-A-1/4

ENCLOSURE E -- REFERENCES..... E-1

GLOSSARY

Acronyms and Abbreviations.....	GL-1
Terms and Definitions.....	GL-3

ENCLOSURE A

POLICY

1. Purpose. This enclosure provides policy guidance to the Combatant Commands (CCMD) and Defense Agencies reporting to the Office of the Secretary of Defense (OSD) through the Chairman of the Joint Chiefs of Staff (CJCS) for the use of the legal authorities provided in reference a, also referred to as the Acquisition Cross-Servicing Agreement (ACSA) authorities.

2. Scope. This enclosure, in conjunction with references b, c, and d, provides CJCS guidance for the use of the ACSA authorities by the CCMDs or Defense Agencies reporting to the OSD through the CJCS.

3. Acquisition-Only Authority Agreements. The first type of authority contained in reference a is Acquisition-Only Authority (AOA). Under this authority, Department of Defense (DoD) components and subunified commands may exercise a statutory waiver of certain provisions of U.S. law in the acquisition of Logistic Support, Supplies, and Services (LSSS) from eligible countries and international organizations. This authority may only be used to acquire LSSS to support U.S. forces deployed outside the United States.

a. Under reference a, eligible countries and international organizations include other North Atlantic Treaty Organization (NATO) countries and NATO subsidiary bodies as well as the United Nations (UN) organization or regional international organizations; the U.S. is not required to be a member of these regional international organizations.

b. For non-NATO countries to be eligible for either AOA or ACSA authority, the partner country or organization must meet one or more of the following criteria:

(1) Has a defense alliance with the United States.

(2) Permits the stationing of members of the U.S. Armed Forces or the home porting of U.S. naval vessels in its territory.

(3) Has agreed to pre-position U.S. materiel in its territory.

(4) Serves as host country for U.S. Armed Forces during exercises, permits other U.S. military operations in its territory, or serves as host country during humanitarian disasters or other emergency response.

c. Reference b delegates to the CJCS the authority to determine those non-NATO countries from which DoD components may acquire LSSS using AOA or ACSA. This authority is re-delegated to the CCMDs.

21 May 2015

d. AOA may be implemented either through contracts using the authority of title 10, U.S.C., chapter 137 (Procurement Generally), in conjunction with title 10, U.S.C., chapter 138 (Cooperative Agreements with NATO Allies and Other Countries), sections 2341 and 2343, or an AOA agreement that relies solely on the authority of title 10, U.S.C., chapter 138, sections 2341 and 2343, or both at the same time. In either case an AOA agreement is required. The existence of an ACSA or implementing arrangement (IA) is not required.

(1) All contracts that use chapter 137 authorities will be executed by a warranted contracting officer consistent with the Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS).

(2) When acquiring LSSS under an AOA agreement utilizing chapter 138 authorities, the following eight statutory provisions are waived:

(a) Title 10, U.S.C., section 2207, which requires that the Department of Defense include in all contracts, except those for personal services, a provision reserving to the government the right to terminate the contract if it is later found that gratuities were offered to government employees involved in the acquisition process. This clause also provides that, in addition to breach of contract remedies, the government may seek exemplary damages in an amount of between 3 and 10 times the amount of the gratuity.

(b) FAR 2.101; requires periodic adjustment of various acquisition-related thresholds, including the "simplified acquisition threshold," currently at \$150,000.

(c) Title 10, U.S.C., section 2306(a), which prohibits entering into contracts on a cost-plus-percentage-of-cost basis.

(d) Title 10, U.S.C., section 2306(b), which the requirement to include a provision in all negotiated contracts wherein the contractor warrants that no person or agency was retained by the contractor to obtain award of the contract for a commission or contingent fee. If the warranty is violated, the U.S. reserves the right to nullify the contract.

(e) Title 10, U.S.C., section 2306(e), which requires notification of any cost plus fixed fee contract as well as fixed price subcontracts are issued. Notification is required when there is an excess of the simplified acquisition threshold of \$150,000 or 5 percent of the prime contract value, whichever is greater.

(f) Title 10, U.S.C., section 2306a, the requirement for contractors to submit certified cost and pricing data on contract actions expected to be in excess of \$150,000.

(g) Title 10, U.S.C., section 2313, the requirement to include in all cost-type contracts a provision that guarantees government access to contractor records involving the contract until three years after final payment.

(h) Title 41, U.S.C., section 6306, which directs that every government contract include a provision specifying that no member of Congress shall benefit from the contract.

(3) An AOA agreement is considered an international agreement under references c and d. The approval and staffing process is the same as an ACSA. Additionally, an AOA agreement is time limited to the exercise or operation it is meant to support. Unlike ACSAs, an AOA agreement cannot be indefinite in nature. It must contain an expiration date, which is normally the end date of the specific exercise or operation. Under reference b, DoD components may liquidate obligations incurred while using an AOA agreement using Payment-In-Kind (PIK), Replacement-In-Kind (RIK), or Equal-Value-Exchange (EVE).

4. Acquisition Cross-Servicing Agreement Authority. The second type of authority provided in reference a, authorizes DoD to enter into ACSAs with authorized countries and international organizations for the reciprocal provision of LSSS with the military forces of that country or international organization.

a. OSD must consult with the Department of State (DoS) and provide 30-day advance notification to the Committees on Armed Services and Foreign Relations of the U.S. Senate and the Committees on Armed Services and International Relations of the U.S. House of Representatives before designating non-NATO countries as authorized for AOA or ACSA. DoD eligibility approval does not expire. CCMD requests for guidance where current events may adversely affect U.S. national interests should be addressed to Joint Staff/J-4 for resolution.

b. Reference b delegates to the CJCS the authority to nominate non-NATO countries for eligibility. This authority has been re-delegated to the CCMDs. The CJCS has exercised this re-delegation authority in Enclosure B, subparagraph 2.i (7), of this instruction.

c. When exercising cross-servicing agreement authority, DoD components and subunified commands may provide LSSS to a foreign country or international organization only as a transfer or temporary loan under an ACSA, except when provided as payment for LSSS acquired by DoD pursuant to an AOA agreement.

d. Under reference b, ACSAs may provide for payment of obligations by PIK, RIK or EVE.

e. ACSAs and IAs (if any) set forth the terms and conditions for the acquisition or transfer of LSSS between DoD components or subunified commands and an authorized country or international organization. They do not commit or bind either party to any particular number, monetary value, or form of transactions. Rather, individual orders placed and received under an ACSA or an IA (if any) constitutes the binding document. ACSAs may extend for an indefinite period since the individual orders do not require the obligation of funds.

## 5. Using the ACSA Authorities

a. The ACSA authorities are intended to facilitate reciprocal logistic support between U.S. Armed Forces and the military forces of authorized countries or international organizations. They are to be used primarily during combined exercises, training, deployments, port calls, operations, or other cooperative efforts, or for unforeseen circumstances or exigencies, including wartime, humanitarian or foreign disaster relief operations, and peace operations conducted under chapter VI or VII of the UN Charter, in which one of the parties may have a need for LSSS.

b. The categories of LSSS that may be acquired or transferred under the ACSA authorities are defined in the glossary. Examples of the major categories of LSSS are included in the appendix found at page A-A-1.

(1) Except as authorized under Section 1207 of the National Defense Authorization Act (NDAA) for Fiscal Year 2015 (see page D-12), excluded items include weapon systems; initial quantities of replacement and spare parts for major end items of equipment covered by tables of organization and equipment, tables of distribution and allowances, and distribution or equivalent documents; and major end items of equipment (except for the lease or loan of general purpose vehicles and other non-lethal items of military equipment that are not designated as significant military equipment in the U.S. Munitions List).

(2) Additional excluded items include guided missiles; naval mines and torpedoes; nuclear ammunition and included items, such as warheads, warhead sections, and projectiles; guidance kits for bombs or other ammunition; and chemical ammunition (other than riot control agents).

c. CCMDs and their Service component or subunified commands may not use the ACSA authorities to procure goods or services reasonably available from U.S. commercial sources. Such determination shall be made in consultation with contracting authorities. When available, a Joint Requirements Review Board should periodically review reoccurring ACSA transactions for contract consideration.

d. Reference a prohibits increasing the inventory levels of DoD Components in anticipation of requests for LSSS made under ACSAs.

21 May 2015

Therefore, CCMDs and their Service component or subunified commands must consider the potential effect of completing a proposed ACSA transaction on the operational readiness of U.S. Armed Forces and affected military appropriations. Direct purchase of authorized goods or services from a vendor to meet an ACSA transfer request is permitted. Transfers of LSSS involving contractor-furnished support will be processed in accordance with standard ACSA execution procedures (see Enclosure D).

e. In accordance with reference d, the use—under the ACSA or other authorities—of specific subcategories of military communications assets and related services requires coordination with and approval from the Chairman. A list of such assets and services is contained in reference i.

f. In considering foreign country or international organization requests for LSSS, the CCMDs and their Service components or subunified commands should also consider whether it is more appropriate to fulfill the request through other means, including foreign military sales, direct commercial sales, or military drawdown authority (see reference e). CCMDs and their Service components or subunified commands must also consider the extent to which provision of the requested LSSS is related to ongoing U.S. military exercises or objectives. All foreign country requests for excluded items (see subparagraphs 5b(1) and 5b(2) of this enclosure) or items involving unusual liability and foreign disclosure issues will be processed through foreign military sales or direct commercial sales channels, as authorized in reference f.

g. To facilitate timely provision of support under cross-servicing agreements and to enhance U.S. operational readiness, the CCMDs and their Service component or subunified commands may coordinate in advance the level and type of LSSS to be acquired or transferred to a given country or eligible international organization. This may include preparation (but not execution) of ACSA order forms or other required documentation but does not include the increase in DoD inventory levels.

h. References a and g contain specific limitations on the dollar value of LSSS that may be acquired from or transferred to a country or international organization in any fiscal year.

(1) These limitations apply only to cash transactions. They do not apply to ACSA transactions that involve RIK or EVE. These limitations also do not apply to the sale, purchase, or exchange of petroleum, oils, or lubricants by the U.S.

(2) The dollar value limitations described in references a and g do not apply during a period of active hostilities involving U.S. Armed Forces.

(3) These limitations are also waived when U.S. Armed Forces are involved in a contingency operation or noncombat operation (including an

21 May 2015

operation in support of the provision of humanitarian or foreign disaster relief or in support of UN peacekeeping operations) for the purpose and duration of that operation. Because of this, ACSA transactions not meeting these limitations shall be documented and tracked separately within the ACSA Global Automated Tracking and Reporting System (AGATRS).

i. LSSS provided by DoD components or subunified commands under a ACSA may not be retransferred to another country, international organization or entity (other than to officers, employees, or agents of the foreign country or international organization whose military originally receive the LSSS) without the prior written consent of the U.S. Government. Transfers between coalition or NATO military forces engaged in and conducting coalition operations are not to be considered a third-party transfer. All written requests for third-party retransfers will be forwarded via the CCMD through the Joint Staff/J-4 to OSD for review and approval. Under certain conditions, OSD may provide blanket approval for retransfers of LSSS for specific operations, type of LSSS, countries and/or international organizations, or periods of time. Requests for such waivers will be considered on a case-by-case basis. Detailed procedures for requesting approval for retransfers are contained in paragraph 6 of Enclosure D.

j. Disputes arising in connection with the execution of a specific agreement, including one party's failure to reimburse another for LSSS received under that agreement, will be resolved in accordance with the dispute resolution provisions of the ACSA/AOA agreement and paragraph (k) of reference c.

(1) If the ACSA/AOA agreement contains no such procedures, the matter will be referred through the Joint Staff to OSD for resolution.

(2) Personnel authorized to negotiate, conclude, or execute ACSA/AOA transactions are encouraged to resolve disputes that arise from administrative or clerical errors directly with the foreign party before referring the matter to higher headquarters. In addition, coordination among the responsible military authorities and the use of the DoS assets (i.e., country teams) to facilitate resolution is encouraged.

k. AGATRS is the DoD system of record for the Joint Staff, CCMDs, and Services to manage AOA/ACSA transactions. This system also serves as the worldwide library for AOAs, ACSAs and their associated IAs. AGATRS is an unclassified, Web-based system that provides a worldwide cradle-to-grave automated means of building, tracking, and managing transactions throughout their life cycle.

