

**UNCLASSIFIED**

**CJCSI 2120.01E  
19 July 2024**

# **ACQUISITION AND CROSS- SERVICING AGREEMENTS**



**JOINT STAFF  
WASHINGTON, D.C. 20318**

**UNCLASSIFIED**

**UNCLASSIFIED**

(INTENTIONALLY BLANK)

**UNCLASSIFIED**



# UNCLASSIFIED

## CHAIRMAN OF THE JOINT CHIEFS OF STAFF INSTRUCTION

J-4

DISTRIBUTION: A, B, C, S

CJCSI 2120.01E

19 July 2024

### 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 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 the authorization to negotiate and conclude ACSAs is provided by the Department of State through the Circular 175 process, and reference (c). Such authority may be delegated by the Secretary of Defense (SecDef) to the Chairman of the Joint Chiefs of Staff (CJCS) and the Combatant Commanders (CCDRs) pursuant to references (b) and (c), and described in Enclosures A and C. This instruction implements reference (b).
2. Superseded/Cancellation. CJCSI 2120.01D, "Acquisition and Cross-Servicing Agreements," 21 May 2015, is hereby superseded.
3. Applicability. This instruction applies to the Joint Staff, Military Departments, Combatant Commands (CCMDs), Direct Reporting Units (DRUs), and Defense Agencies reporting to the SecDef through the CJCS. These organizations will use this instruction, in conjunction with references (b), (c), and (d), to negotiate, conclude, and execute Acquisition-Only Agreements (AOA) done via international agreement, Acquisition and Cross-Servicing Agreements (ACSAs) under the authority of title 10, U.S. Code, sections 2341 and 2342, as well as implementing arrangements (IAs) that follow the same U.S. Code, for which approval authority has been delegated to CJCS by SecDef. Military Departments, Subordinate Unified (Sub unified) Commands, and Defense Agencies negotiating and concluding implementing arrangements under ACSAs will request authority to both negotiate and conclude such arrangements with the applicable CCMD in accordance with (IAW) paragraph 5.5.3 of reference (b).
4. Policy. See Enclosure A.

UNCLASSIFIED

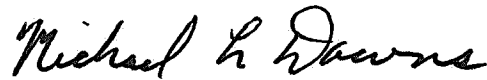
# UNCLASSIFIED

CJCSI 2120.01E

19 July 2024

5. Definitions. See Glossary.
6. Responsibilities. See Enclosure B.
7. Summary of Changes. This change clarifies policy guidance for ACSA and relevant IA, eligibility, replacing agreements, designation of authority to execute orders, Third Party Transfers, finance management requirements, and loans of significant military equipment. For the purposes of this instruction, "Cash reimbursement" will be referred to as monetary reimbursement. This update distinctly identifies acquisition only as being performed via the two separate and distinct vehicles of international agreements, or Chapter 137 Procurement Authority. Orders executed under these agreements are defined as either ACSA Orders, Acquisition Only Orders, or the various procurement contracting vehicles utilizing Chapter 137 authority.
8. Releasability. UNRESTRICTED. This instruction is approved for public release; distribution is unlimited on the Non-classified Internet Protocol Router Network (NIPRNET). Department of Defense (DoD) Components (to include the CCMDs), other Federal agencies, and the public may obtain copies of this directive through the Internet from the CJCS Directives Electronic Library at <<http://www.jcs.mil/library>>. Joint Staff activities may also obtain access via the SECRET Internet Protocol Router Network (SIPRNET) directives Electronic Library web sites.
9. Effective Date. This INSTRUCTION is effective upon signature.

For the Chairman of the Joint Chiefs of Staff:



MICHAEL L. DOWNS, Maj Gen, USAF  
Vice Director, Joint Staff

Enclosures:

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

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## DISTRIBUTION

Distribution A, B, C plus the following:

Secretary of State

Under Secretary of Defense for Acquisition and Sustainment

The office of primary responsibility for the subject directive has chosen electronic distribution to the above organizations via e-mail. The Joint Staff Information Management Division has responsibility for publishing the subject directive to the SIPRNET and NIPRNET Joint Electronic Library web sites.

# UNCLASSIFIED

**UNCLASSIFIED**

CJCSI 2120.01E  
19 July 2024

(INTENTIONALLY BLANK)

**UNCLASSIFIED**

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| ENCLOSURE A – POLICY .....   | A-1       |
| Purpose .....  | A-1       |
| Scope .....  | A-1       |
| Acquisition Only Authority .....   | A-1       |
| Acquisition & Cross-Servicing Agreement Authority .....  | A-3       |
| Using the ACSA Authorities, .....  | A-8       |
| Developing Acquisition & Cross-Servicing Agreements and<br>Implementing Arrangements .....                                       | A-9       |
| Reporting .....  | A-11      |
| Training .....   | A-11      |
| ACSA Order/Billing Official Designation .....  | A-12      |
| Billing and Payment Processes .....  | A-12      |
| <br>APPENDIX A – EXAMPLES OF LSSS PERMITTED FOR TRANSFER UNDER<br>ACSA AUTHORITIES .....   | <br>A-A-1 |
| <br>ENCLOSURE B – RESPONSIBILITIES.....  | <br>B-1   |
| Purpose .....  | B-1       |
| Responsibilities .....   | B-1       |
| <br>ENCLOSURE C – PROCEDURES FOR DEVELOPING ACQUISITION AND<br>CROSS-SERVICING AGREEMENTS AND<br>IMPLEMENTING ARRANGEMENTS.....  | <br>C-1   |
| Purpose .....  | C-1       |
| Determination of Acquisition Authority Eligibility .....   | C-1       |
| Determination of Cross-Servicing Agreement Authority Eligibility .....   | C-1       |
| Nominating Non-NATO Countries, Requesting Authority to Negotiate<br>and Conclude Acquisition and Cross Servicing Agreements..... | C-1       |
| Developing, Negotiating, and Concluding Acquisition and<br>Cross-Servicing Agreements.....                                       | C-3       |
| Amending an Acquisition and Cross-Servicing Agreement.....   | C-8       |
| Developing and Concluding Implementing Arrangements.....   | C-9       |
| Amending an Implementing Arrangement .....   | C-12      |
| <br>ENCLOSURE D – EXECUTION PROCEDURES .....   | <br>D-1   |
| Purpose .....  | D-1       |
| Scope .....  | D-1       |
| Acquisition and Transfer of LSSS Under Acquisition and<br>Cross-Servicing Agreements.....  | D-1       |
| Open-Ended or Continuing ACSA Orders.....  | D-7       |

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|  |       |
|--|-------|
| Third Party Transfers .....                        | D-8   |
| Section 1207 Authority.....                        | D-10  |
| APPENDIX A – MINIMUM ESSENTIAL DATA ELEMENTS ..... | D-A-1 |
| ENCLOSURE E – REFERENCES.....                      | E-1   |
| GLOSSARY .....                                     | GL-1  |
| Acronyms and Abbreviations .....                   | GL-1  |
| Terms and Definitions .....                        | GL-3  |

## LIST OF FIGURES

|   |       |
|---|-------|
| 1. Annex A to NATO Standardization Agreement (STANAG) 2034 .....                            | D-A-3 |
| 2. Standard Monetary ACSA Order/Receipt/Invoice Form produced in<br>AGATRS (Form 1-3a)..... | D-A-4 |
| 3. Standard RIK ACSA Order/Receipt/Invoice Form produced<br>in AGATRS (Form 1-3a).....      | D-A-5 |
| 4. SAV Inspection Checklist .....   | D-A-6 |



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## ENCLOSURE A

### POLICY

1. Purpose. This enclosure provides policy guidance to the Military Departments, CCMDs, and Defense Agencies reporting to the Office of the Secretary of Defense (OSD) through CJCS for the use of the legal authorities provided in reference (a), also referred to as the 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 Military Departments, CCMDs, or Defense Agencies reporting to OSD through CJCS.

3. Statutory Waivers. Section 2343 of reference (a) provides that the specific statutory provisions do not apply to acquisitions made under the authority of sections 2341 and 2342: sections 4651, 3201, 3351, 3352(a), 3352(c), 3701 through 3708, and 3841 of title 10, and section 6306 of title 41.

#### 4. Acquisition and Cross-Servicing Agreements

a. An ACSA is a non-binding international agreement between the U.S. DoD and the ministry of defense, ministry of foreign affairs, or comparable department of an allied or partner nation or international organization that allows DoD to provide and receive logistic support, supplies, and services (LSSS) from other countries and international organizations, particularly during times of immediate need abroad. The purpose of an ACSA is to provide commanders with a flexible tool to obtain or provide LSSS when mission needs prevent self-support.

b. In considering requests for LSSS, the CCMDs and their Service Components or Sub unified Commands must first consider whether it is more appropriate to fulfill the request through other means, including foreign military sales (FMS), direct commercial sales (DCS), or military drawdown authority (see reference (e)).

c. ACSA authority is set forth by Congress in reference (a). There are two ACSA authorities contained within subchapter I: section 2341 provides the authority to acquire LSSS (AOA authority), while section 2342 provides the authority to enter into an agreement to provide LSSS in return for reciprocal provisions of LSSS

5. Acquisition Only Authority. The first type of authority contained in reference (a) is Acquisition Only Authority. Under this authority, DoD

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

Components and Sub unified Commands may exercise a statutory waiver of certain contracting provisions of U.S. law in the acquisition of LSSS from eligible countries and international organizations or may employ an international agreement. This authority may only be used to acquire LSSS to support U.S. forces deployed outside the United States IAW section 2341 and must be exercised either through a warranted contracting officer exercising Chapter 137 (Procurement Generally) authority, or through an international agreement known as an AOA. An AOA is an international agreement that provides for DoD acquisition of LSSS without the reciprocal obligation or authority to provide LSSS, as contemplated under section 2342 of reference (a). Pursuant to section 2341, the SecDef may obtain LSSS from:

a. North Atlantic Treaty Organization (NATO) countries and NATO subsidiary bodies, as well as United Nations (UN) organization or regional international organizations, for U.S. Armed Forces deployed outside the United States.

b. Non-NATO countries for U.S. Armed Forces deployed (or to be deployed) outside the United States, that 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 such country.

(3) Has agreed to pre-position U.S. materiel in such country.

(4) Serves as host country to military exercises that include elements of the U.S. Armed Forces in such country.

c. Reference (b) delegates to CJCS the authority to determine those non-NATO countries from which MILDEPs, CCMDs, and Defense Agencies reporting to OSD through the CJCS may acquire LSSS using AOA authority. This authority is re-delegated to the CCMDs.

(1) An AOA is considered an international agreement under references (c) and (d). Like the ACSA, the approval and staffing process for an AOA must be IAW reference (c), and includes, at a minimum, approval to negotiate and conclude by the Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))/Industrial Base Policy (IBP)/International Cooperation (IC). Department of State (DOS) Circular 175 Authorization must be obtained prior to negotiating the AOA working through OUSD(A&S)/IBP/IC and the Office of the General Counsel (OGC) of the DoD.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(2) Generally, an AOA (Chapter 137) is limited in time and/or scope to a specific exercise or operation that it is meant to support. An AOA should not be indefinite, and should include an expiration date, which is normally the end date of the specific exercise or operation. AOAs that extend beyond a specific exercise or operation, or that extend longer than two years, require approval from OUSD(A&S)/IBP/IC.

(3) Given the requirement to obtain multiple approvals to execute an AOA, warranted contracting officers using general procurement authority is most often the most expeditious way to obtain required LSSS from partner nation governments and organizations.

6. Cross-Servicing Authority. The second type of authority provided in reference (a) authorizes DoD to enter into ACSAs with countries and international organizations authorized under section 2342(a)(1) to provide LSSS to the military forces of such country or international organization in return for the reciprocal provision of LSSS.

7. Acquisition-Only and Cross-Servicing Agreements. The following apply to both AOAs and ACSAs.

a. An Implementing Arrangement (IA), which is an arrangement that is not legally binding under international law, may be implemented under an AOA or ACSA to supplement the AOA or ACSA to prescribe details, terms, and conditions to implement the respective ACSA effectively. While IAs may normally be more detailed in terms of defined levels of activity than ACSAs, they should be consistent with associated ACSAs and reference (c). IAs that do not involve the obligation of funds may extend for an indefinite period. An IA is not an international agreement, and therefore not subject to reference (c).

b. OSD will consult with DOS and provide 30-day advance notification to the Senate Armed Services Committee (SASC) and the Senate Foreign Relations Committee (SFRC) and the House Armed Services Committee (HASC) and the House Foreign Affairs Committee (HFAC) before designating non-NATO countries as authorized for an ACSA pursuant to section 2342(b). SecDef designation of a country for ACSA eligibility will expire, as a matter of OSD policy, after two years unless negotiations have been actively in progress. Eligibility may be extended by OUSD(A&S)/IBP/IC.

c. Any issues that may arise during the negotiation, application, or implementation of any ACSA, ACSA order, or any IA under ACSA, should be presented by the relevant DoD ACSA Manager to the Joint Staff Directorate for

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

Logistics, J-4 and, if so determined, forwarded to OUSD(A&S)/IBP/IC for resolution.

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

e. Pursuant to reference (b), ACSAs may provide that payment of LSSS obligations provided under an ACSA may be made by monetary reimbursement, Replacement In Kind (RIK), or Equal Value Exchange (EVE). ACSA set forth the terms and conditions for the acquisition or transfer of LSSS between the parties to the ACSA. The ACSA does not commit either party to provide LSSS when requested.

f. The ACSA is intended to facilitate reciprocal logistic support between the parties to the agreement to be used primarily during combined exercises, training, deployments, port calls, operations, or other cooperative efforts, or for unforeseen circumstances or exigencies in which one of the parties may have a need for LSSS.

g. The categories of LSSS that may be acquired or transferred under an ACSA are provided in reference (a), with examples provided in Appendix A to this enclosure.

(1) Except as authorized under section 1207 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 (as amended) (see paragraph 6 of Enclosure D), or any other relief authority, LSSS does not 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). U.S. Munitions listed as Significant Military Equipment (SME) are precluded from ACSA transfer unless specifically authorized by congress.

(2) Additionally, LSSS does not 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).

h. Military Departments, Defense Agencies, CCMDs, and their Service Component or sub unified Commands may not use an ACSA to procure goods

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

or services reasonably available from U.S. commercial sources. Whether or not LSSS is readily available from U.S. commercial sources should be determined by the DoD ACSA Manager after consultation with contracting authorities. When available, a Joint Requirements Review Board should periodically review reoccurring ACSA orders for movement into contract consideration.

i. Reference (b) prohibits increasing the inventory levels of supplies for DoD Components for the purposes of transferring supplies under an ACSA order. Therefore, Military Departments, Defense Agencies, CCMDs, and their Service Component or sub unified Commands must consider the potential effect of completing a proposed transaction on the operational readiness of U.S. Armed Forces and affected military appropriations. Transfers of LSSS involving contractor-furnished support will be processed IAW standard execution procedures (see Enclosure D).

j. IAW reference (d), the use under ACSA authorities for specific subcategories of military communications assets and related services, requires coordination with and approval from CJCS (see reference i).

k. CCMDs and their Service Components or sub unified Commands must also consider the extent to which provision of the requested LSSS is related to ongoing U.S. military exercises or objectives. All requests for excluded items (see subparagraphs 7.g.(1) and 7.g.(2) of this enclosure) or items involving unusual liability and foreign disclosure issues must be processed through FMS or DCS channels, as authorized in reference (f). Such requests need to be approved by OSD through the Joint Staff J-4 prior to commitment and execution.

l. To facilitate timely provision of LSSS and to enhance U.S. operational readiness, the CCMDs, Defense Agencies, and their Service Component or sub unified Commands may coordinate in advance to support the level and type of LSSS intended for transfer.

m. 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 FY.

(1) These limitations do not apply to the sale, purchase, or exchange of petroleum, oils, or lubricants (POL) by the United States.

(2) These limitations do not apply to orders executed during a period of active hostilities involving U.S. Armed Forces.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

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

(4) ACSA order not subject to these limitations will be marked and documented in the ACSA Global Automated Tracking and Reporting System (AGATRS) in such a manner as to clearly identify that limitations do not apply.

n. LSSS provided by DoD Components or sub unified Commands under ACSA may not be retransferred to another country or international organization with which the DoD has not signed an ACSA. All retransfers to the officers, employees, or agents of a third party must have prior written consent of the U.S. Government (USG). All written requests for third-party transfers will be forwarded via the CCMD through the Joint Staff J-4 to OUSD(A&S)/IBP/IC for review and approval. Under certain conditions, OUSD(A&S)/IBP/IC 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 5 of Enclosure D to this instruction.

o. Disputes arising in connection with the execution of a specific ACSA, including one party's failure to reimburse another for LSSS received under that agreement, will be resolved IAW provisions of the ACSA.

(1) If an ACSA contains a dispute resolution provision, then the personnel authorized to execute ACSA orders are encouraged to resolve disputes that arise from administrative or clerical errors directly with the other 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. Joint Staff J-4 should refer the matter to OUSD(A&S)/IBP/IC for OSD or interagency resolution.

(2) If an ACSA contains no such procedures, the matter will be referred through the Joint Staff J-4 to OUSD(A&S)/IBP/IC for resolution.

p. AGATRS is the DoD Program of Record to manage ACSA orders. This system serves as the worldwide library for ACSAs and their associated IAs. AGATRS is an unclassified, web-based system that provides a worldwide automated means of building, tracking, and managing orders. AGATRS

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

provides deploying forces, component commands, CCMDs, Joint Staff, OSD, and Defense Agencies staff visibility of existing ACSAs that can be leveraged to obtain or provide critical LSSS to sustain U.S. and coalition forces abroad. AGATRS will be used to fully document all transfers of LSSS under an ACSA. Form 1-3a is built into AGATRS and fulfills the minimum requirement for documentation within the Joint Force. Military Departments may specify further Service-specific documentation necessary to document the obligation of funds and the relief or re-establishment of materiel accountability associated with the transaction.

(1) All acquisitions and transfers of LSSS under an ACSA will be fully documented using a standard form and or other documentation specified in the applicable ACSA, or IA. Samples of the ACSA standard forms and minimum essential data elements are contained in Appendix A to Enclosure D.

(a) Reference (a) directs the SecDef to ensure that all transactions that may fall under ACSA are free from self-dealing, bribery, and conflicts of interest. Therefore, Military Departments, Defense Agencies, CCMDs, and their Service Component or sub unified Commands will ensure that proper safeguards are in place to ensure that a single individual performs only one of the following functions:

1. Initiation of the ACSA Transaction requirement.
2. Authorizing the ACSA Transaction Officer.
3. Receipt, inspection, and acceptance of the ACSA LSSS that are transferred with the Transaction; or
4. Signing the ACSA Transaction as the Finance Officer confirming disbursement of payment or acceptance of the reimbursement payment.

(b) In exceptional circumstances, a single individual may be required to perform multiple functions; however, under no circumstances will a single individual perform both the receipt, inspection, and acceptance function, and also the Finance Officer duties.

(2) CCMDs, Service Components, and Defense Agencies will use their official financial system of record to maintain, track, and record financial settlement of ACSA orders that are recorded, retained, and closed in AGATRS IAW reference (g). Documentation in the financial system of record will include

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

identification of ACSA as the transaction type and entry of the AGATRS requisition number.

(3) Any LSSS provided under an ACSA in support of peacekeeping operations under the Charter of the United Nations must have prior approval of the Assistant Secretary of Defense for Special Operations and Low-Intensity Conflict (ASD(SO/LIC)). ASD(SO/LIC) will provide direction to participating DoD agencies, to include the applicable support, authorities, source of funding, and delegations.

## (q) Developing ACSAs and IAs

(1) ACSAs and IAs, and any amendments or modifications thereto, will be developed, negotiated, and concluded IAW the policy guidelines in this section and the procedures described in Enclosure C. ACSAs, and any amendments thereto, will be coordinated with OUSD(A&S)/IBP/IC; IAs and any amendments thereto will be coordinated with the Joint Staff and DoD OGC.

(2) All proposed new or revised ACSAs must be referred to OUSD(A&S)/IBP/IC through the Joint Staff J-4 for review and provision of authority to negotiate and conclude such agreements IAW the specific procedures prescribed in Enclosure C. U.S. DoD proposed texts for ACSAs will be based on the model text approved by DOS (C-175 Model Text). OSD and DOS will periodically approve new ACSA models reflecting current policy, laws, and best practices. CCMDs may engage partner nations to recommend replacing old agreements with the current C-175 Model Text but are not required to do so.

(3) When delegated authority from OUSD(A&S)/IBP/IC, CJCS may negotiate and conclude ACSAs or delegate this authority to the CCMDs. CCMDs may not re-delegate this authority to a Service Component or sub unified Command. CJCS has exercised this re-delegation authority in Enclosure B, subparagraph 2.d.(2), of this instruction. Authority to conclude will not exceed one year.

(4) The CJCS or CCMD that has been delegated the authority to negotiate and conclude ACSAs will maintain written documentation of the agreement negotiation process, including all records concerning certification of foreign language text. These records will be kept in permanent files until the agreement is terminated.

# UNCLASSIFIED



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(5) There is no prescribed signatory level for ACSAs or IAs; however, the DoD signatory should be equivalent in rank or protocol level to the foreign country signatory.

(6) Whenever practical, the CJCS or CCMD will use a single agreement to authorize the acquisition or transfer of LSSS. Development of multiple ACSAs with individual foreign countries or international organizations is prohibited.

(7) All amendments to an ACSA must be processed through the Joint Staff J-4 IAW Enclosure C.

(a) When use of an ACSA 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 either a new IA or an amendment of an existing IA IAW Enclosure C

(b) Transferring LSSS that is beyond the scope of LSSS contemplated by the original ACSA may require an amendment to the agreement. In such instances, the relevant CCMD should consult with the Joint Staff J-4 and OUSD(A&S)/IBP/IC.

(c) Transferring LSSS that is within the scope of the existing ACSA but beyond the scope of LSSS described in the existing IA may require either amending the existing IA or negotiating a new IA IAW Enclosure C.

(d) Detailed information concerning the staffing and approval process for IAs is detailed in Enclosure C.

(8) A CCMD negotiating an IA requiring another CCMD to provide oversight, assistance, or support must coordinate that IA with those CMDs before the IA is concluded.

(9) Defense Agencies, Service Components, DRUs, or Sub unified Commands seeking to negotiate and conclude IAs to existing ACSAs must coordinate with and obtain the written approval of the CCMD responsible for the original ACSA unless the IA is specifically required by law or DoD Directive (such as Section 1207 Implementing Arrangements).

(10) IAs that include provisions for the acquisition or transfer of military airlift, air refueling, sealift, or other forms of transportation assets or services provided or funded by U.S. Transportation Command (USTRANSCOM) require coordination with and approval of USTRANSCOM.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(11) IAs that include reference to supplies and/or services to be provided by Defense Logistics Agency (DLA) Energy require coordination with and approval of DLA Energy.

(12) IAW reference (d), IAs including provisions for the Use of specific subcategories of military communications assets and related services require coordination with and approval from the CJCS. A list of such assets and services is contained in reference (d).

(13) IAW references (b) and (c), officials delegated the authority to negotiate and conclude an ACSA, an amendment to an ACSA, or an IA will, when certifying foreign language versions of an ACSA, comply with instructions in Enclosure C.

8. ACSA Reporting. Detailed guidance on the frequency, format, and required information elements for ACSA reports is provided in references (a) (specifically title 10, U.S. Code, section 2342(h)) and (g). In addition to those reporting requirements found in references (a), (b), and (c), there may be additional reporting requirements under provisions of specified law or delegated authority, such as those required under section 2342(h) or as directed by OUSD(A&S)/IBP/IC. AGATRS will be used as source for reporting. The Military Departments and Defense Agencies will be responsible for pulling and validating their report submissions to the Joint Staff J-4 for coordination prior to routing to OUSD(A&S)/IBP/IC. Where applicable, Joint Staff J-4 will coordinate with OUSD(A&S)/IBP/IC for manual reporting requirements to supplement AGATRS report data.

9. Training. Reference (b) requires that personnel assigned responsibility by the DoD Components for administering and implementing ACSA orders will be trained to carry out authorized transactions IAW applicable law and DoD acquisition and financial management policy.

a. To support this requirement, the Military Departments and their Service Component, Combatant Commands or sub unified Commands will each develop and maintain training programs, certification standards, and records for all personnel involved in developing or executing ACSA orders for their command, including financial management personnel.

b. The assigned ACSA Program Manager, ACSA logistician, and Finance Manager must be appointed in writing by their commander or delegated commander's representee. This applies to DoD officials designated to authorize ACSA orders. This delegation authority will be uploaded to AGATRS.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

c. Personnel providing financial management support are required to have proper training, as determined by the Service Component or sub unified Command.

d. ACSA training that has been developed by ACSA program managers IAW this instruction should be delivered in a classroom (in person or virtual) environment to support appointment of personnel into critical roles of the program. Joint Knowledge On-line (JKO) training augments classroom instruction to provide a baseline of knowledge, but alone does not meet the requirement for ACSA managers or AGATRS users. JKO course J3O P-US1293, "ACSA Overview," is intended for personnel 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>>.