(1) AGATRS provides deploying forces, component commands, CCMDs, Joint Staff, and OSD Staff visibility of existing ACSAs that can be leveraged to

obtain critical LSSS to effectively and efficiently sustain U.S. and coalition forces during contingencies and operations. AGATRS will be used to fully document all transfers of LSSS under ACSA authorities.

(2) All acquisitions and transfers of LSSS under the ACSA authorities will be fully documented using an ACSA standard order form or other documentation specified in the applicable AOA or ACSA. Samples of the ACSA standard forms are at Enclosure D, Appendix D-A-3/4. Minimum essential data elements are at Appendix D-A-1/2.

1. On occasion, standard ACSA execution and reimbursement procedures may be modified to meet the requirements of a specific operation or other contingency. CCMDs, with input from Service component commands or subunified commands, will document and coordinate operation-unique changes to standard execution and/or reimbursement procedures with responsible Joint Staff and OSD elements.

m. Any LSSS provided under an ACSA in support of peacekeeping operations under the Charter of the UN must have prior approval of the Office of the Under Secretary of Defense for Policy, Special Operations/Low-Intensity Conflict, OUSD (Policy) SOLIC. OSD/P (SOLIC) will provide direction to participating DoD agencies, to include applicable support, authorities, source of funding, delegations, etc.

#### 6. Developing Acquisition-Only Agreements, Acquisition Cross-Servicing Agreements, and Implementing Arrangements

a. AOA/ACSA agreements, and IAs shall be developed, negotiated, and concluded in accordance with the policy guidelines in this section and the procedures described in Enclosure C.

b. All proposed new or revised AOA/ACSA agreements will be referred to the Director, International Cooperation, Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics, OUSD(AT&L/IC) through the Joint Staff/J-4 for review and provision of authority to conclude such agreements. U.S. proposed texts for AOA/ACSA agreements shall be based on the current DoD and DoS approved agreement template.

(1) OSD and DoS will periodically approve new AOA/ACSA templates reflecting current policy, laws, and best practices. CCMDs will be provided a grace period to implement the new template. CCMDs will also engage partner nations to replace old agreements with the current template.

c. When delegated authority from OSD, the CJCS may negotiate and conclude these agreements or delegate this authority to the CCMDs. CCMDs may not re-delegate this authority to a CCMD's Service component or subunified command. The CJCS has exercised this re-delegation authority in

Enclosure B, subparagraph 2.i (2), of this instruction. Authority to conclude will not exceed one year.

d. The CJCS or CCMD delegated the authority to negotiate and conclude these agreements shall maintain written documentation of the agreement negotiation process. These records shall be kept in permanent files until the agreement is terminated.

e. There is no prescribed signatory level for these agreements; however, the DoD signatory should be equivalent in rank or protocol level to the foreign country signatory.

f. Whenever practical, the CJCS or CCMD will use a single agreement to authorize the acquisition or transfer of LSSS with a foreign country or international organization. Development of multiple agreements with individual foreign countries or international organizations is discouraged.

g. Some proposed transfers of LSSS under an existing agreement may require amending that agreement. All amendments to these agreements must be processed through the Joint Staff/J-4 in the same manner as a new agreement. Some changes to the implementation of an existing agreement may also be effected through development of a new IA or the amendment of an existing IA. Creating or amending an IA requires coordination with affected CCMD, if any. An IA must be coordinated with the Joint Staff/J-4 if policy significant or exceeds the scope of the basic agreement.

(1) Use of the agreement beyond the geographic limits specified in the agreement itself may require an amendment.

(2) When use of the agreement outside the area of responsibility (AOR) of the CCMD responsible for the agreement is not prohibited by the terms of the agreement, such use may nevertheless require the negotiation of a new IA or the amendment of an existing one. All new IAs, as well as amendments to existing IAs, must be coordinated with the CCMD responsible for the agreement being implemented.

(3) Transferring LSSS that is beyond the scope of LSSS contemplated by the original agreement may require an amendment.

(4) Transferring LSSS that is within the scope of the existing agreement but beyond the scope of LSSS described in the existing IA may require either amending the existing IA or negotiating a new one.

(5) IAs are considered to be international agreements (see reference c). IAs determined to be within the scope of the existing ACSA do not require approval by Joint Staff, OSD, or DoS. IAs must be filed with Joint Staff/J-4.

h. A CCMD seeking to negotiate and conclude an IA to support exercises, contingencies or other operations that involve more than one CCMD's geographic AOR will coordinate with all other affected CCMDs before the conclusion of that IA.

i. Defense Agencies, Service components, Direct Reporting Units, or subunified commands seeking to negotiate and conclude additional IAs to existing cross-servicing agreements will coordinate with and obtain the written approval of the CCMD responsible for the original cross-servicing agreement unless the IA is specifically directed by law or DoD directive (such as Section 1202 Implementing Arrangements).

j. IAs that include provisions for the acquisition or transfer of military airlift, sealift, or other forms of transportation services provided or funded by USTRANSCOM shall be concluded only after coordination with and approval of that command.

k. IAs that includes reference to supplies and/or services to be provided by DLA Energy shall be concluded only after coordination with and approval of DLA Energy.

l. In accordance with reference d, IAs including provisions for the use of specific subcategories of military communications assets and related services shall be concluded or executed only after coordination with and approval from the CJCS. A list of such assets and services is contained in reference d.

m. In accordance with references b and c, officials delegated the authority to negotiate and conclude an ACSA or AOA agreement, an amendment, or IA, if appropriate will provide a certified true electronic copy with language certification, and a transmittal statement as required by paragraph 7.2 of reference c for all concluded agreements, to OSD General Counsel, and one copy (each) to the CJCS Legal Counsel and the Assistant Legal Advisor for Treaty Affairs, Department of State, not later than 20 days after such agreement or IA is signed. An electronic copy (preferably a PDF file) of the completed documents should also be submitted to the Joint Staff/J-4 at the same time.

7. ACSA Reporting. Detailed guidance on the frequency, format, and required information elements for ACSA reports is provided in reference g. In addition to those reporting requirements found in reference g, there may be additional reporting requirements under provisions of specified law or delegated authority, such as Section 1202 Authority reporting. AGATRS will be used as source for reporting.

8. Training. Reference b requires that personnel assigned responsibility by the DoD components or subunified commands for administering and implementing

ACSA/AOA agreements shall have the requisite knowledge and experience to carry out transactions in accordance with applicable law and DoD acquisition and financial management policy. To support this requirement, the Joint Staff, CCMDs, and their Service component or subunified commands (supported by the Military Departments) will each develop and maintain appropriate training programs, certification standards and records for all personnel involved in developing or executing ACSA/AOA agreements. This applies to DoD officials designated to execute ACSA/AOA orders, and to personnel providing legal, contracting, logistic, or financial management support. Classroom training augmented with Joint Knowledge On-line (JKO) training will be utilized. JKO course J3O P-US1293 "ACSA Overview" is intended for staff officers supporting and implementing the ACSA program, course J3O P-1295 "AGATRS Essentials" provides basic instruction for using AGATRS, and J3O P-US1294 "GOFO Essentials" provides an overview for senior leaders executing the ACSA program under their command. The JKO web site is [<https://jkodirect.jten.mil>] on the NIPRNET.

9. ACSA Order/Billing Official Designation. DoD agencies will designate ACSA order/billing officials in writing prior to execution of a transaction. Designation will confirm completion of ACSA training and AGATRS' account. Any additional guidance; specified operation, assignment termination date, or additional agency approvals required prior to execution will be included on the designation memorandum. DoD agencies will maintain a record of designated officials.

10. Billing and Payment Processes. All sites authorized to conduct supply and services for coalition forces or partner nation representatives must maintain a copy of the invoice and ensure that the document is uploaded into AGATRS.

a. In the event that AGATRS is down or cannot be interfaced, a spreadsheet will be created to capture all ACSA transactions with the appropriate information. The required minimum essential data elements are at Enclosure D, Appendix D-A-1/2.

b. It is the responsibility of the logistics representatives to ensure the standard order form is completed and signed by all parties prior to forwarding to CCMD or responsible component comptroller. Once the appropriate resource personnel have received the completed order form, they are responsible for financial processing. Resource personnel will be responsible for processing and certifying reimbursements to include payments of all outstanding orders. CCMDs or the responsible component will post all reimbursements into the financial system and forward copies to the Defense Finance and Accounting Service (DFAS) for further processing. The CCMDs or the responsible component will use the clearing document produced by DFAS in the service's finance system to close an order in AGATRS.

APPENDIX TO ENCLOSURE A

TABLE A-1-1. EXAMPLES OF SUPPORT PERMITTED UNDER ACSA

<u>Category of LSSS</u>	<u>Examples</u>
Food	U.S. forces feeding troops from ACSA countries or organizations and vice versa; acquisition or transfer of rations.
Billeting	ACSA countries or organizations providing billeting for U.S. troops; temporary shelter for U.S. or ACSA country or organization units; and hygiene services for both ACSA nation and U.S. troops.
Transportation	Moving personnel and equipment by air, land, or sea; moving one country's petroleum products in another nation's tanker; airlift of personnel to or within a theater of operations; one force providing another force with temporary use of general-purpose vehicles, with or without drivers.
Petroleum, Oil, and Lubricants (POL)	Refueling of equipment and vehicles of forces of an ACSA country or organization; RIK or EVE of POL with ACSA countries or organizations.
Clothing	Cold weather items (gloves, thermal underwear, socks) and protective clothing provided in an emergency during exercises or operations. Does not include provision of distinctive items of military uniform and insignia or clothing identified as significant military equipment in reference h.
Communication Services	Field radio operator support; use of base installation communications facilities and equipment; access to communications satellites; translation and interpretation services; computer hardware and software to include secure encryption when approved by OSD.
Medical Services	Furnishing or receiving health care services; emergency provision of medical supplies; use of medical facilities of another country during exercises, operations, or for mass casualties.

<u>Category of LSSS</u>	<u>Examples</u>
Ammunition	<p>Although most ammunition is categorized as Significant Military Equipment (SME) in the US Munitions List (reference h) and is therefore excluded for transfer under the ACSA, NDAA 2007 House Conference Report 109-702 updated the term “ammunition” under section 2350(1) of title 10, U.S. Code as: Transfer of small arms ammunition between forces on exercises when one side runs low and another has sufficient supplies with repayment in cash or kind [caution: repayment in cash must be with proper purpose funds which, in the case of ammunition, are procurements funds controlled at the Service level]; RIK of ammunition expended at allied ranges; exchange unit firing to determine compatibility of ammunition between nations and its suitability for use in different weapon systems; emergency acquisition of provisions of conventional ammunition (small arms, mortar, automatic cannon, artillery, and ship gun ammunition); bombs (fuel air explosive, general purpose, and incendiary); unguided projectiles and rockets; riot control chemical ammunition; land mines (ground-to-ground and air-to-ground delivered); demolition material; grenades; flares and pyrotechnics; and all items included in the foregoing, such as explosives, propellants, cartridges, propelling charges, projectiles, warheads (with various fillers such as high explosives, illuminating, incendiary, antimaterial, and antipersonnel), fuzes, boosters, and safe and arm devices, in bulk, combination, or separately packaged items of issue for complete round assembly; demolition munitions; training ammunition; cartridge and propellant-actuated devices; chaff and chaff dispensers; and expendable sonobuoys. Specifically excluded are the following: guided missiles; naval mines and torpedoes; nuclear ammunition and included items such as warhead, warhead sections, and projectiles; guidance kits for bombs or other ammunition; and chemical ammunition (other than riot control).</p>

<u>Category of LSSS</u>	<u>Examples</u>
Base Operations Support	Foreign country or international organization support of U.S. installations, maintenance of facilities, grounds keeping, perimeter security, laundry services, minor construction (construction under title 10, U.S.C., sections 2804, 2805, and 2803) incident to base operations support; support of units in exercises or operating from a collocated operating base. LSSS provided to U.S. Armed Forces from the resources of a foreign military installation and vice versa. Disposal services, to include LSSS, hazardous material, and hazardous waste.
Storage Services	Use of a foreign country's storage, maintenance, petroleum storage and pipeline system, and security services (i.e., warehousing); temporary storage of assets belonging to another ACSA country's armed forces.
Use of Facilities	One force receiving temporary use of a building on another ACSA country's base; temporary use of cold storage facilities; temporary use of mortuary facilities. Does not include paying for the use of facilities provided free of charge under host nation support, status of forces agreements, or NATO standardization agreements.
Training Services	Use of training ranges; orientation visits with ACSA country units; training U.S. and ACSA country forces in aircraft and vehicle cross-servicing (including uploading, fly away, and downloading of ammunition), use of flight simulators, target services, calibration of test equipment, and in-theater orientation and training of ACSA country pilots (subject to Service-specific regulations) in aerial refueling procedures.
Spare Parts and Components	Mutual spare parts support; replacement of defective radio equipment in aircraft or vehicles.
Repair and Maintenance Services	Servicing of aircraft and vehicles of one force at another force's bases; preventive maintenance services; calibration services; host country provision of vehicle maintenance services for weapons systems.
Port Services	Offloading U.S. or ACSA country equipment at foreign country ports of embarkation or debarkation; country equipment and petroleum products; temporary storage of offloaded equipment; minor vehicle maintenance, such as battery recharging or jump starting.