10. ACSA Logistics and Finance Official Designation. DoD Components will designate ACSA logistics and finance officials in writing prior to execution of a transaction. Designation will confirm completion of ACSA training and the establishment of an 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.

11. Billing and Payment Processes. All installations or organizations authorized to conduct ACSA transactions with foreign forces or international organizations must maintain a copy of all invoices received from partner nations for ACSA buy orders and ensure those documents are uploaded in AGATRS. For sell orders, Defense Finance and Accounting Service (DFAS)/Financial Management (FM) will maintain copies of all billing letters sent to partner nations. The executing organization's ACSA financial coordinator will use the voucher produced by DFAS/FM or the Service disbursing and collection organization in the Service's finance system to complete all monetary orders in AGATRS. For monetary buy orders, the financial coordinator will enter the Disbursing Office Voucher (DOV) number, voucher date, and value into AGATRS to serve as proof of payment. For ACSA sell orders, the financial coordinator will enter the Cash Collection Voucher (CCV) number, voucher date, and value into AGATRS to serve as proof of collection. The financial coordinator will also validate the order has been fully disbursed or collected in the financial system of record. If the order has been completely disbursed or collected in the financial system of record, the

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

financial coordinator will then sign Form 1-3a prior to completing the order in AGATRS

a. In the event that AGATRS is down or cannot be interfaced, a spreadsheet will be created to capture all ACSA orders with the appropriate information until such time AGATRS is back online and the information is uploaded in AGATRS. The required minimum essential data elements are at Appendix A to Enclosure D.

b. It is the responsibility of the ACSA logistics representatives to ensure the ACSA order form is complete, accurate, and signed by all parties prior to forwarding to CCMD or responsible component comptroller.

(1) Once the financial representatives have received the signed ACSA order, they are responsible for all actions necessary to ensure required billing and payment actions are successfully completed.

(2) Finance personnel from the appropriate DoD Component will be responsible for processing and certifying reimbursements, to include payments of all outstanding orders.

(3) The responsible DoD Component will post all reimbursements into the financial system and forward copies to their designated DFAS office or their service disbursing and collection organization.

(4) The designated DFAS service or disbursing and collection organization representative will coordinate and provide documentation identifying the order details to the finance and logistics ACSA Program Managers when the reimbursement has posted. This documentation number [CCV or DOV number] will be entered into AGATRS. Ultimately all collection and disbursement vouchers are stored in Corporate Electronic Document System (CDEMS) and should mirror AGATRS document upload.

(5) The executing organization ACSA Finance Program Manager (or other authorized personnel) will use the clearing document produced by DFAS or the service disbursing and collection organization in the service's finance system to complete all monetary orders in AGATRS. For monetary transactions, the Financial Coordinator will provide a Disbursing Office Voucher Number, Voucher Date, and Value for ACSA Buy transaction to act as proof of payment or a Cash Collection Voucher Number, Voucher Date, and Value for ACSA Sell transition proof of collection.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## APPENDIX A TO ENCLOSURE A

### EXAMPLES OF LSSS PERMITTED FOR TRANSFER UNDER ACSA AUTHORITIES

| <u>Category<br/>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                            | Billeting for military forces; 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; air refueling with a U.S. military tanker or receiver aircraft (or DoD-contracted commercial tanker) with another country's tanker or receiver aircraft.                                 |
| 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/repair of 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. Medical evacuation of authorized injured personnel by U.S. military or DoD contracted commercial transportation assets. |

UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|            |   |
|------------|---|
| Ammunition | <p>Although most ammunition is categorized as SME in the U.S. 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.</p> <p>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> |
|------------|---|

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|                                 |  |
|---------------------------------|--|
| 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. Code, 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. Demilitarization Services, 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.   |

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|               |  |
|---------------|--|
| Port Services | Loading and or uploading of 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. |
|---------------|--|



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## 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(A&S) is the focal point for the ACSA program. Complete OSD ACSA-related responsibilities are prescribed in reference (b). These responsibilities include, but are not limited to:

(1) Consulting with DOS and notifying Congress before designating countries as authorized for an ACSA.

(2) Designating countries as authorized for an ACSA.

(3) Authorizing the CJCS or other appropriate designees to negotiate and conclude ACSAs after obtaining authority from DOS.

(4) Notifying Congress of DoD intent to enter into an ACSA.

(5) Developing and maintaining guidance with respect to accounting, pricing, internal control, and reporting of orders for inclusion in reference (g).

(6) Allocating to Defense Agencies their share of ceilings on ACSA acquisitions and transfers.

(7) Overseeing legal reviews performed by DoD components with respect to the negotiation and conclusion of ACSAs.

(8) Approving retransfers of LSSS. Component requests to retransfer LSSS will be reviewed and approved by OUSD(A&S)/IBP/IC.

(9) Utilizing AGATRS to maintain a central DoD repository of all ACSAs and any associated IAs.

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(10) Serving 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); these responsibilities include, but are not limited to:

(1) Appointing in writing a General Officer (GO)/Flag Officer (FO)/Senior Executive Service (SES)-level logistics and financial representative responsible for the ACSA Program.

(2) Appointing in writing a primary Logistics ACSA PM and a primary Finance ACSA PM.

(3) Ensuring service personnel executing or managing ACSA transactions are trained on the program's policies and procedures.

(4) Developing and maintaining training programs for all personnel involved in executing ACSAs transactions. In addition, Military Departments must ensure training program uniformity (including AGATRS) among their forces.

(5) In coordination with the applicable CCMD, acquiring or transferring LSSS under ACSA authorities (reference (a)) as appropriate.

(6) Negotiating and concluding IAs when designated as lead agent by the applicable CCMD.

(7) Where appropriate, assisting Service Components in determining the source and value of reimbursement for LSSS that is acquired or transferred under an ACSA.

(8) Establishing 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.

(9) Maintaining and updating, as required, a Service instruction on ACSA execution guidance and standard operating procedures. Ensuring instruction uniformity (including financial procedures and AGATRS) and that written guidance is consistent with OSD, JCS, and CCMD policy and guidance.

(10) Maintaining financial and program records of all orders executed under the ACSA authorities, as required in reference (g).

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(11) Providing reports on ACSA activity as required IAW references (b) and (g) and as directed by the Joint Staff J-4 and OUSD(A&S).

(12) Providing oversight over the ACSA program and developing the training strategy for personnel assigned responsibility for administering and implementing ACSA. Services will ensure all personnel are trained with the requisite knowledge and/or have requisite experience to carry out ACSA orders IAW applicable law and DoD acquisition and financial management policy. To support this requirement, the Services will institute training into Service schools to increase the knowledge base amongst personnel and commanders alike. They will also utilize training tools offered through JKO.

(13) Designating officials authorized to execute Service-/Defense Agency-level orders.

(14) Ensuring applicable Service logistics and financial management systems software and procedures are in place to account for ACSA orders.

(15) Conducting management inspections of Service Components to ensure compliance with reference (b).

(16) Notifying the Joint Staff J-4 and OUSD(A&S)/IBP/IC of any impending inspections or audits of the ACSA program at the Service or Service Component level. Providing the Joint Staff J-4 and OUSD(A&S)/IBP/IC a copy of the inspection or audit final report within 30 days of completion.

c. Defense Finance and Accounting Service. DFAS provides centralized accounting and billing support for most ACSA orders. The DFAS PM is responsible for general oversight of the ACSA debt collection process, elevating delinquent debts to the respective ACSA CCMD, Joint Staff, and other key stakeholders (e.g., Office of the Under Secretary of Defense (Comptroller)) when appropriate, and reporting debts established for a canceling-year appropriation that remain delinquent at year end closeout.

(1) Complete DFAS ACSA-related responsibilities are prescribed in the *Financial Management Regulation*; the most important of these include the timely collection of ACSA debts owed to the USG and facilitating timely payment of ACSA debts owed to foreign countries or international organizations.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

d. Chairman of the Joint Chiefs of Staff. CJCS will:

(1) Negotiate and conclude ACSAs when authorized by OUSD(A&S)/IBP/IC.

(2) Delegate to the geographical CCMDs the authority to negotiate and conclude ACSAs as applicable.

(3) IAW 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. Joint Staff Director for Logistics, J-4. DJ-4 will:

(1) Serve as the Joint Staff office of primary responsibility for the use of the 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 Office of the Chairman of the Joint Chiefs of Staff (OCJCS)/Legal Counsel (LC); the Joint Staff Directorate for Strategy, Plans, and Policy, 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 IAW references (d) and (i). This review will be coordinated with OCJCS/LC, Joint Staff J-5, and the Joint Staff Directorate for Command, Control, Communications, and Computers/Cyber, J-6.

(4) On behalf of the CJCS, delegate authority to negotiate and conclude ACSAs to the CCMDs after coordination with OUSD(A&S)/IBP/IC. When requested by a CCMD, and in coordination with the Joint Staff J-5 and OCJCS/LC, nominate (for OSD consideration) countries for designation as being authorized for an ACSA.

(5) In coordination with the Joint Staff J-5 and OCJCS/LC, delegate to the CCMDs the authority to nominate (for OSD consideration) countries for designation as being authorized for an ACSA.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(6) Forward to OUSD(A&S)/IBP/IC CCMD nominations of non-NATO countries to be designated as being authorized for an ACSA.

(7) Review and forward to OUSD(A&S)/IBP/IC written requests for retransfers of LSSS from the original foreign country or international organization recipient to another foreign country or international organization or other entity.

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

(9) Maintain electronic copies of all signed ACSAs and IAs.

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

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

f. Joint Staff Director for Strategy, Plans, and Policy, J-5. DJ-5 will:

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

(2) Coordinate on the review of proposed ACSA 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 CCMD requests to negotiate and conclude an ACSA.

g. Joint Staff Director for Command, Control, Communications, and Computers/Cyber, J-6. DJ-6 will 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. Office of the Chairman of the Joint Chiefs of Staff/Legal Counsel. The Office of the Chairman of the Joint Chiefs of Staff/Legal Counsel (OCJCS/LC) will:

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(1) Provide a representative to the Joint Staff team negotiating and concluding ACSAs 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 ACSAs.

(4) Provide legal review of all draft IAs, in consultation with OGC, to determine whether an IA represents an international agreement, as defined in reference (c).

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

i. Combatant Commanders. CCDRs will:

(1) Coordinate and oversee the acquisition and provision of LSSS, and the reconciliation of ACSA debts incurred from ACSA transactions executed within their AOR or within their specific (i.e., functional) responsibilities as described in the *Unified Command Plan*. Manage user assignment within AGATRS for units under their command authority.

(2) Appoint in writing a GO/FO/SES-level logistics and financial representative responsible for the ACSA Program.

(3) When authorized by the CJCS, negotiate and conclude ACSAs as a lead agent.

(4) Coordinate with affected CCMDs the negotiation, conclusion, and execution of ACSAs and IAs that involve more than one CCMDs geographic or functional AOR.

(5) Negotiate ACSA IAs on behalf of DoD components that are not subordinate to the CCMD in question or delegate this authority to DoD component or CCMD Service Component or sub unified Command. Note: Upon CCMD approval, DLA-Energy, as the DoD Executive Agent for bulk petroleum, will negotiate and conclude fuel IAs in support of CCMD requirements for product, support, and services.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(6) Forward for review and approval by the Joint Staff all ACSA 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).

(7) Nominate to the Joint Staff J-4 non-NATO countries for designation as eligible for an ACSA.

(8) Provide guidance to, and oversight over, CCMD Service Component Commands and sub unified Commands as to the permitted type of ACSA orders.

(9) Forward to Joint Staff J-4 written requests for retransfers of LSSS for submission to OUSD(A&S)/IBP/IC.

(10) Notify the Joint Staff J-4 in writing of any new IAs before they are concluded. Enclose a copy of the IA text, the CCMD's legal review, and a recommended determination of policy significance.

(11) IAW references (b) and (c), provide certified electronic copies of the final agreed upon text for each 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 Joint Staff J-4, OUSD(A&S)/IBP/IC, OGC, 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. Utilize both AGATRS and the ACSA Intelink page to archive the final agreed upon IA text.

(12) Provide guidance for training programs and ensure certifications for all CCMD personnel involved in managing or executing ACSA authority, including financial management. In addition, CCMDs will ensure training program uniformity (including AGATRS) and certification among the Service Component and Sub unified Commands assigned under their jurisdiction.

(13) Establish and provide training on ACSA execution procedures to partner nation representatives as required. Training will be consistent with new user training and be documented as an approved training course. Once training is completed, CCMD PM ACSA manager will sponsor partner nation access in AGATRS as read only and signature authority to streamline staffing actions and provide transparency.

(14) Appoint in writing a primary ACSA Logistics and Finance PMs and submit reports to CJCS as required.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(15) Ensure Service Component ACSA Logisticians and Financial PMs take responsibility for the financial and logistics requirements/responsibilities identified for potential support by one of their assigned units. CCMDs will identify a lead Service Component if units from multiple Services are involved.

(16) Maintain and update the AGATRS database with CCMD-initiated ACSA orders and documentation. Note: DLA-Energy must maintain and update the AGATRS database for all fuel IAs and standalone ACSA orders negotiated and concluded by DLA Energy.

(17) Ensure all ACSA orders are entered into AGATRS within 30 days of the order's approval, keeping AGATRS current with all order information. In addition, enter all IAs into the database after they are signed.

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

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

(20) Coordinate with the National Guard Bureau for support with state National Guard units who use the ACSA program.

(21) Ensure proper safeguards are implemented to separate transaction initiation, authorization, inspection/receipt, and financial reconciliation responsibilities.

(22) Notify the Joint Staff J-4 and OUSD(A&S)/IBP/IC of any impending inspections or audits of the ACSA program at the CCMD or assigned Service Component level. Provide the Joint Staff J-4 and OUSD(A&S)/IBP/IC a copy of the inspection or audit final report within 30 days of completion.

j. Commanders of the CCMD Service Component Commands, Sub unified Commands, and National Guard Bureau. These commanders will:

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

(2) Acquire or transfer LSSS under ACSA authorities (reference (a)), IAW the terms of specific agreements, and any additional program guidance provided by the responsible CCMD.



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(3) Provide ACSA program guidance, oversight, and support to the Service Component's assigned units and installations as necessary through a formalized program that can be audited.

(4) Forward for review and approval to the ACSA PM 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).

(5) Coordinate, as required, requirements for POL with DLA-Energy. DLA Energy will administer required ACSA orders to support DoD bulk fuel requirements.

(6) As required, coordinate with the responsible CCMD the source and value of reimbursement for LSSS that is acquired or transferred under an ACSA or any associated IA.

(7) Develop, maintain, and provide reports from financial and program records of all ACSA orders to support ACSA reporting requirements IAW references (a), (b), (g), (j), (k), and (l) and applicable Military Department guidance.

(8) Develop and maintain Component-specific training programs for all command personnel, including financial management personnel, approving, managing or executing ACSA authority.

(9) Maintain and update the AGATRS database with all ACSA orders and documentation related to those orders to ensure successful staff assistance visits and any audits.

(10) Manage and provide oversight of the ACSA program, develop the training strategy, and determine certification standards for personnel assigned responsibility for administering and implementing ACSA authority. Service Component Commands and Sub unified Commands will ensure all required personnel are trained with the requisite knowledge and experience to carry out ACSA orders IAW applicable law and DoD acquisition and financial management policy.

(11) Designate in writing officials authorized to approve CCMD Service Component and sub unified Command level orders.

(12) Delegate, in writing, transaction authority to installation ACSA managers when requested to do so by the applicable installation commander.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(13) Ensure all minimum essential data elements (Appendix A to Enclosure D) for ACSA orders are documented in AGATRS.

(14) Ensure required documentation is uploaded into AGATRS IAW this instruction and applicable Military Department and CCMD policy.

(15) Ensure proper safeguards are implemented to separate transaction initiation, authorization, inspection/receipt, and financial reconciliation responsibilities.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## ENCLOSURE C

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

1. Purpose. This enclosure prescribes procedures for developing, negotiating, and concluding ACSAs and IAs with eligible foreign countries or international organizations. It also includes procedures for nominating non-NATO countries for designation as authorized for an ACSA. In developing and negotiating ACSAs and IAs, DoD Components must comply with the provisions of references (b), (c), and (d) and this instruction.
2. Determination of Acquisition-Only Agreement Eligibility. Eligibility criteria for AOA is prescribed in section 2341 of reference (a).
3. Determination of Cross-Servicing Agreement Eligibility. Eligibility criteria for cross-servicing agreement is prescribed in section 2342 of reference (a).
4. Nominating Countries, Requesting Authority to Negotiate, and Concluding Acquisition and Cross-Servicing Agreements

a. Subparagraph 2.e.(4) of Enclosure B delegates to the CCMDs the authority to nominate non-NATO countries for designation as being authorized for an ACSA. No eligibility determination is required for ACSAs with NATO countries or international organizations

b. CCMDs nominating non-NATO countries for eligibility will provide such nominations in writing to the Joint Staff J-4 for review and forwarding to OUSD(A&S)/IBP/IC. Each nomination will be provided under separate memorandum and will contain the following information:

- (1) The name of the nominated country.
- (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) A request for authority to negotiate an ACSA.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

c. The nomination and request for authority to negotiate will be accompanied by a legal review from the nominating CCMD Staff Judge Advocate (SJA) office and a copy of the draft ACSA text, using the model text for CSAs agreed between DoD and DOS (C-175 Model Text). There is currently no C-175 authorization for AOAs. Requests to negotiate an AOA must be made to DOS for separate C-175 authorization, coordinated through the Joint Staff, OUSD(A&S)/IBP/IC, and DoD OGC.

d. Eligibility nominations and designations are not required for ACSAs with NATO countries and international organizations. However, CCMDs will submit a request for authority to negotiate ACSAs with NATO countries and international organizations in writing, with a copy of draft ACSA text using the model text approved by DOS (C-175 Model Text) to the Joint Staff J-4 for review and forwarding to OUSD(A&S)/IBP/IC.

e. CCMDs should allow a minimum of 60 days for processing of ACSA designation nominations and requests for authority to negotiate.

f. The Joint Staff J-4 will review and coordinate the CCMD nomination and request for authority to negotiate among other Joint Staff elements, including J-5 and OCJCS/LC. The nominating CCMD may be asked for clarification or additional information to strengthen the rationale for the nomination.

g. Upon completion of Joint Staff coordination, the Joint Staff J-4 will forward the nomination and request for authority to negotiate along with a copy of the draft ACSA text based on the C-175 Model Text to OUSD(A&S)/IBP/IC for review and coordination within OSD and with DOS. If OUSD(A&S)/IBP/IC decides to support the nomination and request to negotiate, OUSD(A&S)/IBP/IC will provide 30 days advance notification to the HASC, SASC, SFRC, and HFAC with the concurrence of DOS.

h. If the 30-day congressional notification period expires without congressional objection, and DOS has concurred with authorizing negotiations, OUSD(A&S)/IBP/IC will notify the Joint Staff J-4 that the nominated country or international organization ACSA eligibility has been approved and will authorize the negotiation of an ACSA.

i. Joint Staff J-4 will inform the nominating command via memorandum. As a matter of OSD policy, authority to negotiate will expire after one year from the date authority was granted, unless active negotiations remain in process. Eligibility determinations (if applicable) will expire after two years from the date authorized unless active negotiations are in process. Negotiations will be deemed to be active and in progress on transmission of the text to the

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

acknowledged foreign negotiator and a response from the acknowledged foreign negotiator that the text has been received. CCMDs are responsible for requesting extensions of authority to negotiate and eligibility determinations (if applicable) from OUSD(A&S)/IBP/IC, through the Joint Staff J-4.

j. In exceptional situations, OUSD(A&S)/IBP/IC may retain the authority to negotiate on behalf of DoD.

## 5. Developing, Negotiating, and Concluding Acquisition and 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 ACSA for negotiations is the current approved C-175 Model Text. This document is 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. Optional provisions should be selected and all changes from the current OSD-/DOS-approved model negotiating text should be identified in line-in-line-out format with rationale for any substantive changes provided as comments. Since there is currently no C-175 authorization for AOAs, requests to negotiate an AOA must be made to DOS for separate C-175 authorization, coordinated through the Joint Staff, OUSD(A&S)/IBP/IC, and DoD OGC.

(2) CCMDs must obtain authority to negotiate from the Joint Staff J-4 before entering into negotiations with a potential partner nation or international organization. Joint Staff J-4 will request authority to negotiate from OUSD(A&S)/IBP/IC upon receipt of a complete nomination and request for authority to negotiate from the applicable CCMD.

### b. Organize U.S. Negotiating Team

(1) The next step in the process is organizing the U.S. negotiating team. The responsible CCMD ACSA Logistics PM usually coordinates this step, which should include, at a minimum, the ACSA Logistics PM as lead negotiator.

(2) The CCMD's legal counsel or SJA may be included as appropriate. Representatives from the Joint Staff J-5 country desk team and/or Service Component or sub unified Commands may be included for complex or politically sensitive agreements. In addition, the CCMD ACSA Logistics PM should coordinate with the U.S. country team.

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(3) 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 and 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-language 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, including incorporation of Claims provisions, the U.S. negotiator should contact Joint Staff J-4 informally (including by telephone or e-mail) for guidance and further instructions. Joint Staff J-4 should consult with OUSD(A&S)/IBP/IC with any particular concerns that may arise during the negotiation process. If needed, OUSD(A&S)/IBP/IC will consult informally within the interagency process and provide alternative language or other instructions. No Claims provision, even if from the C-175 Model Text, may be provided to the foreign country or international organization with first obtaining OUSD(A&S)/IBP/IC authorization.

(3) As a result of the negotiations, the U.S. negotiator may agree to proposed modifications to the C-175 Model Text approved by OUSD(A&S)/IBP/IC when authority to negotiate is provided, on the condition that the changes will not be final until approved by the Joint Staff, OUSD(A&S)/IBP/IC, and DOS. The legal term for this “agreement to text subject to staffing and approval” is ad referendum.

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

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

d. Submit to Joint Staff J-4 and OUSD(A&S)/IBP/IC with Request to Conclude

(1) Once both the U.S. and partner nation negotiating teams have approved the ad referendum text, the CCMD ACSA Logistics 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 ad referendum text indicating deviations from the OUSD(A&S)/IBP/IC-approved draft text, 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 revisable text format.

(c) A signed legal review from the CCMD SJA office addressing the legal sufficiency of the obligations proposed in the draft ACSA. This review should also address any legal considerations pertaining to the draft ACSA’s deviations from the OUSD(A&S)/IBP/IC approved draft text.

(2) Joint Staff J-4 will forward the ACSA package and request to conclude to OUSD(A&S)/IBP/IC, which will coordinate a legal, policy, and financial review of the package within OSD.

(3) Upon completion of OSD coordination, OUSD(A&S)/IBP/IC will forward the proposed package to DOS for review and concurrence on providing authority to conclude. DOS and OUSD(A&S)/IBP/IC concurrence will be subject to resolving any issues identified by DOS or OUSD(A&S)/IBP/IC as requiring renegotiation with the partner. If the issues cannot be resolved, the negotiator may request assistance from OUSD(A&S)/IBP/IC and DoD OGC (which may include drafting proposed response language, answering follow-up questions, or participating in or leading virtual meetings or a face-to-face meetings).

(4) OUSD(A&S)/IBP/IC will notify Congress of the DoD intent to enter into an ACSA with a non-NATO partner IAW reference (a).

(a) At the completion of this process, OUSD(A&S)/IBP/IC will issue a memorandum granting authority to conclude the ACSA to the Joint Staff or its designated agent. Any required changes to the text of the agreement that

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

have not been resolved will also be provided with the OUSD(A&S)/IBP/IC authorization memorandum. OUSD(A&S)/IBP/IC approval to conclude is valid for one year. Joint Staff J-4 may approve a one-year extension of the authority to conclude without further coordination.

(b) If OUSD (A&S)/IBP/IC declines to grant authority to conclude, it will issue a memorandum declining to grant the authority to conclude, with the rationale, to Joint Staff J-4.

e. Re-delegate Authority to Conclude. OUSD(A&S)/IBP/IC authorization to conclude an ACSA will usually allow the Joint Staff J-4 to further delegate this authority. Upon receipt of the OUSD(A&S)/IBP/IC delegation memorandum, Joint Staff J-4 will generally re-delegate the authority to conclude the agreement to the responsible CCMD J-4 ACSA Logistics PM. In exceptional situations, Joint Staff J-4 will retain the authority to conclude on behalf of the CJCS.

f. 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 Logistics PM will prepare a final English version of the ACSA and provide it to the foreign country or international organization through U.S. country team channels. The foreign country or international organization is responsible for preparing a version in its native language if the ACSA is to be signed in two different language versions.

(2) If the agreement is to be signed in two languages, and if both language versions of the document are to be considered equally authentic, IAW the ACSA C-175 and section 5.1, subparagraph n. of reference (c), the CCMD ACSA Logistics PM must arrange for an official certification with the DOS Office of Language Services (OLS). This certification must confirm 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 OLS certifying official or ACSA Logistics PM may need to discuss the translation with the foreign country or international organization and obtain mutually agreed-upon adjustments to the translation to make this certification. The foreign language text must be certified by OLS before it is signed by the U.S. signatory.