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## ENCLOSURE B

### RESPONSIBILITIES

1. Purpose. This enclosure summarizes the responsibilities of OSD, the Military Departments, and Defense Agencies for the ACSA authorities. It also prescribes responsibilities of the CJCS, and CCMDs and their Service component or subunified commands for the use of these authorities.

#### 2. Responsibilities

a. Office of the Secretary of Defense. OSD is the final policy and legal authority for the use of the ACSA authorities. Within OSD, OUSD (AT&L/IC) is the focal point for the ACSA program. Defense Procurement and Acquisition Policy is the focal point for the AOA program. Complete OSD ACSA-related responsibilities are prescribed in reference b. The most important of these are as follows:

(1) Consult with DoS and notify Congress before designating countries as authorized for cross-servicing agreements.

(2) Designate countries as authorized for cross-servicing agreements.

(3) Authorize the CJCS or other designees to negotiate and conclude AOA and ACSA agreements.

(4) Develop and maintain guidance with respect to accounting, pricing, internal control, and reporting of transactions for inclusion in reference g.

(5) Allocate to Defense Agencies their share of ceilings on ACSA acquisitions and transfers.

(6) Oversee legal reviews performed by DoD components with respect to the negotiation and conclusion of AOAs, ACSAs, and IAs.

(7) Approve retransfers of LSSS from the original foreign recipient to another foreign country or international organization.

(8) Utilize AGATRS to maintain a central DoD repository of all acquisition-only and cross-servicing agreements, and any associated IAs.

(9) Serve as the OSD proponent for AGATRS functionality and improvements.

b. The Military Departments and Defense Agencies. Complete Military Department and Defense agency ACSA-related responsibilities are prescribed in reference b; the most important of these include:

(1) Appoint a primary Logistics ACSA PM and a primary Finance ACSA PM. ACSA program managers are responsible for;

(2) Ensure ACSA personnel are trained to execute the ACSA program.

(3) Develop and maintain training programs for all personnel involved in managing or executing cross-servicing agreements or using acquisition-only authority. In addition, CCMDs and Services shall ensure training program uniformity (including AGATRS) among the components and subunified commands.

(4) Acquire LSSS under ACSA/AOA as appropriate.

(5) Negotiate and conclude IAs when designated as lead agent by the applicable CCMD.

(6) Where appropriate, assist service components in determining the source and value of reimbursement for LSSS that is acquired or transferred under a cross-servicing agreement.

(7) Establish controls to prevent exceeding the limitation of annual ceiling for credits and liabilities as provided in references a and g and any additional ACSA implementation guidance.

(8) Maintain and update, as required, a Service instruction on ACSA program guidance. Ensure instruction uniformity (including AGATRS) and written guidance is consistent with CCMD, JCS and OSD policy and guidance.

(9) Maintain financial and program records of all transactions under the ACSA authorities, as required in reference g.

(10) Provide reports on ACSA activity in accordance with references b and g.

(11) Provide oversight of the ACSA program and develop the training strategy for personnel assigned responsibility for administering and implementing AOA/ACSA. Services will ensure all personnel are trained with the requisite knowledge and experience to carry out ACSA transactions in accordance with applicable law and DoD acquisition and financial management policy. To support this requirement, the Services will institute awareness training into service schools to increase awareness amongst personnel and commanders alike. They will also utilize training tools offered through Joint Knowledge Online.

(12) Designate officials authorized to execute Service/Defense Agency level orders.

(13) Ensure applicable service supply systems software and procedures are in place to account for ACSA transactions.

c. Defense Finance and Accounting Service. DFAS provides centralized accounting and billing support for most ACSA transactions. Complete DFAS ACSA-related responsibilities are prescribed in reference g; the most important of these include the timely collection of ACSA invoices owed to the U.S. government and facilitate timely payments of ACSA invoices owed to foreign countries or international organizations.

d. Chairman of the Joint Chiefs of Staff. The CJCS shall:

(1) Negotiate and conclude cross-servicing agreements when authorized by OSD.

(2) Delegate to the CCMDs the authority to negotiate and conclude cross-servicing agreements.

(3) In accordance with references d and i, approve all IAs and ACSA orders that provide for the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support. A complete list of such items and services is contained in reference i.

(4) Provide program guidance.

e. Director, Joint Staff/J-4. The Director, Joint Staff/J-4, shall:

(1) Serve as the Joint Staff office of primary responsibility for the use of the AOA/ACSA authorities.

(2) Assemble and lead the Joint Staff team to negotiate and conclude ACSAs for which authority to negotiate and conclude was not further delegated. This team will include, at a minimum, a representative from the CJCS' Legal Counsel, the Joint Staff/J-5, and the affected CCMD(s).

(3) On behalf of the CJCS, review and approve proposed IAs or ACSA orders involving the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support in accordance with references d and i. This review shall be coordinated with the CJCS' Legal Counsel, the Joint Staff/J-5, and the Joint Staff/J-6.

(4) On behalf of the CJCS, delegate authority to negotiate and conclude AOA/ACSA to the CCMD after coordination with OSD.

(5) When requested by a CCMD, and in coordination with the Joint Staff/J-5 and the CJCS' Legal Counsel, nominate (for OSD consideration) countries for designation as being authorized for a AOA/ACSA.

(6) In coordination with the Joint Staff/J-5 and the CJCS' Legal Counsel, delegate to the CCMDs the authority to nominate (for OSD consideration) countries for designation as being authorized for a AOA/ACSA.

(7) Forward to OSD CCMD nominations of non-NATO countries to be designated as being authorized for a cross-servicing agreement.

(8) Review and forward to OSD written requests for retransfers of LSSS from the original foreign country or international organization recipient to another foreign country or international organization.

(9) Maintain and update, as required, a CJCS instruction on ACSA program guidance.

(10) In accordance with references b and c, provide two certified copies of each AOA, ACSA, amendment, and all IAs, if appropriate, negotiated by the CJCS (with language certification, if any, and the other information required by reference c) to the DoD General Counsel, and one copy to the DoS Assistant Legal Advisor for Treaty Affairs, not later than 20 days after such agreement has been signed by all parties.

(11) Maintain electronic copies of all signed AOA, ACSA and appropriate IAs.

(12) Organize and chair meetings of OSD, Military Department, CCMD, and other ACSA POCs to discuss legal, policy, financial, training, or other issues affecting the ACSA program.

(13) Serve as the Joint Staff proponent for AGATRS functionality and improvements.

f. Director, Joint Staff/J-5. The Director, J-5, shall:

(1) Provide a representative to the Joint Staff team negotiating and concluding cross-servicing agreements for which authority to negotiate and conclude has not been further delegated.

(2) Coordinate on the review of proposed IAs or ACSA orders that involve the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support identified in references d and i.

(3) Coordinate on CCMD requests to negotiate and conclude an AOA/ACSA.

g. Director, Joint Staff/J-6. The Director, J-6, shall coordinate on the review of proposed IAs or ACSA orders that involve the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support identified in references d and i.

h. Chairman's Legal Counsel. CJCS Legal Counsel shall:

(1) Provide a representative to the Joint Staff team negotiating and concluding AOA/ACSA agreements for which authority to negotiate and conclude has not been further delegated.

(2) Provide legal review of proposed IAs or ACSA orders that involve the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support identified in references d and i.

(3) Provide legal review of CCMD requests to negotiate and conclude AOA/ACSA agreements.

(4) On behalf of the CJCS, provide legal guidance as to the scope and type of allowable ACSA transactions.

i. Combatant Commanders. Combatant Commanders shall:

(1) Acquire LSSS under AOA/ACSA.

(2) When authorized by the CJCS, negotiate and conclude AOA/ACSA agreements as a lead agent.

(3) Coordinate with affected CCMDs the negotiation, conclusion, and execution of cross-servicing agreements and IAs that involve more than one CCMDs geographic or functional area of responsibility.

(4) Negotiate IAs on behalf of DoD components that are not subordinate to the CCMD in question, or delegate this authority to another DoD component or CCMD Service component or subunified command. Note: Upon CCMD approval, Defense Logistics Agency (DLA) Energy, as the DoD Executive Agent for bulk petroleum, shall negotiate and conclude fuel IAs in support of CCMD requirements for product, support, and services.

(5) Forward for review and approval by the Joint Staff all IAs or ACSA orders that involve the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support identified in references d and i.

- (6) Determine the non-NATO countries from which DOD may acquire LSSS under AOA/ACSA authority.
- (7) Nominate to the Joint Staff/J-4 non-NATO countries for designation as authorized for an AOA/ACSA.
- (8) Provide guidance as to the permitted type and volume of ACSA transactions to CCMD Service component or subunified commands.
- (9) Forward to Joint Staff/J-4 written requests for retransfers of LSSS from the original foreign country or international organization recipient to another foreign country, international organization, or foreign government entity (other than the original recipient).
- (10) In accordance with references b and c, provide certified electronic copies of each AOA, ACSA, amendment, or IA, if appropriately negotiated by the CCMD (with language certification letter, if any, and the other information required by reference c) to the DoD General Counsel, and one copy to the DoS Assistant Legal Advisor for Treaty Affairs, not later than 20 days after such agreement has been signed by all parties. An additional electronically scanned copy (PDF format preferred) of the agreement and the language certification letter should be submitted to the Joint Staff/J-4 at the same time.
- (11) Provide guidance for training programs and ensure certification for all CCMD personnel involved in managing or executing AOA and ACSA authority. In addition, CCMDs shall ensure training program uniformity (including AGATRS) and certification among the Service component and subunified commands.
- (12) Appoint a primary Logistics ACSA PM and a primary Finance ACSA PM, and will submit reports to the CJCS identifying all ACSA transactions as required.
- (13) Ensure ACSA personnel are trained to execute the ACSA program.
- (14) Ensure ACSA personnel take the lead on ACSA requirements within their Component. In the event of multiple component involvement on a requirement, CCMDs will identify a lead Component.
- (15) Maintain and update the AGATRS database with all CCMD initiated ACSA transactions and documentation. Note: DLA Energy shall maintain and update the AGATRS database for all fuel IAs and standalone ACSA order transactions negotiated and concluded by DLA Energy.
- (16) Enter all AOA/ACSA transactions into the AGATRS database, keeping AGATRS current with all order information. Also enter all IAs into the database after they are signed.

(17) Develop internal procedures to account for financial resource aspects of ACSA transactions. In addition, CCMDs shall support DFAS responsibilities described in paragraph 2c (1) and (2) of this enclosure.

(18) Designate officials authorized to execute CCMD level orders.

(19) Maintain and update, as required, a CCMD instruction on ACSA program guidance.

j. Commanders of the CCMD Service Component and Subunified Commands. These commanders shall:

(1) Appoint a primary Logistics ACSA PM and a primary Finance PM.

(2) Acquire and/or transfer LSSS under AOA/ACSA authority, in accordance with the procedures contained in this instruction and any additional program guidance provided by the responsible CCMD.

(3) Forward for review and approval to the CCMD all IAs or ACSA orders that involve the transfer or use of specific subcategories of military communications, equipment, systems, procedures, and other support identified in references d and i.

(4) In coordination with the responsible CCMD, determine the source and value of reimbursement for LSSS that is acquired or transferred under an AOA/ACSA and any IAs.

(5) Develop, maintain, and provide reports from financial and program records of all ACSA transactions to support ACSA reporting requirements in accordance with references b, g, j, k, and l and applicable Military Department guidance.

(6) Develop and maintain component-specific training programs for all command personnel managing or executing AOA and ACSA authority.

(7) Maintain and update the AGATRS database with all AOA/ACSA transactions and documentation.