(3) If the agreement is to be signed in two languages, with the English text being the controlling text, OLS certification is not required unless OLS certification is a condition of DOS concurrence to sign the ACSA. The CCMD

# UNCLASSIFIED



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

ACSA Logistics PM must arrange for an official certification with a certifying official. The certifying official must be designated as qualified, consistent with local practice, as specified in section 5.1, subparagraph n, of reference (c). The certifying official or ACSA Logistics PM 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 by a certifying official or OLS before it is signed by the U.S. signatory.

g. Conclude (Sign) Agreement. For purposes of military engagement, it is often preferable to have a contemporaneous mutual signing (either “wet” or digital) of the ACSA (i.e., 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 Logistics 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. It is recommended that a page break be inserted at the signature page, and when the signed text is returned, the ACSA Manager will use the final approved copy initially sent to the partner and attach the signed signature page. This procedure ensures that the partner cannot make changes to the previously agreed to and OSD-/DOS-approved text.

(2) Upon return of both copies, signed by the foreign country or international organization, the CCMD 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 Logistics 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.

(3) The CCMD ACSA Logistics 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 CCMD ACSA Logistics PM must coordinate the submission with OUSD(A&S)/IBP/IC. The CCMD ACSA Logistics PM will 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

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

CCMD international agreements repository (usually the SJA). The CCMD ACSA Logistics 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 concurrently.

## 6. Amending an Acquisition Only Agreement or Cross-Servicing Agreement

a. The process of amending an ACSA is the same as if the DoD Component were staffing a new draft ACSA for authority to negotiate and conclude.

b. The CCMD ACSA Logistics PM must coordinate and request OUSD(A&S)/IBP/IC, through the Joint Staff J-4, authority to conclude all amendments as described above.

c. There is no preapproved “template” for amendments because they are dependent on individual circumstances. The draft amendment should be developed in close coordination with the supporting SJA and provided to OUSD(A&S)/IBC/IC for approval when requesting authority to negotiate the amendment.

d. Foreign language certification and distribution requirements also apply to ACSA amendments.

## 7. Developing and Concluding Implementing Arrangements

a. IAs may be developed along with or separately from the framework 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.

(1) IAs that do not create binding obligations are not considered international agreements and do not need to be reported as such. They are usually drafted to be wholly within the scope of the framework ACSA and address only the administrative details associated with the reciprocal provision of LSSS under that ACSA. In circumstances when the IA is drafted as binding under international law, DoD OGC, in consultation with OCJCS/LC and the CCMD SJA, may determine the IA requires DOS approval. In some instances, the IA may require OUSD(A&S)/IBP/IC approval to conclude.

(2) IAs that create binding obligations under international law become international agreements and must then follow the same procedures as an ACSA.

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## b. Create the Proposed Draft Implementing Arrangement

(1) Generally, IAs are not required to execute ACSA transactions. Unlike ACSAs, 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 fuel transfers). 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 ACSA 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 IA should be developed in close coordination with the supporting SJA and staffed through interested offices within the CCMD and with DoD OGC. Once this has been completed, the draft IA must be staffed within the U.S. side to the CCMD for authority to negotiate.

(4) Once authorization to negotiate an IA is provided following DoD OGC review, CCMDs may negotiate IAs themselves or may grant authority to the requesting command or designee to negotiate (or negotiate and conclude).

c. Organize U.S. Negotiating Team. The responsible CCMD ACSA Logistics PM or the ACSA Logistics PM of the command who is delegated authority to negotiate the IA will organize the U.S. negotiating team IAW paragraph 5.c of Enclosure C, as applicable

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## d. Conduct Negotiations and Prepare Revised Draft English Version of the Implementing Arrangement

(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 of the IA, along with a briefing, if desired, should be presented to the foreign country or international organization by the U.S. country team prior to the commencement of negotiations. This will 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.

## e. Coordinate Draft Within Combatant Command

(1) Once the negotiation has been completed, the CCMD ACSA Logistics PM must coordinate the document at the CCMD level IAW applicable command guidance. This step may include coordination with Service Component or Subunified Command headquarters. Proposed IAs will be coordinated with DoD OGC.

(2) Draft IAs that affects other CCMDs’ geographic or functional AOR must be coordinated with the affected commands.

## f. Forward Selected Implementing Arrangements to Joint Staff J-4 for Review and Coordination

(1) All IAs require legal review from OCJCS/LC and DoD OGC prior to negotiation and conclusion. Draft IAs that fall within the scope of the ACSA and do not contain binding language do not require the prior approval of, or coordination with, Joint Staff J-4 or OUSD(A&S)/IBP/IC, other than OCJCS/LC and DoD OGC, prior to negotiation and conclusion. CCMD legal offices should submit these IAs directly to OCJCS/LC for review and coordination with DoD OGC.

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(2) Unless specifically advised otherwise by the Joint Staff J-4, drafts of the following IAs will be submitted to the Joint Staff J-4 for review and approval prior to being initially tendered to a foreign country or international organization. Before the IA can be concluded, additional DoD and interagency staffing may be required for the following:

(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, CJCS or OSD.

(3) If there is any question concerning the appropriate level at which a proposed IA should be reviewed and/or approved, the CCMD ACSA Logistics PM should consult the Joint Staff J-4, who may consult with OUSD(A&S)/IBP/IC and DoD OGC.

(4) The Joint Staff J-4 will coordinate the proposed IA with OCJCS/LC, Joint Staff J-5, and the Joint Staff Directorate with staff responsibility for the LSSS in question.

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

g. Modify Draft and Resubmit to Foreign Country or International Organization. Upon completion of CCMD, DoD OGC, and, if necessary, Joint Staff coordination, the responsible CCMD ACSA Logistics 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.

h. Obtain and Certify Foreign Translation of Implementing Arrangement

(1) Upon receipt of authority to conclude an agreement by the foreign country or international organization to any required text changes, the CCMD ACSA Logistics PM (or the negotiating command's ACSA PM) will prepare the final English version of the IA and provide it to the foreign country or international organization through U.S. country team channels. The foreign

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

country or international organization is then responsible for preparing a version in its language if the IA is to be signed in two language versions.

(2) Once the translated version of the IA has been received, the CCMD ACSA Logistics PM must arrange for an official certification that the foreign language and English language texts are in conformity with each other, and that both have the same meaning in all substantive respects IAW subparagraph 5.1. n. of reference (c).

(3) The certifying official must be designated as qualified, consistent with local practice, as specified in section 5.1.n., subparagraph n 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.

i. Conclude (Sign) IA. For purposes of military engagement, it is often preferable to have a contemporaneous mutual signing of the IA (i.e., 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 Logistics PM will forward both English and foreign language versions of the IA 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 Logistics 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 Logistics 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 Logistics 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 Logistics 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

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

international agreements repository (usually the SJA). The ACSA Logistics PM will also provide one electronically scanned copy (PDF format preferred) of the signed IA and the language certification letter to the Joint Staff J-4 concurrently.

(3) IAs that do not contain binding obligations are not subject to Case Act reporting requirements and do not require submission to OUSD(A&S)/IBP/IC or DOS but should be sent to DoD OGC and the Joint Staff J-4 for inclusion in their agreements data bases.

## 8. Amending an Implementing Arrangement

a. The process of amending an existing IA is the same as for a new IA. 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 Logistics PM (or concluding Command) 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. All IA amendments are subject to same DoD OGC and OUSD(A&S)/IBP/IC review requirements as an IA. Foreign language certification and distribution requirements for the concluded agreement also apply to IA amendments.

b. CCMDs should review all point of contact (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.

# UNCLASSIFIED

**UNCLASSIFIED**

CJCSI 2120.01E  
19 July 2024

(INTENTIONALLY BLANK)

**UNCLASSIFIED**



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## ENCLOSURE D

### EXECUTION PROCEDURES FOR ACSA ORDERS

1. Purpose. This enclosure prescribes procedures for executing ACSA orders under ACSA authorities. 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 orders. These procedures may be supplemented or adjusted to reflect conditions or requirements unique to a geographical or functional CCMD, its Service Component or Sub unified Commands, or a specific operation.

2. Scope. The ACSA program is intended to be executed by designated ACSA officials at the lowest practical and prudent organizational level. This enclosure prescribes procedures for acquiring LSSS under acquisition authority and for transferring LSSS under cross-servicing authority. Transfers include selling, leasing, loaning, or otherwise providing LSSS pursuant to an ACSA or an IA. Methods of payment include monetary reimbursement, RIK, and EVE.

#### 3. Acquisition and Transfer of LSSS Under Acquisition and Cross-Servicing Agreements

a. Transfer of LSSS for Monetary Reimbursement. The following procedures apply to the transfer, under ACSA authorities, of LSSS from the U.S. Armed Forces to the military forces of a foreign country or international organizations (or vice versa) for monetary reimbursement. For the purposes of this instruction, monetary reimbursement is understood to mean payment or remuneration by cash, check, electronic funds transfer (EFT), or any other legal and agreed upon means of monetary/financial reimbursement, also known as monetary instruments.

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

(a) The first step in the process is to identify the type, quantity, and timing of the U.S., foreign country, or international organization logistics requirement. Once the logistics requirement has been identified, the designated ACSA official confirms that the required support falls within the scope of LSSS permitted under ACSA authorities and is not otherwise inappropriate under ACSA (e.g., foreign disclosure and unusual liability).

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(b) The ACSA Finance Program Manager will confirm whether there is an applicable monetary ceiling for the transactions if such ceilings apply.

(c) If the U.S. is acquiring LSSS, the U.S. ACSA POC must determine that 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 the exercise or operation, and location).

(d) Acquisition of LSSS under acquisition-only authority may be executed through contracts negotiated by warranted contracting officers using the general procurement authority of reference (w), in conjunction with sections 2341 and 2343 of reference (a). All contracts that use chapter 137 authority must be executed by warranted contracting officers IAW the applicable DoD and Military Department procurement regulations.

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

(a) Once the requirement is deemed to be an appropriate ACSA order, 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. 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 (a) and (g).

(b) The transaction ordering authority will ensure the availability of reimbursement means (appropriated funds or exchange of LSSS) for the LSSS to be acquired. The ACSA order will specify the agreed upon form of reimbursement and ensure the reimbursement line of accounting is included.

(c) ACSA orders requesting assets or 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, will be forwarded to the USTRANSCOM ACSA Logistics Program Manager for review and approval.

(d) DoD Components entering ACSA transactions involving the provision of contracted civil aviation support to DoD by an ally or international organization must perform a threat assessment and develop a risk mitigation plan if the services are to be provided in a region or country in which the U.S. Federal Aviation Administration prohibits the operation of U.S. civil aircraft.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

This assessment and plan should the threat to DoD personnel and property, if any, and means of mitigating the risk to an acceptable level.

(e) DoD Components entering ACSA transactions involving the transportation of DoD personnel on the aircraft of an ally or international organization must verify the ally's or international organization's aircraft have been approved for DoD use IAW reference (v) prior to entering into the transaction.

## (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 the required parts of the Form 1-3a ACSA order form specified in the relevant cross-servicing agreement or IA if the minimum essential data elements specified in the underlying cross-servicing agreement or IA are provided. Once the form is completed and signed by both parties, it becomes part of the ACSA.

(b) If the United States is acquiring LSSS for monetary reimbursement, the designated ACSA PM will coordinate with the responsible Service Component or subunified Command financial management element before signing the ACSA order form to obtain fund certification for the dollar value of the order. The fund cite 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 into the relevant financial management system. Monetary reimbursement must be with the proper purpose funds (i.e., right color of money) for the LSSS acquired.

(c) If the United States is transferring the LSSS for monetary reimbursement, the ACSA order must reflect the fund cite of the account to which the reimbursement must be credited.

(d) In the event that incorrect pricing information is noted on the ACSA order, 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.

## (4) Initiate Order of LSSS

(a) Once the ACSA order is signed by both parties, the U.S. ACSA POC has five days to send the signed ACSA order to the responsible Component resource management element. Once received, the responsible

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

Component resource management element has five days to obligate committed funds. This step may involve coordination with one or more logistics or contracting officials of the responsible Service Component or sub unified Command. Requests for LSSS generated by a warranted contracting officer exercising Chapter 137 procurement authority do not require an ACSA order form.

(b) Assets or services provided or funded by USTRANSCOM under an ACSA order will be requested IAW the procedures described in reference (n). Air refueling provided by USTRANSCOM will be requested IAW reference (u).

## (5) Deliver LSSS and Verify Delivery and Receipt

(a) For support provided by the United States, LSSS specified in an ACSA order is delivered 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 signed ACSA order form or other agreed upon document and evidence of receipt to the responsible Service Component or subunified Command financial manager, who updates the Service financial management system to initiate billing and collection. A copy of the signed ACSA order and/or evidence of receipt will also be provided to the receiving party.

(c) In the case of partial deliveries, steps 3.a.(5)(a) and 3.a.(5)(b) will be repeated for each partial delivery until the entire order has been complete. After each partial delivery the order will be updated in AGATRS.

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

(a) Upon receipt of the completed ACSA order, the appropriate Finance Manager will update their financial management systems and coordinate with the appropriate finance office specified in the ACSA order for billing and debt collection.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(b) Once reimbursement is received, the DoD billing element will update its internal accounting and financial management systems and credit the DoD appropriation cited in the respective bill.

(c) Deadlines for billing and collection are detailed in references (a) and (l), and in the ACSA or IA under which the specific transaction is authorized.

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 monetary reimbursement.

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

(a) The process of negotiating the terms and conditions of a RIK or EVE order is generally the same as in transfer of LSSS for monetary reimbursement. However, there are some considerations unique to RIK and EVE that must be considered (e.g., return/replacement schedule, serviceability).

(b) ACSA orders for assets or services provided or funded by USTRANSCOM in which the military forces of the foreign country or international organization requests to provide RIK or EVE reimbursement will be forwarded to USTRANSCOM for review and approval. Generally, orders involving RIK or EVE reimbursement for services provided by USTRANSCOM using Transportation Working Capital Fund (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 is completed and signed by both parties, it constitutes a binding commitment. Before signing the order, the DoD ACSA POC must ensure the ACSA order for RIK or EVE reimbursement contains a

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

validated estimate of the value of the LSSS to be transferred. Once the form is completed and signed by both parties, it becomes part of the ACSA.

(b) An applicable fund cite (or cites) will be obtained once the order converts to a monetary transaction. If the RIK or EVE transaction is not completed as agreed upon, monetary reimbursement will be required. See Enclosure D, paragraphs 4.a.(3)(b) and (c), for details regarding fund cite requirements.

(c) Assets or services provided or funded by USTRANSCOM under an ACSA order will be requested IAW the procedures described in reference (n). Air refueling provided by USTRANSCOM will be requested IAW reference (u).

## (4) Initiate Order of LSSS

(a) Once the order is signed by both parties, the DoD ACSA POC will initiate the order of LSSS (for U.S.-provided support) through the appropriate logistics or contracting 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, DoD personnel should use existing standard logistics and/or contracting systems and processes for providing support under ACSAs. This applies also to ACSA orders for LSSS to be provided by private vendors contracted by DoD Components.

(b) Financial representative will ensure transaction is recorded as a payable or receivable (as appropriate) in the Service Component or Defense Agency's financial system of record. Once the replacement LSSS is provided or received, the settlement will need to be recorded in the financial system to clear the payable or receivable. Procedures to record RIK transactions in the Financial System will be IAW DoD 7000.14-R.

## (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 monetary reimbursement.

(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 sub unified Command financial management element. The latter holds this documentation pending foreign reimbursement via RIK or EVE.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(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 confirms reimbursement on the original ACSA order, or a separate document, and uploads these documents into AGATRS. The designated ACSA official will inform their financial representative that full reimbursement has been received.

(7) Process Order as Reimbursable Transaction in Case of Default. If the foreign country or international organization fails to fully reimburse U.S. Armed Forces via RIK or EVE within the required timeframe (a maximum of one year), the outstanding balance is converted into a monetary transaction, as required under references (a) and (g). The responsible Service Component or Subunified Command ACSA Logistics PM will notify, in writing with O-6 (or equivalent) endorsement, their financial management element of the failure to fully reimburse. The financial management element will then process the order as a monetary reimbursement and provide a memo, with O-6 (or equivalent) endorsement, with steps taken to ensure a positive resolution in a timely manner.

(8) For Assets Loaned and or leased under RIK Reimbursement, Verify Return in Serviceable Condition

(a) Upon the expiration of the RIK, 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 financial management element and note that fact on the ACSA order.

(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. This process applies in scenarios where the returned items are not equal in quantity or value to the initial support. The designated ACSA official will then forward this information to the responsible Service Component or sub unified Command financial management element. The financial management element then develops a bill and collects reimbursement as described in this enclosure. Note: Other international agreements may affect the ability of the U.S. to collect reimbursement for damages caused to DoD equipment while in the possession

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

of foreign military forces or international organizations. Consequently, prior to loaning high-value, delicate, or hard-to-replace equipment, the DoD ACSA POC should consult the SJA if there is any question regarding the ability to collect for possible damages to that equipment.

## 4. 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 DoD 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 orders may be executed if 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 above, 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 should agree that billing will occur at least quarterly (if not monthly) 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. For DoD acquisitions, 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 FY in which the service is performed. Accordingly, an ACSA order cannot be placed in one FY for services performed or paid for in another FY unless the order contained a “subject to availability of funds” clause. CCMDs should consult their legal advisor before placing any order that may continue across FYs.

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 more than that amount may not be

# UNCLASSIFIED



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

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.

## 5. Retransfers

### a. Policy

(1) U.S. law prohibits use of ACSA authority with one country to transfer LSSS to countries with which the U.S. does not have a current ACSA. Reference (b) requires prior written approval from the USG for the retransfer of LSSS from the original party's organization (e.g., their Ministry of Defence) or international organization recipient to a third party.

(2) If the USG approves the retransfer of LSSS provided by DoD to a third party, the original recipient of the LSSS remains obligated for reimbursement to the DoD for the full value of the entire quantity of LSSS originally provided by the DoD IAW the terms of the ACSA order. Further, the recipient third party must also agree not to further retransfer the LSSS without the prior written approval of the USG.

(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 6.b.(1), below, and all information in required ACSA reports.

### b. Requesting Approval for Retransfers of DoD-provided LSSS

(1) Requests by an ACSA partner for approval of a retransfer of any DoD-provided LSSS (as defined in reference (a)) will be prepared in writing by the responsible CCMD ACSA Logistics Program Manager in coordination with the Service Component or Subunified Command that originally provided the LSSS. The request must 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 validated value of LSSS to be retransferred.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

- (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(A&S)/IBP/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) OUSD(A&S)/IBP/IC will respond (approved, denied, or approved with conditions/restrictions) to the retransfer request to the affected CCMD through the Joint Staff J-4. If the request is approved, the DoD ACSA representative responsible for the original transaction will communicate the DoD response to the affected foreign country or international organization.

(5) The recipient of the retransfer will provide to the DoD a written undertaking not to further transfer the LSSS without the prior written approval of the USG. Such approval would be requested and processed in the same manner as the original retransfer approval.

c. Requesting Approval for DoD Retransfer of ACSA Partner Provided LSSS. If the DoD proposes retransferring LSSS acquired by the DoD under an ACSA to a third party, it must seek the written consent of the supplying partner. OUSD(A&S)/IBP/IC will review and approve requests for such consent.

## 6. Section 1207 Authority

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

b. Section 1207 Authority uses the existing procedures associated with the RIK exchanges associated with ACSAs. Recipient parties are responsible for associated transportation, maintenance, and training of equipment received under Section 1207 Authority. The loaned equipment can only be used in a

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

combined operation that is a contingency operation with the United States 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 geographical CCMD determines that U.S. forces have no unfilled requirements. Equipment may only be loaned for duration of the 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.

c. The Deputy Secretary of Defense (DepSecDef) has delegated this authority to geographical CCMDs and no lower than their deputy (see reference (r)).

d. Pursuant to the Arms Export Control 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) (title 22, U.S. Code, 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.

e. Loans are subject to annual reporting pursuant to the 1207 Authority and reference (r). In addition, a 15-day congressional notification is required in connection with training for deployments to combined operations.

f. Conditions for Release of Equipment to Coalition Partners

(1) The CCMD is responsible for ensuring accountabilities for all transferred equipment.

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

- (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, and each system will be separately identified. Transfers of SME will not be combined on the same ACSA transaction form as standard LSSS transactions.
- (4) The recipient coalition partner will sign for the equipment and maintain control for the duration of the transfer.
- (5) The ACSA order 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 partner will reimburse the DoD 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, IAW 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 DoD, 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 United States 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 United States, 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 orders.
- (9) OUSD(A&S)/IBP/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.

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

(11) Transfers for classified equipment or sensitive technology not previously authorized by DepSecDef will be coordinated with OUSD(A&S)/IBP/IC and the Defense Technology Security Administration (DTSA). These conditions will ensure that partner nations' authorized representatives agree to USG end-use and retransfer assurances, in a written arrangement, IAW 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(A&S)/IBP/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(A&S)/IBP/IC, and DTSA as appropriate. Based upon the CCMD's recommendation, SecDef 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 deliberation and adjudication (see reference (s)).

# UNCLASSIFIED

**UNCLASSIFIED**

CJCSI 2120.01E  
19 July 2024

(INTENTIONALLY BLANK)

**UNCLASSIFIED**

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## APPENDIX A TO ENCLOSURE D

### ACSA ORDER MINIMUM ESSENTIAL DATA ELEMENTS

|  |
|--|
| 1. <u>Agreement and/or Implementing Arrangement</u> . The ACSA identification number and, if applicable, IA identification number under which the order is placed.   |
| 2. <u>Order or Requisition Number</u> . Show the AGATRS system-assigned number unique to the specific order. This number is system-assigned based on ordering country/organization, Julian date, and document serial number. For example, "AS-21031-003" would indicate the third transaction executed for Australian forces 31 January 2021.  |
| 3. <u>Required Delivery Date and Location</u> . Date and Place of Delivery: Delivery place and date of LSSS, or, in the case of an Exchange Order, an agreed return date and place of replacement transfer. The date and place delivery of LSSS is required by the recipient. In the case of an Exchange Transaction, include an agreed date and place for delivery of the replacement LSSS. |
| 4. <u>Agreed Return/Replacement Date and Location</u> . In the case of an exchange transaction, include a date by which return/replacement must be accomplished, a place return/replacement is to be accomplished, and a return/replacement schedule, if applicable.   |
| 5. <u>Quantity and Description of Material/Services Requested</u> . Quantity and description of LSSS requested, to include National Stock Number (NSN) of Materiel, when applicable. In the event of an EVE Transaction, list the replacement line items.  |
| 6. <u>Unit of Issue</u> . The way the quantity is measured or expressed.   |
| 7. <u>Quantity Furnished</u> . The number of units received by the gaining party.  |
| 8. <u>Unit price</u> . Show the price, based on unit of issue, in the currency of the billing country.   |
| 9. <u>Total Validated Value of Furnished Line Item</u> . Quantity furnished multiplied by unit price.  |
| 10. <u>Total Order Amount</u> . Total validated value of all line items expressed in the currency of billing country.  |
| 11. <u>Currency of the Billing Country</u> . Billing country is determined by which party provided LSSS.   |
| 12. <u>Method of Reimbursement</u> . Indicate whether the transaction is reimbursable by monetary instrument (cash, check, or EFT), RIK, or EVE.   |
| 13. <u>Limitation of Government Liability</u> . If a firm fixed price or total validated value cannot be established prior to order authorization, show the maximum liability of the ordering/receiving organization.  |
| 14. <u>Fund Citation or Certification of Availability of Funds</u> . Show the funding source to include a line of accounting and certification that funds are available. This should always occur prior to signatures by the authorized requestor and acceptor.  |
| 15. <u>Authorized Ordering Official</u> . Obtain and show name (typed or printed), signature (wet scanned, digital, or graphic), signature date, title and organization of authorized ordering/requisitioning representative. Additional information on electronic processes and digital signatures is available in OMB Circular A-130, Appendix II.   |

D-A-1

Appendix A  
Enclosure D

UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|  |
|--|
| 16. <u>Authorized Acceptance Official</u> . Obtain and show name (typed or printed), signature (wet scanned, digital or graphic), signature date, title and organization of authorized acceptance representative. Additional information on electronic processes and digital signatures is available in OMB Circular A-130, Appendix II.   |
| 17. <u>Receiving Representative</u> . Obtain and show name (typed or printed), signature (wet scanned, digital, or graphic), signature date, title and organization of individual acknowledging receipt and acceptance of LSSS.  |
| 18. <u>Supplying/Invoicing Official</u> . Obtain and show name (typed or printed), signature (wet scanned, digital, or graphic), signature date, title and organization of individual acknowledging that the correct amount and type of LSSS was supplied.   |
| 19. <u>Designated Office Responsible for Payment</u> . Designated office responsible for payment. Name, mailing address, and email address of the office responsible to receive bill and submit monetary reimbursement for LSSS received.  |
| 20. <u>Designated Billing Office</u> . Designated billing office. Name, e-mail, and mailing address of the office responsible to bill for Logistic Support, Supplies, and Services provided. For U.S. buy orders, must include the designated office responsible for payment. For payee to be designated upon remittance, show the organization responsible for receiving monetary payment. Include all details necessary to receive cash, check or electronic fund transfers. |
| 21. <u>Additional Special Requirements, if any</u> . Examples include such special notations as transportation or special packaging. Show any additional needs of the receiving organization, if applicable.   |
| 22. <u>Payee Banking Information</u> . Bank name, address, account name, account number, International Banking Account Number (IBAN), and Society for Worldwide Interbank Financial Telecommunication (SWIFT) Code.  |
| 23. <u>Financial Coordinator</u> . Has the responsibility to provide signature verifying the order has been fully disbursed or collected in the financial system of record.  |