(8) Components and subunified commands will manage and provide oversight of the ACSA program, develop the training strategy, and determine certification standards for personnel assigned responsibility for administering and implementing AOA/ACSA authority. Components and subunified commands will ensure all personnel are trained with the requisite knowledge and experience to carry out ACSA transactions in accordance with applicable law and DoD acquisition and financial management policy. To support this requirement, the CCMDs will ensure appropriate guidance is in place.

(9) Designate officials authorized to execute CCMD Service Component and Subunified level orders.

ENCLOSURE C

PROCEDURES FOR DEVELOPING  
ACQUISITION-ONLY AGREEMENTS, CROSS-SERVICING AGREEMENTS, AND  
IMPLEMENTING ARRANGEMENTS

1. Purpose. This enclosure prescribes procedures for developing, negotiating, and concluding AOA, ACSA, and IAs with eligible foreign countries or international organizations. It also includes procedures for nominating non-NATO countries for designation as authorized for a cross-servicing agreement. In developing and negotiating AOA, ACSA, and IAs, DoD components must comply with the provisions of references c and d and this instruction.

2. Determination of Acquisition-Only Eligibility. Eligibility criteria, nomination, and approval process is the same for AOA and ACSA.

3. Developing, Negotiating, and Concluding Acquisition-Only Agreements. AOA will follow the same process as ACSA for development, negotiations, and conclusion. CCMDs will use the current AOA template to negotiate.

4. Nominating Countries for Cross-Servicing Agreement Authorization

a. Subparagraph 2i (7) of Enclosure B delegates to the CCMDs the authority to nominate non-NATO countries and international organizations for designation as being authorized for AOA and ACSA.

b. CCMDs nominating non-NATO countries or international organizations for eligibility shall forward such nominations in writing to the Joint Staff/J-4 for review and forwarding to OSD. Each nomination will be forwarded under separate memorandum and will contain the following information:

(1) The name of the nominated country or international organization.

(2) If applicable, the operation, exercise, or other projected requirement supported by the proposed transfers of LSSS.

(3) The strategic and/or operational benefits that will accrue to the United States.

(4) A statement that the designation of the nominated country or international organization is in the best interests of U.S. national security.

(5) Meets the one of more of the criteria in subparagraph 3.b of Enclosure A.b.

- c. The nomination will be accompanied by a legal review from the nominating CCMD staff judge advocate.
- d. CCMDs should allow a minimum of 60 days for processing of cross-servicing agreement designation nominations.
- e. The Joint Staff/J-4 will review and coordinate the CCMD nomination among other Joint Staff elements, including the J-5 and the CJCS' Legal Counsel. The nominating CCMD may be asked for clarification or additional information to strengthen the rationale for the nomination.
- f. On completion of Joint Staff coordination, the Joint Staff/J-4 will forward the nomination to the OUSD (AT&L)/IC for review and consultation with DOS. If OSD decides to support the nomination, OUSD (AT&L/IC) will provide 30 days advance notification to the Committees on Armed Services and Foreign Relations of the U.S. Senate and the Committees on Armed Services and International Relations of the U.S. House of Representatives.
- g. Once the 30-day congressional notification period has expired without congressional objection, the OUSD (AT&L)/IC will notify the Joint Staff/J-4 that the nominated country or international organization eligibility has been approved. Joint Staff/J-4 will inform the nominating command via memorandum. Once informed, the nominating CCMD may initiate negotiations.

## 5. Developing, Negotiating, and Concluding Cross-Servicing Agreements

### a. Create the Proposed Draft Agreement

(1) The first step in the process is the preparation and approval of the U.S. draft. The baseline for both AOA and ACSA negotiations is the current OSD/DOS approved negotiating text. These documents are available in electronic format on the Joint Staff/J-4 unclassified Web site at reference m. That format should be adapted to the foreign country or international organization in question (filling in blanks as appropriate).

(2) Because the "template" has been approved for negotiation, no additional approvals are necessary at this stage before the draft is presented to the foreign country or international organization. If, however, in adapting the template to the foreign country or international organization, any substantive changes have been made to the template, the CCMD request to conclude may be delayed. Correction of typographical or grammatical errors does not normally constitute a "substantive" change; however, paraphrasing may well be substantive in nature.

b. Organize U.S. Negotiating Team

(1) The next step in the process is organization of the U.S. negotiating team. The responsible CCMD ACSA PM usually coordinates this step, which should include, at a minimum, the ACSA PM as lead negotiator. The CCMD's legal counsel may be included as appropriate. Representatives from the J-5 country desk team, Joint Staff and/or Service component, or subunified commands may be included for complex or politically sensitive agreements. In addition, the CCMD ACSA PM should coordinate with the U.S. country team, which may provide an observer to the negotiations.

(2) Before commencing negotiations, the lead negotiator should meet with the U.S. negotiating team and the U.S. country team to obtain information on anticipated foreign country or international organization positions, understand other party timeline/staffing process, identify any potentially contentious issues, and develop strategies for resolving them. Note: Country clearances and visas may be required if the negotiations are to take place in another country; sufficient lead-time should be allowed to obtain any required clearances or visas.

c. Conduct Negotiations and Prepare Revised Draft English Version of the Agreement

(1) The U.S. lead negotiator will coordinate with the U.S. country team to schedule the time and location for the negotiations. The draft text—along with a briefing, if desired—should be presented to the foreign country or international organization by the U.S. country team sufficiently prior to the commencement of negotiations to allow the foreign country or international organization time to study the draft, consider host country domestic law and regulations that may apply, and be prepared for negotiations.

(2) During negotiations, if the foreign country or international organization requests any major changes, the U.S. negotiator may contact Joint Staff/J-4 informally (including by telephone or e-mail) for guidance and further instructions. Joint Staff/J-4 may consult informally within the inter-agency process and provide alternative wording or other instructions.

(3) As a result of the negotiations, the U.S. negotiator may agree to proposed modifications to the DoD-authorized agreement text on the condition that the changes will not be binding until approved by the Joint Staff and OSD. The legal term for this “agreement to text subject to staffing and approval” is *ad referendum*.

(4) On completion of negotiations, both parties will staff the negotiated draft within their respective organizations as required. The U.S. team will prepare a draft English version of the agreement, which will be used as the basis for staffing to ensure both sides are staffing the same text.

d. Coordinate With the Joint Staff/J-4 Regarding Need for Informal Review of Draft Agreement

(1) Once the proposed final draft of the agreement has been agreed to *ad referendum*, the CCMD ACSA PM may request an informal review of the draft agreement at the Joint Staff level. If such a review is desired by the CCMD ACSA PM, the PM will forward the proposed final draft of the agreement and any supporting documentation via e-mail to the Joint Staff/J-4. Joint Staff/J-4 will coordinate an informal policy and legal review of the draft agreement within the Joint Staff.

(2) Upon completion of the review, the Joint Staff/J-4 will return the draft agreement to the responsible CCMD ACSA PM, if changes are necessary, with direction for further changes in the draft agreement. This step may be conducted by telephone or through e-mail.

e. Modify Draft (If Necessary) and Resubmit to Foreign Country or International Organization. The CCMD ACSA PM will revise the draft cross-servicing agreement in accordance with the guidance provided by the Joint Staff/J-4 (if changes are necessary) and resubmit the agreement through U.S. country team channels to the foreign country or international organization. Additional coordination with the Joint Staff/J-4, U.S. country team, and foreign country or international organization may be required to develop a mutually acceptable version of the agreement.

f. Submit to Joint Staff/J-4 and OSD with Request to Conclude

(1) Once both negotiating teams have approved the revised draft agreement *ad referendum*, the CCMD ACSA PM will submit via e-mail to the Joint Staff/J-4 the revised proposed draft agreement with a request for authority to conclude. This request will include the following documents:

(a) A memorandum in PDF format from the CCMD J-4 or other designated official requesting authority to conclude.

(b) One clean copy and one "line-in, line-out" copy of the agreement indicating deviations from the authorized template, along with supporting rationale for each proposed deviation (which may be imbedded in the "line-in, line-out" version of the agreement), in .doc or .rtf format.

(c) A legal memorandum in PDF format stating the constitutional, statutory, or other legal authority available to carry out each obligation proposed to be assumed by the U.S. in the agreement, and an explanation of other relevant legal considerations to include any significant deviations to the approved template.

21 May 2015

(2) The Joint Staff will forward the agreement package and request to conclude to the OUSD (AT&L)/IC ACSA focal point, which will coordinate a legal, policy, and financial review of the package within OSD.

(3) Upon completion of OSD coordination, OUSD (AT&L/IC) will forward the proposed package to DoS.

(a) At the completion of this process, OUSD (AT&L/IC) will issue a memorandum granting authority to conclude the agreement to the Joint Staff or its designated agent. Any required changes to the text of the agreement will also be provided with the OUSD (AT&L)/IC delegation memorandum. OSD approval to conclude is valid for 1 year, without further coordination.

(b) If OUSD (AT&L/IC) declines to grant authority to conclude, it will issue a memorandum declining to grant the authority to conclude, with the rationale, to the Joint Staff.

(4) If changes to the *ad referendum* agreement text are required as a condition for approval to conclude, the CCMD ACSA PM will revise the draft text in accordance with the direction in the memorandum and resubmit the agreement through U.S. country team channels to the foreign country or international organization. Additional coordination with the Joint Staff/J-4, U.S. country team, and foreign country or international organization may be required to develop a mutually acceptable version of the agreement.

g. Re-delegate Authority to Conclude. Upon receipt of the OUSD (AT&L/IC) delegation memorandum, the Joint Staff/J-4 will generally re-delegate the authority to conclude the agreement to the responsible CCMD J-4 ACSA PM. In exceptional situations, the Joint Staff/J-4 will retain the authority to conclude on behalf of the CJCS.

h. Obtain and Certify Foreign Translation of Agreement

(1) On receipt of authority to conclude, and agreement by the foreign country or international organization to any required text changes, the CCMD ACSA PM will prepare a final English version of the agreement and provide it to the foreign country or international organization through U.S. country team channels. The foreign country or international organization is then responsible for preparing a version in its native language, if the agreement is to be signed in two different language versions.

(2) Once the translated version of the agreement has been received, if both language versions of the document are to be considered equally authentic, the CCMD ACSA PM must arrange for an official certification that the foreign language text and the English language text are in conformity with each other, and that both texts have the same meaning in all substantive respects. The certifying official must be designated as qualified, consistent with local practice,

as specified in paragraph 8.11 of reference c. The certifying official may need to discuss the translation with the foreign country or international organization and obtain mutually agreed-upon adjustments to the translation in order to make this certification. The foreign language text must be certified before it is signed by the U.S. signatory. Language certification is not required if the English version is to be considered the controlling document.

i. Conclude (Sign) Agreement. For purposes of military engagement, it is often preferable to have a contemporaneous mutual signing of the agreement—a “signing ceremony.” However, when a signing ceremony is impracticable or undesirable, the following process will be used when possible.

(1) Once the foreign language certification has been completed, the CCMD ACSA PM will forward both English and foreign language versions of the agreement through U.S. country team channels to the foreign nation or international organization signatory authority for signature. Upon return of both copies, signed by the foreign country or international organization, the ACSA PM will then forward both versions to the U.S. signatory authority for signature. There is no required signature level, but it is customary that U.S. and foreign nation or international organization signatories are of approximately equal rank or position. Upon signature by the U.S. signatory, the CCMD ACSA PM will promptly forward through U.S. country team channels one copy (each) of the English language and foreign language versions of the agreement, signed by both parties, to the foreign nation or international organization.

(2) The CCMD ACSA PM will also ensure that certified copies of the agreement, signed by both parties and in both languages, are submitted in a timely manner to the offices and organizations specified in paragraph 7.2 of reference c and Enclosure C of reference d. The ACSA PM will also ensure compliance with all other post-signature processing requirements of these references. Local CCMD regulations may require additional copies to be provided to other DoD elements, such as the designated CCMD international agreements repository (usually the staff judge advocate). The ACSA PM will also provide one electronically scanned copy (PDF format preferred) of the signed agreement and the language certification (if any) to the Joint Staff/J-4 at the same time.

## 6. Amending a Cross-Servicing Agreement

a. The process of amending an ACSA is the same as for a new agreement. The CCMD ACSA PM must coordinate and request OSD and Joint Staff authority to conclude all amendments as described above.

b. There is no preapproved “template” for amendments because they are dependent on individual circumstances. The draft should be developed in close coordination with the supporting staff judge advocate.

c. Foreign language certification and distribution requirements also apply to amendments.

7. Developing and Concluding Implementing Arrangements. IAs may be developed along with or separately from the parent ACSA. The process is structurally similar to the ACSA process, although the review and approval authorities differ because negotiation of IAs is usually delegated to CCMDs.

a. Create the Proposed Draft IA

(1) Generally IAs are not required unless requested by one of the parties to the ACSA. Unlike ACSA, IAs do not have a preapproved template because they are situation-specific. IAs may be lengthy or only a page or two. They may be developed for a particular type of logistic support that requires lengthy specifications or statements of work (e.g., a menu of base operations support tasks or specifications for a fuels RIK agreement). IAs may also be used to support a particular operation or location (e.g., where authority to enter into ACSA orders is to be delegated to a joint task force logistics officer for support to the task force, or to an exercise officer for exercise support).

(2) All IAs must include the following information:

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

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

(c) The type(s) of LSSS covered by the IA (it could be all that are authorized under the ACSA, or any subset thereof).

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

(e) U.S. and foreign country or international organization POCs authorized to place and receive orders under the IA and to collect and make payments.

(3) The draft should be developed in close coordination with the supporting staff judge advocate and staffed through interested offices within the command. Once this has been completed, the draft must be staffed within the U.S. side to the CCMD for authority to negotiate.

(4) CCMDs may negotiate IAs themselves or may grant authority to the requesting command or designee to negotiate (or to negotiate and conclude).

b. Organize U.S. Negotiating Team

(1) The responsible CCMD ACSA PM or the ACSA PM of the command-delegated authority to negotiate the IA usually organizes the team that should include, at a minimum, the lead negotiator, ACSA PM (if not the lead negotiator) may also include command legal counsel as appropriate. Representatives from other affected organizations may be included. For IAs that affects more than one CCMD's geographic or functional responsibility, representatives of these commands may also be included. In addition, the negotiating command's ACSA PM should coordinate with the U.S. country team, which may provide an observer or advisor to the negotiations.

(2) Before commencing negotiations, the lead negotiator should meet with the U.S. negotiating team and the U.S. country team to obtain information on anticipated foreign country or international organization positions, identify any potentially contentious issues, and develop strategies for resolving them. Note: Country clearances and visas may be required if the negotiations are to take place in another country; sufficient lead-time should be allowed to obtain any required clearances or visas.

c. Conduct Negotiations and Prepare Revised Draft English Version of the Agreement

(1) The U.S. lead negotiator will coordinate with the U.S. country team to schedule the time and location for the negotiations. The draft text, along with a briefing if desired, should be presented to the foreign country or international organization by the U.S. country team sufficiently prior to the commencement of negotiations to allow the foreign country or international organization time to study the draft, consider host country domestic law and regulations that may apply, and prepare for negotiations.

(2) As a result of the negotiations, the U.S. negotiator may agree to proposed modifications to the text approved for negotiations on the condition that the changes will not be binding until approved by appropriate authority. As noted above, the legal term for this "agreement to text subject to staffing and approval" is "*ad referendum*."

(3) On completion of negotiations, the U.S. team will prepare an English version of the negotiated text. Any deviations from the text approved for negotiation should be clearly noted and rationale provided.

d. Coordinate Draft Within Combatant Command

(1) Once the negotiation has been completed, the CCMD ACSA PM will coordinate the document at the CCMD level in accordance with applicable command guidance. This step may include coordination with Service component or subunified command headquarters.

(2) Draft IAs that affects other CCMDs' geographic or functional area of responsibility must be coordinated with the affected commands.

e. Forward Selected IAs to Joint Staff/J-4 for Review and Coordination

(1) Drafts IAs that fall within the scope of the ACSA do not require the prior approval of, or coordination with, the Joint Staff, OSD, or DoS, prior to negotiation and conclusion. Unless specifically advised otherwise by the Joint Staff/J-4, drafts of the following IAs will be submitted to that office for review and approval by the Joint Staff prior to being initially tendered to a foreign country or international organization and, once conditionally agreed to by the foreign country or international organization, before the IA can be concluded:

(a) IAs having policy significance, as defined in references c and d.

(b) IAs that envision the transfer or use of specific subcategories of military communications assets and related services. A list of such assets and services is contained in reference d.

(c) Any other IA for which the authority to negotiate or conclude has been withheld by, or specifically reserved to, the CJCS or OSD.

(2) If there is any question concerning the appropriate level at which a proposed IA should be reviewed and/or approved, the CCMD ACSA PM should consult the Joint Staff/J-4.

(3) The Joint Staff/J-4 shall coordinate the proposed IA with the CJCS' Legal Counsel, the Joint Staff/J-5, and the Joint Staff J-section with staff responsibility for the LSSS in question.

(4) Upon completion of Joint Staff coordination, the Joint Staff/J-4 will return the proposed IA to the responsible CCMD ACSA PM with direction for further changes (if any) in the draft agreement.

f. Modify Draft and Resubmit to Foreign Country or International Organization. Upon completion of CCMD and, if necessary, Joint Staff coordination, the responsible CCMD ACSA PM (or the negotiating command's ACSA PM) will incorporate changes made to the IA and resubmit the IA through U.S. country team channels to the foreign country or international organization.

g. Obtain and Certify Foreign Translation of IA

(1) Upon receipt of authority to conclude an agreement by the foreign country or international organization to any required text changes, the CCMD (or negotiating command) ACSA PM will prepare a final English version of the agreement and provide it to the foreign country or international organization through U.S. country team channels. The foreign country or international organization is then responsible for preparing a version in its language if the agreement is to be signed in two language versions.

(2) Once the translated version of the agreement has been received, the CCMD ACSA PM must arrange for an official certification that the foreign language text and the English language text are in conformity with each other, and that both texts have the same meaning in all substantive respects. The certifying official must be designated as qualified, consistent with local practice, as specified in paragraph 8.11 of reference c. The certifying official may need to discuss the translation with the foreign country or international organization and obtain mutually agreed upon adjustments to the translation in order to make this certification. The foreign language text must be certified before it is signed by the U.S. signatory.

h. Conclude (Sign) IA. For purposes of military engagement, it is often preferable to have a contemporaneous mutual signing of the agreement—a “signing ceremony.” However, when a signing ceremony is either impracticable or undesirable, the following process will be used when possible.

(1) Once the foreign language certification has been completed (and authority to conclude has been granted, if applicable), the CCMD (or concluding command) ACSA PM will forward both English and foreign language versions of the arrangement through U.S. country team channels to the foreign country or international organization signatory authority for signature. Upon return of the copies signed by the foreign country or international organization, the ACSA PM will forward both versions to the U.S. signatory authority for signature. There is no required U.S. signature level, but it is customary that the U.S. and foreign nation or international organization signatories are of approximately equal rank or position. Upon signature by the U.S. signatory, the CCMD (or concluding command) ACSA PM will promptly forward through country team channels one copy of both the English and foreign language versions of the agreement, signed by both parties, to the foreign nation or international organization.

(2) When required the CCMD ACSA PM will also ensure certified copies of the IA, signed by both parties and in both languages, are submitted in a timely manner to the offices and organizations specified in paragraph 7.2 of reference c and Enclosure C of reference d. The ACSA PM will also ensure compliance with all post-signature processing guidelines detailed in those

references. Local CCMD regulations may require additional copies be provided to others, such as the designated CCMD international agreements repository (usually the staff judge advocate). The ACSA PM will also provide one electronically scanned copy (PDF format preferred) of the signed agreement and the language certification letter to the Joint Staff/J-4 at the same time.

#### 8. Amending an IA

a. The process of amending an existing IA is the same as for a new arrangement. Depending on the extent of the desired changes, it may be possible to agree on amendments through e-mail or by telephone, in lieu of direct face-to-face negotiations. However, the CCMD ACSA PM must coordinate the proposed IA as described above. Any IA amendments that affect other CCMDs must be coordinated with those commands and the Joint Staff prior to conclusion. Foreign language certification and distribution requirements for the concluded agreement also apply to IA amendments.

b. CCMDs should review all POC annexes to existing IAs at least annually. Copies of the changed POC annexes will also be provided to the other party through U.S. country team channels. Changes to IA POC annexes do not require coordination at the Joint Staff level.

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## ENCLOSURE D

### EXECUTION PROCEDURES

1. Purpose. This enclosure prescribes procedures for executing ACSA transactions under AOA and ACSA authority. Reference b requires Secretaries of the Military Departments, or their designees, to be responsible for establishing appropriate oversight procedures as well as keeping and maintaining financial and program records of all ACSA transactions. These procedures may be supplemented or adjusted to reflect conditions or requirements unique to a geographical or functional CCMD, its Service component or subunified commands, or a specific operation.

2. Scope. The ACSA program is intended to be executed at the lowest organizational level by designated ACSA officials, primarily at the CCMD Service component or subunified commands. This enclosure prescribes procedures for acquiring LSSS under AOA and for three forms of LSSS transfer under cross-servicing agreement authority: transfer for cash reimbursement; transfer for RIK or EVE reimbursement; and loan/lease for cash, RIK, or EVE reimbursement. This enclosure also addresses open-ended ACSA orders and prescribes procedures for requesting approval of third-party transfers under ACSA.

#### 3. Acquisition of LSSS Under Acquisition-Only Authority

##### a. Identify Logistics Requirement and Appropriate Procurement Mechanism

(1) The first step in the acquisition process is to identify the type, quantity, and timing of U.S. Armed Forces' logistics requirements. These requirements are normally identified and refined at the CCMD, Service component, or subunified command level by the responsible command or unit logistics elements in coordination with the official designated as the ACSA ordering authority or a warranted contracting officer.

(2) Once the U.S. logistics requirement is defined, the responsible ACSA ordering authority, in coordination with command legal counsel and contracting officials if necessary, confirms that the required support falls within the scope of LSSS permitted under the ACSA authorities and that the required goods or services are not reasonably available from U.S. commercial sources under the current circumstances.

(3) If the conditions specified in subparagraph 3.a. (2) can be met, the designated ACSA ordering authority proceeds to the next step in the transaction.

b. Negotiate the Terms and Conditions of the AOA Order

(1) Acquisitions of LSSS under AOA agreements may be executed through contracts negotiated by warranted contracting officers using the general procurement authority of chapter 137 of title 10, U.S.C., in conjunction with title 10, U.S.C. Chapter 138, sections 2341 and 2343. All contracts that use chapter 137 authority must be executed by warranted contracting officers in accordance with the applicable DoD and Military Department procurement regulations.

(2) Acquisitions of LSSS using an AOA agreement may be executed through a standard ACSA order form. ACSA ordering authorities are encouraged to consult with a warranted contracting officer for complex or high-value transactions.

(3) Before execution of the contract or other acquisition order, the responsible contracting officer or ordering authority will ensure the availability of reimbursement means (appropriated funds or exchange of LSSS) for the LSSS to be acquired. The ACSA order form or other agreement will specify the form of reimbursement.

c. Receive LSSS

(1) As the requested LSSS is delivered to U.S. Armed Forces, the responsible ordering authority or contracting officer or designee verifies partial or complete delivery of the LSSS in accordance with the provisions of the contract or AOA agreement. This step is documented on the standard ACSA order form.

(2) Once delivery of LSSS is verified, the responsible ordering authority or contracting officer or designee informs the responsible Service component or subunified command resource management element. This office may then initiate payment processing via the appropriate Service or agency financial management system.

d. Reimburse Foreign Country or International Organization

(1) Reimbursement for LSSS acquired under AOA is processed in accordance with the terms of the relevant contract or acquisition agreement. DFAS, in coordination with the Service component or subunified command resource management element, is usually responsible for the receipt, validation, and payment of foreign invoices for LSSS acquired. Reimbursement in cash must be with the proper purpose funds (i.e., right color of money) for the LSSS acquired.

(2) For acquisitions to be reimbursed through RIK or EVE, once the receipt of LSSS is verified, the designated U.S. ACSA official will initiate the

21 May 2015

order of LSSS to be used as reimbursement through the supply system of the providing Service component or subunified command. This step may involve coordination with one or more logistics or contracting officials of the responsible Service component or subunified command. To the maximum extent possible, Service component or subunified command personnel should use existing standard supply and contracting systems and processes for obtaining LSSS used as reimbursement. This also applies to LSSS to be provided by private vendors under contract to DoD components for ongoing logistics support to U.S. Armed Forces.