UNCLASSIFIED



|   |  |  |  |   |  |   |  |   |  |
|---|--|--|--|---|--|---|--|---|--|
| STANDARD FORM FOR REQUEST, RECEIPT AND RETURN OR INVOICE                                    |  |  |  |   |  |   |  |   |  |
| A. REQUEST/DEMANDE  |  |  |  | C. INVOICE/FACTURE  |  |   |  |   |  |
| 1. REQUISITION NO./No de la demande   |  |  |  | 4. FROM/De (Requesting Party/demandeur)   |  | 5. NATION   |  | 22. INVOICING AUTHORITY/Service de facturation  |  |
| 2. SUPPORT AGREEMENT/Accord de règlement  |  |  |  | 6. TO/À (Supporting party/fournisseur)  |  | 7. NATION   |  | 23. INVOICE NO./No de la facture  |  |
| 3. MEANS OF TRANSPORT: AIRCRAFT/VEHICLE/SHIP/ Moyen de transport                            |  |  |  | 8. TIME AND PLACE OF DELIVERY REQUESTED/Lieu et date de livraison demandée                  |  | DATE  |  | 24. TRANSACTION CODE (US USE ONLY)  |  |
| 9. RECEIVING PARTY/Destataire   |  |  |  | 10. NAME/Nom, RANK/Grade, SIGNATURE   |  | DATE  |  | 25. TRANSPORTATION DOCUMENT/No de bordereau   |  |
| 11. NATO STOCK NO./   |  |  |  | 12. QUANTITY REQUESTED/Quantité demandée  |  | UNIT/Unité  |  | QUANTITY DELIVERED/Quantité livrée  |  |
| 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. |  |  |  | 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. |  | 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. |  | 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. |  |
| 16. OTHER COSTS/Autres frais  |  |  |  | 17. METHOD OF COMPENSATION/Mode de compensation   |  | 18. AUTHORIZATION BY OFFICIAL OF SUPPORTING PARTY/Autorisation du responsable officiel      |  | 19. AGREED DATE OF RETURN/Date de restitution   |  |
| 20. RECEIPT, ACCEPTED/Reçu un bonnet et duly ferse  |  |  |  | 21. NAME/Nom, RANK/Grade, SIGNATURE   |  | 22. NAME/Nom, RANK/Grade, SIGNATURE   |  | 23. NAME/Nom, RANK/Grade, SIGNATURE   |  |
| 24. RECEIPT, ACCEPTED/Reçu un bonnet et duly ferse  |  |  |  | 25. NAME/Nom, RANK/Grade, SIGNATURE   |  | 26. NAME/Nom, RANK/Grade, SIGNATURE   |  | 27. NAME/Nom, RANK/Grade, SIGNATURE   |  |

Figure 1. Annex A to NATO Standardization Agreement (STANAG) 2034

UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

| UNCLASSIFIED//FOR OFFICIAL USE ONLY   |       |                                       |                     |                                  |  |                         |              |            |            |
|---|-------|---------------------------------------|---------------------|----------------------------------|--|-------------------------|--------------|------------|------------|
| Acquisition and Cross-Servicing Agreement (ACSA) / Mutual Logistics Support (MLS) ORDER FORM                            |       |                                       |                     |                                  |  |                         |              |            |            |
| 1. Requisition Number   |       | 2. Agreement/Implementing Arrangement |                     | 3. Operation/Theater             |  | 4. Order Date           |              |            |            |
| 5. Deliver to Unit  |       | 6. Deliver to Place                   |                     | 7. Deliver to Country (Location) |  | 8. Delivery Date (PoP)  |              |            |            |
| 9. Method of Payment<br>MONETARY  |       | 10. Currency                          |                     | 11. Max Government Liability     |  | 12. Transaction Summary |              |            |            |
| 13. Requested Line Item Summary   |       |                                       |                     |                                  |  |                         |              |            |            |
| No.   | Class | Sub Class                             | Fund Citation Abbr. | Stock No & Description           | Unit of Measure  | Qty Requested           | Qty Received | Unit Price | Total Cost |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| -   | -     | -                                     | -                   | -                                | -  | -                       | -            | -          | -          |
| 14. Total Cost Summary  |       |                                       |                     |                                  |  |                         |              |            | 0.00       |
| 15. U.S. Fund Citations - SOURCE ()   |       |                                       |                     |                                  |  |                         |              |            |            |
| -   |       |                                       |                     |                                  |  |                         |              |            |            |
| 16. Send Bill To: (Partner)   |       |                                       |                     |                                  |  |                         |              |            |            |
| Partner Nation Financial Representative Name  |       |                                       |                     |                                  | 17. Send Payment To: (US)  |                         |              |            |            |
| -   |       |                                       |                     |                                  | US Financial Representative Name   |                         |              |            |            |
| Partner Nation Finance Office Name  |       |                                       |                     |                                  | US Finance Office Name   |                         |              |            |            |
| -   |       |                                       |                     |                                  | US Finance Office Address OR Email Address   |                         |              |            |            |
| Partner Nation Finance Office Address OR Email Address  |       |                                       |                     |                                  | -  |                         |              |            |            |
| 18. Authorized Requestor (Signature)  |       |                                       |                     |                                  | 19. Authorized Acceptor (Signature)  |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| Name (Last, First, MI, Rank/Title)  |       |                                       |                     |                                  | Name (Last, First, MI, Rank/Title)   |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| Unit/Office   |       |                                       |                     |                                  | Unit/Office  |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| Nation/Organization   |       |                                       |                     |                                  | Nation/Organization  |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| 20. Inspected/Received By (Signature)   |       |                                       |                     |                                  | 21. Supplying/Invoicing Official   |                         |              |            |            |
| I acknowledge and confirm receipt and acceptance of support/supplies/services as indicated in Blocks 1-14 of this form. |       |                                       |                     |                                  | I certify the amount invoiced is exclusive of all taxes from which exemption has been granted and that the Invoice is correct. |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| Name (Last, First, MI, Rank/Title)  |       |                                       |                     |                                  | Name (Last, First, MI, Rank/Title)   |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| Unit/Office   |       |                                       |                     |                                  | Unit/Office  |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| Nation/Organization   |       |                                       |                     |                                  | Nation/Organization  |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| 22. Remarks   |       |                                       |                     |                                  | 24. Payee Banking Information  |                         |              |            |            |
| -   |       |                                       |                     |                                  | Bank Name/Address: -   |                         |              |            |            |
| 23. Partial or Completed Delivery of Initial LSSS   |       |                                       |                     |                                  | Account Name/No: -   |                         |              |            |            |
| Partial <input type="checkbox"/> Complete <input type="checkbox"/>  |       |                                       |                     |                                  | IBAN: -  |                         |              |            |            |
| -   |       |                                       |                     |                                  | SWIFT/ABA: -   |                         |              |            |            |
| -   |       |                                       |                     |                                  | 25. Invoice No.  |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| -   |       |                                       |                     |                                  | 26. Purchase Order No.   |                         |              |            |            |
| -   |       |                                       |                     |                                  | -  |                         |              |            |            |
| NOTICE: BANK TRANSFER FEES ARE THE RESPONSIBILITY OF THE REMITTER.  |       |                                       |                     |                                  |  |                         |              |            |            |
| UNCLASSIFIED//FOR OFFICIAL USE ONLY   |       |                                       |                     |                                  |  |                         |              |            |            |

Figure 2. Standard Monetary ACSA Order/Receipt/Invoice Form produced in AGATRS (Form 1-3a)

UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

Figure 3. Standard RIK ACSA Order/Receipt/Invoice Form produced in AGATRS (Form 1-3a)

**UNCLASSIFIED**

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|   | <b>Task/ Objective</b><br><br><b>Provide a Staff Assistance Checklist to enhance ACSA program management.</b> | <b>Response</b><br>(Responses other than “Yes” require comment to support) |    |     | <b>Reference</b>              |
|---|---|--|----|-----|-------------------------------|
| 1 | Does the unit have the following (on hand or digital):  |  |    |     |                               |
|   | CJCSI 2120.01 latest version.   | Yes  | No | N/A | CJCSI 2120.01E Enclosure E    |
|   | Title 10, U.S. Code, sections 2341–2350, subchapter I, Chapter 138  | Yes  | No | N/A | CJCSI 2120.01E Enclosure E    |
|   | DoD Directive 2010.9, “Acquisition and Cross-Servicing Agreements,” 28 April 2003                             | Yes  | No | N/A | CJCSI 2120.01E Enclosure E    |
|   | DoD Instruction 5530.3, “International Agreements,” 4 December 2019   | Yes  | No | N/A | CJCSI 2120.01E Enclosure E    |
|   | CJCSI 2300.01 Series, “International Agreements”  | Yes  | No | N/A | CJCSI 2120.01E Enclosure E    |
| 2 | Does the unit have the following appointment orders (on hand or digital):                                     |  |    |     |                               |
|   | A designated ACSA Logistician in writing prior to execution of a transaction.                                 | Yes  | No | N/A | CJCSI 2120.01E A9             |
|   | Financial personnel with a DD Form 577 or an appointment memo.  | Yes  | No | N/A | FMR Vol 11A, Chapter 08 2.3.2 |
|   | ACSA signature officials with an official delegation memo from higher authority.                              | Yes  | No | N/A | FMR Vol 11A, Chapter 08 2.3.2 |
|   | Is the designation memo loaded in AGATRS?   | Yes  | No | N/A | CJCSI 2120.01E A9             |

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|   |   |     |    |     |   |
|---|---|-----|----|-----|---|
| 3 | Does the unit track all manual ACSA orders and are they loaded in AGATRS within 5 days with proper approvals.   | Yes | No | N/A | CJCSI 2120.01E A.10   |
| 4 | At a minimum, does the ACSA order include:  |     |    |     |   |
|   | Agreement and/or Implementing Arrangement. The ACSA identification number and, if applicable, IA identification number under which the order is placed.   | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Order or Requisition Number. Show the AGATRS system-assigned number unique to the specific order.   | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Required Date and Location. Date and place of delivery of LSSS is required by the ordering official. Include a delivery schedule, if applicable.  | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Agreed Return/Replacement Date and Location. In the case of an exchange transaction, include a date by which return/replacement must be accomplished, a place return/replacement is to be accomplished, and a return/replacement schedule, if applicable. | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Quantity and Description of Material/Services Requested. Quantity and description of LSSS requested, to include NSN of Materiel, when applicable. In the event of an Exchange Transaction, list the replacement line items.                               | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Unit of Issue. Unit of Issue (aka, Unit of Measurement) refers to the quantity of an item such as each, dozen, gallon, pound, ream, yard, etc.  | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Quantity Furnished. Show the number of units issued or received, as applicable  | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|  |  |     |    |     |   |
|--|--|-----|----|-----|---|
|  | Unit price. Show the price, based on unit of issue, in the currency of the billing country.  | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Total Value of Furnished Line Item. Quantity furnished multiplied by unit price.   | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Total Order Amount. Total value of all line items expressed in the currency of billing country.  | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Currency of the Billing Country. Billing country is determined by which party provided LSSS.   | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Method of Reimbursement. Indicate whether the transaction is reimbursable by monetary instrument (cash, check, or EFT), RIK, or EVE  | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Limitation of Government Liability. If a firm fixed price or total value cannot be established prior to order authorization, show the maximum liability of the ordering/receiving organization.  | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Fund Citation or subject to availability of Funds. When applicable under Parties' procedures, show the funding source when advance payments are to be provided, or, if funding is not to be paid in advance, include a certification that funds are available. | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |
|  | Authorized Ordering Official. Obtain and show name (typed or printed), signature (wet scanned, digital or graphic), signature date, title and organization of authorized ordering/requisitioning representative.   | Yes | No | N/A | CJCSI 2120.01E<br>Enclosure D,<br>Appendix A;<br>FMR Vol 11A,<br>Chapter 08 5.2 |