(3) Military airlift, sealift, and other forms of transportation services provided or funded by USTRANSCOM as reimbursement under an ACSA order or contract will be requested in accordance with the procedures described in reference n. The DoD official acquiring from a foreign country or international organization to provide LSSS that will be reimbursed by services provided or funded by USTRANSCOM will provide USTRANSCOM with the funding information necessary to ensure reimbursement of the Transportation Working Capital Fund (TWCF).

(4) AOA transactions in which the U.S. reimburses a providing foreign country or international organization through RIK or EVE will be documented on a standard ACSA order form and entered into AGATRS.

#### 4. Transfer of LSSS Under Cross-Servicing Agreement Authority

a. Transfer of LSSS for Cash Reimbursement. The following procedures apply to the transfer of LSSS from U.S. Armed Forces to foreign countries or international organizations or vice versa under an ACSA for cash reimbursement.

##### (1) Identify Logistics Requirement and Appropriate Transfer Mechanism

(a) The first step in the ACSA transfer process is to identify the type, quantity, and timing of the U.S., foreign country, or international organization logistics requirement. For the U.S., these requirements are normally identified and refined at the CCMD Service component or subunified command level by the responsible command logistics elements, in coordination with the designated ACSA official.

(b) Once the logistics requirement is defined the designated ACSA official, in coordination with command legal counsel and contracting officials (if necessary), confirms that the required support falls within the scope of LSSS permitted under the ACSA authorities and is not otherwise inappropriate under ACSA (e.g., foreign disclosure and unusual liability). If the U.S. is acquiring LSSS, the U.S. ACSA POC must determine if the required goods or services are not reasonably available from U.S. commercial sources, taking into consideration all relevant circumstances (e.g., timeliness, costs, purpose of

exercise or operation, and location). Transactions must also align with U.S. national interests and the U.S. commander's requirements.

(2) Negotiate the Terms and Conditions of the ACSA Order

(a) Once the transfer is deemed to be an appropriate ACSA transaction, the designated ACSA official and foreign country or international organization counterpart will negotiate the terms and conditions of the ACSA order. These will address, at a minimum, the type, quantity, delivery location and schedule, billing information, and price of the LSSS to be transferred. Due to the binding nature of the ACSA order, both parties will make every effort to agree on a firm fixed price for the requested support. Failing that, a "not to exceed" amount will be specified in the order. Additional DoD guidance on pricing LSSS under ACSA is provided in references g and i.

(b) ACSA orders requesting military airlift, sealift, and other forms of transportation services provided or funded by USTRANSCOM, or that require the provision of such services as a form of reimbursement for LSSS received from a foreign country or international organization, shall be forwarded to USTRANSCOM for review and approval.

(3) Initiate ACSA Transaction

(a) Once both parties have agreed on the terms and conditions of the ACSA order, they initiate the transaction by completing all required parts of the ACSA order form specified in the relevant cross-servicing agreement or IA. If this form is deemed inadequate, it can be replaced by a substitute form or supplemented with additional documents (specifications, statements of work, etc.), so long as the minimum essential data elements specified in the underlying cross-servicing agreement or IA are provided. A replacement form or supplemental documents may be in any form or media (written or electronic) permitted by the underlying cross-servicing agreement or IA. Once the form is completed and signed by both parties, it constitutes a binding international commitment.

(b) If the U.S. is acquiring LSSS for payment in cash, the designated ACSA official will coordinate with the responsible Service component or subunified command resource management element before signing the ACSA order form to obtain fund certification for the dollar value of the order. The fund cite with the required certification will be noted on the ACSA order form. At the same time, the responsible component resource management element will enter the ACSA order as a commitment and obligation into the relevant financial management system. Reimbursement in cash must be with the proper purpose funds (i.e., right color of money) for the LSSS acquired. If the U.S. is transferring the LSSS for payment in cash, the

ACSA order form should reflect the fund cite of the burdened account to which the reimbursement should be credited.

(c) In the event that incorrect pricing information is noted on the order form, the designated ACSA official should resolve the situation informally with recipient foreign country or international organization ACSA POCs as soon as possible -- ideally before any or all of the requested LSSS is delivered and accepted. This may require amending the order, or canceling it and executing a new order with the correct pricing data. Once the LSSS has been delivered and accepted per the standard ACSA process, it may be difficult to correct the discrepancy.

(4) Initiate Order of LSSS

(a) Once the order is signed by both parties, the U.S. ACSA POC will initiate the order of LSSS (for U.S.-provided support) through the supply system and process of the providing organization. This step may involve coordination with one or more logistics or contracting officials of the responsible Service component or subunified command. To the maximum extent possible, Service component or subunified command personnel should use existing standard logistics and/or contracting systems and processes for providing support under cross-servicing agreements. This applies also to ACSA orders for LSSS to be provided by private vendors contracted by DoD components to provide ongoing logistics support to U.S. Armed Forces.

(b) Military airlift, sealift, and other forms of transportation services provided or funded by USTRANSCOM under an ACSA order will be requested in accordance with the procedures described in reference n.

(5) Deliver LSSS and Verify Delivery and Receipt

(a) For support provided by the U.S., LSSS specified in an ASCA order is delivered from current DoD inventory through the Service component or subunified command supply system, directly from U.S. logistics elements, or from contracted vendors according to the schedule defined in the order. At the time of complete or partial delivery of LSSS, the designated ACSA official obtains verification from the requesting foreign country or international organization that the LSSS has been delivered and accepted. This step is documented on the ACSA order form.

(b) Once the receiving party has verified delivery and acceptance of LSSS, the designated ACSA official will provide a copy of the completed ACSA order form to the responsible Service component or subunified command resource management element, which updates the Service financial management system to initiate billing and collection. A copy of the completed ACSA form will also be provided to the receiving party, and will serve as the invoice that the transaction is complete, pending reimbursement.

21 May 2015

(c) In the case of partial deliveries, steps (5)(a) and (5)(b) will be repeated for each partial delivery until the entire order has been completed. After each partial delivery the order should be updated in the AGATRS system to reflect the delivery and adjust the remaining balance. Each partial delivery should also be scanned and uploaded as an attachment and added to the order in AGATRS.

(6) Bill and Collect Reimbursement for LSSS Provided by the United States

(a) Upon receipt of the completed ACSA order form, the Service component or subunified command resource management element will update the appropriate financial management systems and forward the ACSA order form to the DoD organization identified in the cross-servicing agreement or IA for billing and collection.

(b) Upon receipt of the ACSA order form, the DoD billing element (e.g., DFAS) generates the necessary bills (generally a Standard Form 1080, Voucher for Transfers Between Appropriations and/or Funds) and transmits them to the payment office specified in the cross-servicing agreement, IA, or ACSA order. Once reimbursement is received, the DoD billing element (e.g., DFAS) will update its internal accounting and financial management systems and credit the DoD appropriation cited in the respective bill.

b. Transfer of LSSS for RIK or EVE. The procedures described below apply to the transfer of LSSS from U.S. Armed Forces to a foreign country or international organizations for RIK or EVE reimbursement.

(1) Identify Logistics Requirement and Appropriate Transfer Mechanism. The process of identifying the logistics requirement and the appropriate transfer mechanism for a transfer of LSSS for RIK or EVE is the same as in transfer of LSSS for cash.

(2) Negotiate the Terms and Conditions of the ACSA Order

(a) Once the transfer is deemed to be an appropriate ACSA transaction, the designated ACSA official and the foreign country or international organization counterpart will negotiate the terms and conditions of the ACSA order. These will address all information required to complete the transaction, including the type, quantity, delivery location, delivery schedule, billing information, value of the LSSS to be transferred, and the form of

reimbursement (RIK or EVE). Additional DoD guidance on pricing LSSS under ACSA is provided in references g and i.

(b) ACSA orders for services provided or funded by USTRANSCOM in which the foreign country or international organization requests to provide RIK or EVE reimbursement will be forwarded to USTRANSCOM for review and approval. Generally, transactions involving RIK or EVE reimbursement for services provided by USTRANSCOM using TWCF funds will not be approved unless the DoD organization receiving the RIK or EVE, or another DoD organization, provides a fund cite to USTRANSCOM to ensure the TWCF is properly reimbursed.

(3) Initiate ACSA Transaction

(a) Once both parties have agreed to the terms and conditions of the ACSA order, they initiate the transaction by completing all required parts of the ACSA order form. Once the order form is completed and signed by both parties, it constitutes a binding international commitment.

(b) Before signing the order, the U.S. ACSA POC should ensure the ACSA order for RIK or EVE reimbursement contains a validated estimate of the value of the LSSS to be transferred. Unlike an ACSA transfer for cash reimbursement, there is no requirement to obtain a fund cite certification prior to signing the order; however, if the RIK or EVE transaction is not completed, it can become a cash transaction that would require a fund cite, in some cases a year later. This possibility should be considered at the time of the initial transaction.

(4) Initiate Order of LSSS

(a) Once the order is signed by both parties, the designated ACSA official will initiate the order of LSSS (for U.S.-provided support) through the supply system or process of the providing organization. This step may involve coordination with one or more logistics or contracting officials of the responsible Service component or subunified command. To the maximum extent possible, Service component or subunified command personnel should use existing standard logistics and/or contracting systems and processes for providing support under a cross-servicing agreement. This applies also to ACSA orders for LSSS to be provided by private vendors contracted by DoD components to provide ongoing logistics support to U.S. Armed Forces.

(b) Military airlift, sealift, and other forms of transportation services provided or funded by USTRANSCOM as reimbursement under an ACSA order will be requested in accordance with the procedures described in reference n.

(5) Deliver LSSS and Verify Delivery and Receipt

(a) The process of delivering LSSS in a RIK/EVE transaction is the same as in transfer of LSSS for cash.

(b) When providing support, once the recipient party has verified delivery and acceptance of LSSS, the designated ACSA official will provide a copy of the completed ACSA order to the responsible Service component or subunified command resource management element. The latter holds this documentation pending foreign reimbursement via RIK or EVE.

(6) Receive RIK or EVE Reimbursement and Reconcile ACSA Order. Once the foreign country has reimbursed via RIK or EVE within the required timeframe, the designated ACSA official notes that fact either on the ACSA order form and inform the Service component or subunified command resource management element of the completion of the transaction.

(7) Process Order as Reimbursable Transaction in Case of Default. If the foreign country or international organization fails to reimburse U.S. Armed Forces via RIK or EVE within the required timeframe (usually a maximum of 1 year), the transaction is converted into a cash transaction, as required under references a and g. The responsible Service component or subunified command resource management element will inform the Service component or subunified command ACSA POC of the failure to reimburse. The resource management element will then process the order as a reimbursable transaction as described in paragraphs 4a(6)(a) and (b) of this enclosure.

c. Loan of LSSS for Cash, RIK, or EVE. The procedures described below apply to the transfer of LSSS by temporary loan or lease by U.S. Armed Forces to foreign countries or international organizations for cash, RIK, or EVE reimbursement.

(1) Identify Logistics Requirement and Appropriate Transfer Mechanism. The process of identifying the logistics requirement and the appropriate transfer mechanism for the loan or lease of LSSS items for cash, RIK, or EVE is the same as in transfer of LSSS for cash.

(2) Negotiate the Terms and Conditions of the ACSA Order. Once the transfer is deemed to be an appropriate ACSA transaction, the designated ACSA official and the foreign country or international organization counterpart will negotiate the terms and conditions of the ACSA order. These will address all information required to complete the transaction, including the type, quantity, delivery location, delivery schedule, billing information, value of the LSSS to be loaned or leased, and the costs and terms of the loan or lease. Specific DoD guidance on pricing loans or leases of U.S. military equipment is provided at reference j.

(3) Initiate ACSA Transaction; Initiate Order of LSSS; Deliver LSSS and Verify Delivery and Receipt; and Bill and Collect Reimbursement for LSSS. The processes of initiating the ACSA transaction, initiating the order of LSSS, delivering LSSS and verifying its delivery and receipt, and billing for and

collecting reimbursement for LSSS are the same for the loan or lease of LSSS items as they are in transfer of LSSS.

(4) Verify Return of Loan in Serviceable Condition

(a) Upon the expiration of the loan, the foreign country or international organization returns the loaned items as specified in the ACSA order. The designated ACSA official will verify that the returned items are serviceable as defined in the original order. This step may involve an extensive inspection and/or testing of the returned items and require the support of logistics specialists. If the items are determined to be serviceable, the designated ACSA official will inform the Service component or subunified command resource management element and note that fact on the ACSA order form.

(b) If the returned items are determined not to be serviceable—either through damage or loss—the designated ACSA official, with the assistance of logistics specialists if necessary, will develop an estimate of the cost to repair the damage or replace lost items. The designated ACSA official will then forward this information to the responsible Service component or subunified command resource management element. The resource management element then develops a bill and collects reimbursement as described in subparagraphs 4.a. (6)(a) and (b) of this enclosure. Note: Other international agreements may affect the ability of the U.S. to collect reimbursement for damages caused to U.S. equipment while in the possession of foreign military forces or international organizations. Consequently, prior to loaning high-value, delicate, or hard-to-replace equipment, the U.S. ACSA POC should consult the staff judge advocate if there is any question regarding the ability to collect for possible damages to that equipment.

5. Open-Ended or Continuing ACSA Orders

a. Operational necessity or the nature of the LSSS provided may result in the need to enter into an “open-ended” or “continuing” ACSA order in which one or more of the critical data elements, such as quantity of LSSS or the period of time over which the LSSS is to be provided, cannot be defined in advance. For example, a request by a foreign country or international organization that the U.S. transport 2-4 pallets of sustainment cargo per week over an established route for the duration of an operation lacks a definite quantity (number of pallets to be moved) or a definite time frame. However, the cost of moving a pallet over the specified route is known. In such cases, a separate ACSA order is not necessary for each shipment.

b. Open-ended or continuing ACSA transactions may be concluded as long as there is sufficient information to enable the parties to understand and accept their respective responsibilities and liabilities as well as a clear

understanding of how orders will be placed, executed, and billed. In the example in subparagraph 5a, once the transportation of the foreign country or international organization cargo has been completed, the ACSA transaction may then be completed and a bill generated. In the interim, the parties may agree that billing will occur monthly or quarterly for the number of pallets moved in the preceding month or quarter, until the operation ends. This approach will avoid the accumulation of a large outstanding unliquidated balance between the parties.

c. Caution must be taken not to obligate beyond (or before) the period of availability of the funding. For example, for severable services, the service normally must be paid for with funds available for the fiscal year in which the service is performed. Accordingly, an ACSA order cannot be placed in one fiscal year for services performed or paid for in another fiscal year unless the order contained a “subject to availability of funds” clause. Consult your legal advisor before placing any order that may continue across fiscal years.

d. For all ACSA orders in which the final amount cannot be determined at the time the order is signed, a “not-to-exceed” amount will be agreed to and noted on the order. LSSS valued in excess of that amount may not be transferred under that order. If the not-to-exceed amount is found to be insufficient, a new ACSA order must be placed for any additional amount.

## 6. Third-Party Retransfers

### a. Policy

(1) Reference b requires prior written approval from the U.S. government for the retransfer of LSSS from the original foreign country or international organization recipient to another foreign government, international organization, or to any entity other than the officers, employees, or agents of the foreign country or international organization whose military originally received the LSSS.

(2) If the U.S. government approves the retransfer of LSSS to another entity, the original recipient of the LSSS remains obligated for reimbursement to the U.S. for the full value of the entire quantity of LSSS originally provided by the U.S. in accordance with the terms of the ACSA order. Further, the third-party recipient must also agree not to further retransfer the LSSS without the prior written approval of the U.S.

(3) The Service component or subunified command executing the retransfer will ensure all approved retransfers are properly and fully documented and will include the information elements listed in subparagraph 6b(1) and all information in required ACSA reports.

b. Requesting Approval for Retransfers

(1) Requests for approval of third party retransfer will be prepared in writing by the responsible CCMD headquarters in coordination with the Service component or subunified command that originally provided the LSSS in question. The request should be based on a formal request from the foreign country or international organization seeking to retransfer LSSS. The CCMD retransfer request will provide, at a minimum, the following information:

(a) Name of the foreign country or international organization seeking to retransfer LSSS.

(b) Name of the foreign country, international organization, or other government department or organization receiving the LSSS.

(c) Type, quantity, and value of LSSS to be retransferred.

(d) Length of time of the retransfer (for loans and leases).

(e) Relevant operation or exercise.

(f) Physical location of the retransfer.

(2) Retransfer requests will be transmitted via e-mail or in writing through the CCMD to the Joint Staff/J-4 for review and forwarding to OUSD(AT&L/IC) for coordination and final disposition.

(3) Retransfer requests seeking one or more form of blanket retransfer authority (by operation, type of LSSS, foreign country or international organization, or periods of time) must provide compelling rationale for such requests.

(4) OSD will respond (approved, denied, or approved with conditions or restrictions) to the retransfer request to the affected CCMD through the Joint Staff/J-4. If the request is approved, the U.S. ACSA POC that managed the original transaction shall communicate the U.S. response to the affected foreign country or international organization.

(5) The third-party recipient of the retransfer shall provide to the U.S. a written undertaking not to further transfer the LSSS without the prior written approval of the U.S. Such approval would be requested and processed in the same manner as the original retransfer approval (see paragraph 6 of this enclosure).

## 7. Coalition Operational Needs Statement (CONS)

### a. Policy

(1) A CONS is a request for LSSS equipment support for a coalition partner participating in a contingency operation with the U.S. Guidance to support planning required for partner nations to deploy in support of U.S. led or supported missions worldwide is at reference p. Joint Publications 4.08 Logistics in Support of Multinational Operations provides joint doctrine for the planning and execution of U.S. logistics during multinational operations (reference q).

(2) CCMDs are responsible for validating and sourcing requirements within their respective AOR using available authorities. Any requests made by the partner nation directly to any other DoD agency will be sent the respective CCMD. Requests made directly to USTRANSCOM for airlift, sealift, or other forms of transportation services provided by USTRANSCOM, will be coordinated with the geographic CCMD concerned prior to approval. CCMDs may request global sourcing from the Joint Staff where the requirement cannot be met within the AOR. These requests will be sent to the Director of the Joint Staff. CCMD requests will include; requirements validation, statement of non-availability from within the AOR, identity of the authority(s) for providing equipment to include transportation and maintenance, mission priority and required date, COMSEC or Defense Technology Security Administration (DTSA) approval, if applicable, and equipment description (National Stock Number, quantity, suitable substitutes). Joint Staff/J-4 will staff CCMD request citing ACSA/Section 1207 authority to the Services for potential solutions. Once notified of the Service(s) solution CCMDs will coordinate directly with the Service(s) for delivery. CCMDs will establish internal guidance to manage the CONS process.

## 8. Section 1207

a. Section 1207 of the FY 2015 NDAA expands previous ACSA loaning authority under section 1202 of the FY 2007 NDAA, as amended. This is a temporary authority that permits the U.S. to loan personnel protection equipment and other personnel survivability Significant Military Equipment (SME) to certain foreign forces under existing ACSAs. This will be referred to as Section 1207 under ACSA authority.

b. This authority uses the existing procedures associated with the RIK exchanges associated with ACSAs. Nations are responsible for associated transportation, maintenance, and training. The loaned equipment can only be used in a combined operation with the U.S. or a combined peacekeeping mission under the charter of the UN or other international agreement, or in preparation for deployment to such an operation. Equipment may only be

loaned under this authority after a CCMD determines the U.S. forces have no unfilled requirements. Equipment may only be loaned for duration of coalition partner's participation in a covered operation solely for the purpose of enhancing personnel protection or to aid in personnel survivability by those forces. The Deputy Secretary of Defense (DepSecDef) has delegated this authority to CCMDs and no lower than their deputy (see reference r).

c. Pursuant to the Act, the term "covered military equipment" means items designated as SME in categories I, II, III, VII, X, XI, and XIII of the U.S. Munitions List under section 38(a)(1) of the Arms Export Control Act (22, U.S.C., section 2778(a)(1)). DepSecDef with the concurrence of DOS has further limited this equipment to:

- (1) Military vehicles designed to accommodate crew-served weapons for convoy security operations;
- (2) Up-armored High Mobility Wheeled Vehicles;
- (3) Add-on Armor kits;
- (4) Command, control and communications systems, including Blue Force Tracker and radios;
- (5) Crew-served weapons (.50 caliber and below) for convoy/base camp security operations;
- (6) Counter-improvised explosive devices.

d. Loans are subject to Congressional reporting annually. In addition, a 15 day congressional notification is required in connection with training for deployments to combined operations.

e. Conditions for release of equipment to Coalition Partners.

- (1) The CCMD is responsible for ensuring accountability for all transferred equipment.
- (2) The number of systems transferred and the duration of the transfer will be the minimum necessary to accomplish mission.
- (3) The transfer will be recorded on an ACSA transaction form basis, and each system will be separately identified.
- (4) The recipient coalition partner will sign for the equipment and securely control it for the duration of the transfer.

(5) The ACSA transaction form will specify that the recipient coalition partner is responsible for returning the loaned equipment in the same condition, less normal wear and tear, and the coalition will reimburse the U.S. for any loss or damage to the equipment. DepSecDef may waive battle damage/loss on a case by case basis.

(6) The loan costs will be recorded as an ACSA transaction, in accordance with applicable ACSA costing principles.

(7) An authorized representative of the recipient coalition partner will sign a statement verifying that the coalition partner understands the term “Logistic Support, Supplies, and Services,” as defined within the applicable ACSA with the U.S., includes the temporary provision of the equipment to be transferred for the limited purpose of providing for the use of such equipment by its military forces to participate in combined operations with the U.S. or as part of a peacekeeping operation under the Charter of the UN or other international agreement, or for the purpose of training those forces to be deployed, or a peacekeeping operation for the aforementioned combined operations with the U.S., or as a part of a peacekeeping operation under the Charter of the UN or other international agreement.

(8) An implementing arrangement is required specifying the terms, conditions and definitions that apply to these transactions.

(9) OUSD (AT&L/IC) is responsible for notifying Congress of equipment loans for pre-deployment training. Equipment cannot be transferred until completion of the 15-day congressional notification period.

(10) Training on the use of the equipment will be restricted to only that which is necessary to accomplish the designated mission. Other than operator-level updates, any maintenance, system programming, and software updates that may be required on the equipment must be performed by U.S. personnel only.

(11) Transfers for classified equipment or sensitive technology not previously authorized by DepSecDef will be coordinated with OUSD (AT&L/IC) and DTSA. These conditions will ensure that partner nations’ authorized representatives agree to U.S. Government end-use and retransfer assurances, in a written arrangement, in accordance with U.S. laws, regulations, and policies.

(12) The recipient coalition partner will notify the appropriate U.S. issuing authority as soon as possible of any loss or damage to the equipment. In the event of loss, the recipient will make all reasonable efforts to recover the equipment. If unsuccessful, the recipient will provide the U.S. issuing

authority a detailed written report of the incident within 30 days following initial notification.

(13) In the event of such loss or damage, the CCMD will notify the Military Department, OUSD (AT&L/IC) and DTSA as appropriate. Subsequently, the CCMD will forward the detailed incident report provided by the recipient coalition partner along with the CCMD's assessment within 10 days of receiving the incident report to the Military Department, OUSD(AT&L/IC), as DTSA as appropriate. Based upon the CCMD's recommendation, OSD may waive reimbursement on a case-by-case basis for battle damage or loss due to combat operations where the waiver is determined to be in the national security interest of the U.S.

(14) In the event of competing requirements that cannot be resolved between CCMDs the matter will be referred to the Joint Staff J-4. Requests will be submitted for Joint Material Priorities and Allocation Board (JMPAB) deliberation and adjudication (see reference s).

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APPENDIX TO ENCLOSURE D

MINIMUM ESSENTIAL DATA ELEMENTS

- 1) Implementing Arrangements or support Agreement
- 2) Date of Order
- 3) Designation and address of office to be billed
- 4) Numerical listing of stock numbers of items, if any
- 5) Quantity and description of material/services requested
- 6) Quantity furnished
- 7) Unit of Measurement
- 8) Unit price in currency of billing country
- 9) Quantity furnished (6) multiplied by unit price (8)
- 10) Currency of billing country
- 11) Total Order amount expressed in currency of billing country
- 12) Name (typed or printed), signature, and title of authorized Ordering or requisitioning representative
- 13) Payee to be designated on remittance
- 14) Designation and address of office to receive remittance
- 15) Recipient's signature acknowledging service or supplies received on the Order or requisition or a separate supplementary document
- 16) Document number of Order or requisition
- 17) Receiving organization
- 18) Issuing organization
- 19) Transaction type

20) Fund citation or certification of availability of funds when applicable under Parties' procedures

21) Date and place of original Transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer

22) Name, signature, and title of authorized acceptance official

23) Additional special requirement, if any, such as transportation, packaging, etc.

24) Limitation of government liability

25) Name, signature, date, and title of Supplying Party official who actually issues supplies or services

SAMPLES OF ACSA FORMS

STANDARDIZATION AGREEMENT 3381, ANNEX B, NATO STANDARD FORM FOR REQUEST, RECEIPT AND RETURN OR INVOICE FORMULAIRE STANDARD OTAN DE DEMANDE, DE RESTITUTION OU DE FACTURATION									
A. <input type="checkbox"/> REQUEST/DEMANDE <input type="checkbox"/> RETURN/RESTITUTION					C. INVOICE/FACTURE				
1. REQUISITION NO/No de la demande		4. FROM/De (Requesting Party/demandeur)			5. NATION		22. INVOICING AUTHORITY/Service de facturation		
		6. TO/A (Supporting party/furnisseur)			7. NATION				
2. SUPPORT AGREEMENT/Accord de reolement		8. TIME AND PLACE OF DELIVERY REQUESTED/Lieu et date de livraison demande			23. INVOICE NO./No de la facture		DATE	24. TRANSACTION CODE (US USE ONLY)	
		9. RECEIVING PARTY/Destinataire			25. TRANSPORTATION DOCUMENT NO./No de bordereau		26. ACCOUNT NO. (US USE ONLY)		
3. MEANS OF TRANSPORT: AIRCRAFT/VEHICLE/SHIP/ Moyen de transport: Aeronopl/vehicule/navire		10. NAME/Nom, RANK/Grade, SIGNATURE			DATE				
NO.	NATO STOCK NO./ No de nomenclature	DESCRIPTION	MEASURE UNIT/ Unites de mesure	QUANTITY REQUESTED Quantite demande	QUANTITY DELIVERED/ Quantite fournis	UNIT PRICE/ Prix Unitaire	TOTAL	ATTACHMENTS AND VOUCHERS/ Pieces justificatives	
11	12	13	14	15	27	28	29	30	
16. OTHER COSTS/Autres frais									
17. METHOD OF COMPENSATION/Mode de compensation <input type="checkbox"/> CASH/Paiement comptant <input type="checkbox"/> DEFERRED REIMBURSEMENT/Paiement differe <input type="checkbox"/> REPLACEMENT IN KIND/Remboursement en nature					31. TOTAL AMOUNT CLAIMED/Total de la facture		32. CURRENCY/Monnaie		
18. AUTHORIZATION BY OFFICIAL OF SUPPORTING PARTY/Autorisation du responsable official NAME/Nom, RANK/Grade, SIGNATURE				19. AGREED DATE OF RETURN/ Date de restitution		33. PAYABLE TO/ACCOUNT NO./FOR/Payable a/No de compte/En reglement de			
B. ACKNOWLEDGEMENT OF RECEIPT/ACCUSE DE RECEPTION					34. I CERTIFY THAT THE AMOUNT INVOICED IS EXCLUSIVE OF ALL TAXES FOR WHICH EXEMPTION HAS BEEN GRANTED UNDER PROVISION OF EXISTING AGREEMENTS AND THAT THE INVOICE IS CORRECT/Je certifie l'exactitude de la presente facture, son montant n'inclut aucune des taxes dont l'exemption est accordee en vertu d'accords en vigueur.				
20. RECEIPT, ACCEPTED/Recu un bonnet et duo ferse PLACE AND DATE/Lieu et date		NAME/Nom, RANK/Grade, SIGNATURE			21. TRANSPORTATION/Transport <input type="checkbox"/> FREE OF CHARGE/ <input type="checkbox"/> WITH CHARGE/ A titre onereux Gratuit		35. NAME/Nom, RANK/Grade, SIGNATURE		



ENCLOSURE E

REFERENCES

- a. Title 10, U.S.C., sections 2341-2350, subchapter I, chapter 138
- b. DoD Directive 2010.9, 28 April 2003, "Acquisition and Cross-Servicing Agreements"
- c. DoD Directive 5530.3, 11 June 1987, "International Agreements"
- d. CJCSI 2300.01 Series, "International Agreements"
- e. Title 22, U.S.C., Section 2318
- f. Title 22, U.S.C., Section 2751 *et. seq.*
- g. DoD 7000.14-R, Volume 11A, chapter 8, "International Acquisition and Cross-Servicing Agreements"
- h. Title 22, U.S.C., Part 121
- i. CJCSI 3110.10 Series, "Command, Control, Communications, and Computers (C4) Systems Supplement to the Joint Strategic Capabilities Plan (JSCP) FY02"
- j. DoD 7000.14-R, Volume 11A, chapter 4, "User Charges"
- k. DoD 7000.14-R, Volume 3, Chapters 13-15, "Receipt and Distribution of Budgetary Resources [Departmental/Intermediate/Execution Level]"
- l. DoD 7000.14-R, Volume 6A, chapter 12, "Collecting and Reporting of Foreign Indebtedness Within the DoD"
- m. Joint Staff J-4, Acquisition and Cross-Servicing Agreement Web site, <https://intellipedia.intelink.gov/wiki/ACSA>
- n. DoD 4500.9-R, "Defense Transportation Regulation"
- o. Joint Publication 1-02, "Department of Defense Dictionary of Military and Associated Terms"

- p. Joint Staff GENADMIN, “Preparing Partner Nation Military Forces for Deployment in Support of U.S. Led or Supported Missions”
- q. Joint Publication 4.08 “Logistics in Support of Multinational Operations”
- r. Deputy Secretary of Defense Delegation of Authority to Loan Personnel Protection Equipment and Other Personnel Survivability Significant Military Equipment to Certain Foreign Forces Under Existing Acquisition and Cross-Servicing Agreements (ACSA), 25 February 2015
- s. CJCSI 4110.01 Series, “Joint Materiel Priorities and Allocation”

## GLOSSARY

### PART I-ABBREVIATIONS AND ACRONYMS

*Items marked with an asterisk (\*) have definitions in PART II*

ACSA	Acquisition and Cross-Servicing Agreement
AGATRS	ACSA Global Automated Tracking and Reporting System
AOA	Acquisition-Only Authority
AOR	Area of Responsibility
CCMD	Combatant Command
CJCS	Chairman of the Joint Chiefs of Staff
CONS	Coalition Operational Needs Statement
DepSecDef	Deputy Secretary of Defense
DFARS	Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance and Accounting Service
DLA Energy	Defense Logistics Agency Energy
DoD	Department of Defense
DoDD	Department of Defense Directive
DoS	Department of State
DSCA	Defense Security Cooperation Agency
DTSA	Defense Technology Security Administration
EVE	Equal-Value-Exchange
FAR	Federal Acquisition Regulation
FM	Financial Manager
FMS	Foreign Military Sales
IA	Implementing Arrangement
JKO	Joint Knowledge On-Line
LSSS	Logistic Support, Supplies, and Services
NATO	North Atlantic Treaty Organization
NDAA	National Defense Authorization Act
OSD	Office of the Secretary of Defense
OUSD(AT&L/IC)	Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics/Office of the Director, International Cooperation

PDF	Portable Document Format (Adobe Acrobat)
PIK	Payment-In-Kind
PM	Program Manager
POC	Point of Contact
POL	Petroleum, Oil, and Lubricants
RIK	Replacement-In-Kind
SME	Significant Military Equipment
TWCF	Transportation Working Capital Fund
UN	United Nations
U.S.C.	United States Code
USTRANSCOM	United States Transportation Command

## PART II – TERMS AND DEFINITIONS

acquisition-only authority agreement. A legal instrument (other than a contract) entered into under the authority of title 10, U.S.C. Chapter 138, section 2341, to acquire logistic support, supplies, and services from eligible foreign countries and international organizations. An acquisition-only agreement is an international agreement under reference c. (DoDD 2010.9)

acquisition and cross-servicing agreement. See definition for cross-servicing agreement. An acquisition and cross-servicing agreement is an international agreement under reference c.

acquisition and cross-servicing agreement authorities. For the purposes of this instruction, the legal authorities conferred under reference a.

Acquisition and Cross-Servicing Agreement (ACSA) Global Automated Tracking and Reporting System (AGATRS). The DoD system of record for the Office of the Secretary of Defense, Joint Staff, CCMDs, and Services to manage ACSA transactions for logistics support, supplies, and services (LSSS). This system also serves as the worldwide library for ACSAs and their associated implementing arrangements (IAs). AGATRS is an unclassified, web-based system that provides a worldwide cradle-to-grave automated means of building, tracking, and managing ACSA transactions; associated IAs; and subsequent orders for LSSS throughout their life cycle.

CCMD. A unified or specified command with a broad continuing mission under a single commander established and so designated by the President, through the Secretary of Defense and with the advice and assistance of the Chairman of the Joint Chiefs of Staff. CCMDs typically have geographic or functional responsibilities. (reference o, Joint Pub 1-02)

cross-servicing agreement. A legal instrument entered into under the authority of title 10, U.S.C., section 2342, that authorizes the reciprocal provision of logistic support, supplies, and services. A cross-servicing agreement may also be referred to as a mutual logistics support agreement or an acquisition and cross-servicing agreement. A cross-servicing agreement is an international agreement under reference c. (DoDD 2010.9)

DoD components. The Office of the Secretary of Defense, the Military Departments, the organization of the Joint Chiefs of Staff, the CCMDs, the Inspector General, Department of Defense, the DoD field activities, and the Defense Agencies. (DoDD 2010.9)

implementing arrangement. A supplementary arrangement that prescribes details, terms, and conditions to implement cross-servicing agreements effectively. While implementing arrangements may normally be more detailed

in terms of defined levels of activity than cross-servicing agreements themselves, they must be completely consistent with associated cross-servicing agreements and DoDD 2010.9 (reference c). Implementing arrangements that do not involve the obligation of funds may extend for an indefinite period of time. An implementing arrangement is an international agreement under reference c. (DoDD 2010.9)

logistic support, supplies, and services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communications services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and air and seaport services. The term also includes temporary use (lease or loan) of general purpose vehicles and other non-lethal items of military equipment that are not designated as significant military equipment on the U.S. Munitions List promulgated pursuant to title 22, U.S.C., section 2778(a)(1). (title 10, U.S.C., section 2350(1))

major end item. Final combinations of items that are ready (assembled) for intended use; e.g., vehicles, self-propelled artillery pieces, missile launchers, and major weapons systems. Major end items are further divided into subclasses of air, ground, support material, administrative vehicles, electronics, tactical vehicles, missiles, weapons, special weapons, industrial material, and aircraft engines. (DoDD 2010.9)

military forces. Agencies or organizations of a government providing armed forces that operate according to the methods, laws, and customs of war, established by an act of the government, in which persons are appointed, enlisted, or inducted for military service and that operate and are administered within a military or executive department. (DoDD 2010.9)

mutual logistics support agreement. See definition for cross-servicing agreement. A mutual logistic support agreement is an international agreement under reference c.

order. A written request, in an agreed-upon format and signed by an authorized individual, for the provision of specific logistic support, supplies, and services pursuant to an acquisition and cross-servicing agreement, acquisition only authority agreement, or implementing arrangement. (Text from approved ACSA/AOA templates)

Service component command. A command consisting of the Service component commander and all those Service forces, such as individuals, units, detachments, organizations, and installations under that command, including

the support forces that have been assigned to a CCMD or further assigned to a subordinate unified command or joint task force. (Joint Pub 1-02)

subordinate unified or subunified command. A command established by commanders of unified commands, when so authorized through the Chairman of the Joint Chiefs of Staff, to conduct operations on a continuing basis in accordance with the criteria set forth for unified commands. A subordinate unified command may be established on an area or functional basis. Commanders of subordinate unified commands have functions and responsibilities similar to those of the commanders of unified commands and exercise operational control of assigned commands and forces within the assigned operational area. (Joint Pub 1-02)

transfer. Selling (whether for payment in currency, replacement-in-kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing logistic support, supplies, and services pursuant to an acquisition and cross-servicing agreement, acquisition only authority agreement, or implementing arrangement. (Text from approved ACSA/AOA templates)

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