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|   |  |     |    |     |   |
|---|--|-----|----|-----|---|
|   | Authorized Acceptance Official. Obtain and show name (typed or printed), signature (wet scanned, digital, or graphic), signature date, title and organization of authorized acceptance representative.                       | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Receiving Representative. Obtain and show name (typed or printed), signature (wet scanned, digital, or graphic), signature date, title, and organization of individual acknowledging receipt and acceptance of LSSS.         | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Invoicing Official. Supplying Representative. Obtain and show name (typed or printed), signature (wet scanned, digital or graphic), signature date, title and organization of individual acknowledging the issuance of LSSS. | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Designated Office Responsible for Payment: Name, e-mail, signature, and mailing address of the office responsible to receive bill and submit monetary reimbursement for LSSS received.                                       | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Designated Billing Office: Name, e-mail, and mailing address of the office responsible to bill for logistic support, supplies, and services provided.  | Yes | No | N/A | CJCSI 2120.01E Enclosure D, Appendix A; FMR Vol 11A, Chapter 08 5.2 |
|   | Payee Banking Information. Bank name, address, account name, account number, IBAN, and SWIFT Code.   | Yes | No | N/A |   |
| 5 | Does the unit ensure that a single individual performs only one of the following functions: Are controls in place to ensure that a single individual performs only one of the following functions on each ACSA order.        |     |    |     | CJCSI 2120.01E A.6.r.1.a; FMR Vol 11A, Chapter 08 2.2.3             |
|   | 1. Initiation of the ACSA Transaction requirement.   | Yes | No | N/A | CJCSI 2120.01E A.6.r.1.a; FMR Vol 11A, Chapter 08 2.2.3             |

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|   |   |     |    |     |  |
|---|---|-----|----|-----|--|
|   | 2. Authorizing the ACSA Transaction Officer.  | Yes | No | N/A | CJCSI 2120.01E<br>A.6.r.1.a; FMR Vol 11A, Chapter 08 2.2.3                           |
|   | 3. Receipt, inspection, and acceptance of the ACSA LSSS that are transferred with the transaction.  | Yes | No | N/A | CJCSI 2120.01E<br>A.6.r.1.a; FMR Vol 11A, Chapter 08 2.2.3                           |
|   | 4. Signing the ACSA Transaction as the Finance Officer confirming disbursement of payment or acceptance of the re-imbursement payment.  | Yes | No | N/A |  |
| 6 | Does the ACSA orders include:   |     |    |     | Chapter 137, Section 2341 and Chapter 138, Sections 2341-2350 of title 10, U.S. Code |
|   | Scope of services.  | Yes | No | N/A | Chapter 137, Section 2341 and Chapter 138, Sections 2341-2350 of title 10, U.S. Code |
|   | Timeframes of how long services are needed.   | Yes | No | N/A | Chapter 137, Section 2341 and Chapter 138, Sections 2341-2350 of title 10, U.S. Code |
|   | Geographic areas/location of services to be provided reflect proper POC information.  | Yes | No | N/A | FMR Vol 11A, Chapter 08 2.1.1  |
| 7 | For Monetary Orders: Does the Financial ACSA PM ensure reimbursement is paid by 30 days from the date of invoice, demand letter, or notice of payment due; unless a specific due date is established by statute, contract provision, or notice of indebtedness? | Yes | No | N/A | FMR Vol 11A, Chapter 08 2.1.1  |

# UNCLASSIFIED



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|    |   |     |    |     |  |
|----|---|-----|----|-----|--|
|    | Do all bills include a completed Form 1-3a generated in AGATRS?   | Yes | No | N/A | FMR Vol 11A, Chapter 08 2.1.2                                    |
| 8  | For Exchange/ Replacement Orders: Does the appointed ACSA Financial PM ensure that orders are recorded and accrued in compliance with Generally Accepted Accounting Principles?   | Yes | No | N/A | FMR Vol 11A, Chapter 08 2.1.2                                    |
|    | Are recorded accounts payable and accounts receivable related to the exchange of goods and service settled through the issue or receipt within 12 months of the original (initial) order date of delivery, or within 90 days of an agreed upon settlement conference documented via the authorizing signatory certifying authority to the ACSA agreement? | Yes | No | N/A | FMR Vol 11A, Chapter 08 2.1.2                                    |
|    | Does a financial coordinator confirm payment in the accounting system of record and is 1-3A signed prior to closing out the request.  | Yes | No | N/A | CJCSI 2120.01E A.11.b (5) and D.3.a; FMR Vol 11A, Chapter 08 8.0 |
| 9  | Does the Financial ACSA PM design and implement effective internal controls for seeking reimbursement from coalition partners and ensure the CCMD ACSA Program Manager is updated with appropriate data.  | Yes | No | N/A | DoD Directive 2010.9 4.14  |
| 10 | Does the CCMD ACSA PM perform monitoring activities and exercise oversight responsibilities in the ACSA program to ensure program management per regulatory guidance?   | Yes | No | N/A | DoD Directive 2010.9 (5.6.8) And FMR Vol 11A, Chapter 8 (4.0)    |
| 11 | Does the CCMD ACSA PM design and implement internal monitoring for overdue orders and ensure data in AGATRS has been updated to support quarterly and annual reporting requirements.  | Yes | No | N/A | CJCSI 2120.01E A.8   |
| 12 | Does the ACSA PM document JKO training for all AGATRS users.  | Yes | No | N/A | CJCSI 2120.01E A.8   |
|    | Are training certifications uploaded for each user in AGATRS?   | Yes | No | N/A | CJCSI 2120.01E A.8   |
| 13 | Does the ACSA PM perform and document organization-level training that supplements JKO training?  | Yes | No | N/A | CJCSI 2120.01E A.10  |

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|    |  |     |    |     |                        |
|----|--|-----|----|-----|------------------------|
| 14 | Does the installation or organization ensure AGATRS is properly updated with all ACSA transactions conducted with foreign forces or international organizations? | Yes | No | N/A | CJCSI 2120.01E A.10    |
|    | Are copies of invoices loaded in AGATRS.?  | Yes | No | N/A | DoD Directive 2010.9 5 |
| 15 | Does the ACSA PM adhere to all regulatory guidance on ACSA execution and always ensure program management.   | Yes | No | N/A |                        |

Figure 4. Staff Assistance Inspection Checklist for ACSA program management

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## ENCLOSURE E

### REFERENCES

- a. Title 10, U.S. Code, sections 2341–2350, subchapter I, Chapter 138
- b. DoDD 2010.09, 28 April 2003 incorporating Change 1, effective 1 August 2018, “Acquisition and Cross-Servicing Agreements”
- c. DoDI 5530.3, 4 December 2019, “International Agreements”
- d. CJCSI 2300.01D, 5 October 2007 current as of 27 September 2013, “International Agreements”
- e. Title 22, U.S. Code, section 2318
- f. Title 22, U.S. Code, section 2751 et. seq.
- g. DoD 7000.14-R, “Financial Management Regulation” Volume 11A, Chapter 8, “International Acquisition and Cross-Servicing Agreements”
- h. 22 CFR Part 121, “The United States Munitions List”
- i. CJCSI 3110.10G, 12 August 2020, “(U) Command, Control, Communications, and Computers (C4) Systems Supplement to the Joint Strategic Capabilities Plan (JSCP)”
- j. DoD 7000.14-R, “Financial Management Regulation” Volume 11A, Chapter 4, “User Fees”
- k. DoD 7000.14-R, “Financial Management Regulation” Volume 3, Chapters 13-15, “Receipt and Distribution of Budgetary Resources [Departmental/Intermediate/Execution Level]”
- l. DoD 7000.14-R, “Financial Management Regulation” Volume 16, Chapter 6, “Debt Owed to the Department of Defense (DoD) by foreign Entities”
- m. Joint Staff J-4, Acquisition and Cross-Servicing Agreement web site, <[https://intellipedia.intelink.gov/wiki/Acquisition\\_and\\_Cross-Servicing\\_Agreements\\_\(ACSA\)](https://intellipedia.intelink.gov/wiki/Acquisition_and_Cross-Servicing_Agreements_(ACSA))>
- n. DoD 4500.9-R, “Defense Transportation Regulation,” <<https://www.ustranscom.mil/dtr/index.cfm>>

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

- o. DoD Dictionary of Military and Associated Terms
- p. Joint Staff GENADMIN, 21 May 2015, "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, as amended
- s. CJCSI 4110.01F, 25 September 2021, "Joint Materiel Priorities and Allocation"
- t. Unified Command Plan, 25 April 2023
- u. USTRANSCOM Instruction 3200.01, "Policy for Air Refueling"
- v. DoDD 5030.61, "DoD Airworthiness Policy"
- w. Title 10, U.S. Code, chapter 137

# UNCLASSIFIED

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## GLOSSARY

### ABBREVIATIONS AND ACRONYMS

|            |   |
|------------|---|
| *ACSA      | Acquisition and Cross-Servicing Agreement           |
| *AGATRS    | ACSA Global Automated Tracking and Reporting System |
| *AOA       | Acquisition-Only Agreement                          |
| AOR        | area of responsibility                              |
| *CCMD      | Combatant Command                                   |
| CJCS       | Chairman of the Joint Chiefs of Staff               |
| CSA        | Cross-Servicing Agreement                           |
| DCS        | Direct Commercial Sales                             |
| DepSecDef  | Deputy Secretary of Defense                         |
| DFARS      | Defense Federal Acquisition Regulation Supplement   |
| DFAS       | Defense Finance and Accounting Service              |
| DLA Energy | Defense Logistics Agency                            |
| DoDD       | Department of Defense Directive                     |
| DoDDI      | Department of Defense Instruction                   |
| DOS        | Department of State                                 |
| DSCA       | Defense Security Cooperation Agency                 |
| DTSA       | Defense Technology Security Administration          |
| EVE        | Equal Value Exchange                                |
| FAR        | Federal Acquisition Regulation                      |
| FM         | Financial Management                                |
| FMS        | Foreign Military Sales                              |
| IA         | International Agreement                             |
| JKO        | Joint Knowledge Online                              |
| LSSS       | logistic support, supplies, and services            |
| NATO       | North Atlantic Treaty Organization                  |
| NDAA       | National Defense Authorization Act                  |
| OSD        | Office of the Secretary of Defense                  |

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

|                   |   |
|-------------------|---|
| OUUSD(A&S)/IBP/IC | Office of the Under Secretary of Defense for Acquisition<br>and Sustainment / Industrial Base Policy /<br>International Cooperation |
| PDF               | Portable Document Format (Adobe Acrobat)  |
| PM                | program manager   |
| POC               | point of contact  |
| POL               | petroleum, oils, and lubricants   |
| RIK               | Replacement-In-Kind   |
| SME               | Significant Military Equipment  |
| TWCF              | Transportation Working Capital Fund   |
| UN                | United Nations  |
| USTRANSCOM        | U.S. Transportation Command   |

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

## PART II – TERMS AND DEFINITIONS

Acquisition-Only Agreement. A legal instrument (other than a contract) entered into under the authority of title 10, U.S. Code, 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 DoDD 2010.9. (DoDD 2010.9)

Acquisition and Cross-Servicing Agreements. A legal instrument entered into under the authority of title 10, U.S. Code, chapter 138, subchapter I that may be either an Acquisition-Only Agreement or Cross-Servicing Agreement (DoDD 2010.9). Also called ACSA.

Acquisition and Cross-Servicing Agreement Authorities. For the purposes of this instruction, the legal authorities conferred under reference (a).

Acquisition and Cross-Servicing Agreement Global Automated Tracking and Reporting System. The Department of Defense system of record for the Office of the Secretary of Defense, Joint Staff, Combatant Commands, and Services to manage Acquisition and Cross-Servicing Agreement (ACSA) orders for logistics support, supplies, and services. This system also serves as the worldwide library for ACSAs and their associated implementing arrangements. Agreement Global Automated Tracking and Reporting System is an unclassified, web-based system that provides a worldwide automated means of building, tracking, and managing ACSA orders.

Acquisition and Cross-Servicing Agreement Logistics Program Manager. A designated individual, who is appointed in writing, with multiple responsibilities in support of the Acquisition and Cross-Servicing Agreement program in accordance with regulatory guidance.

Acquisition and Cross-Service Agreement Finance Program Manager. A designed individual, who is appointed in writing, with the responsibility to ensure signing of the ACSA order confirming disbursement or payment or acceptance of the re-imbursement payment and recording of Acquisition and Cross-Service Agreement Monetary Sales, Replacement In Kind (RIK)/Equal Value Exchange (EVE) buys, RIK/Eve sales, and aging of accounts payable and receivable. Detailed duty description are listed in DoD 7000.14-R, Volume 11A, Chapt 8, Par 2.3.

Combatant Command. 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

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

assistance of the Chairman of the Joint Chiefs of Staff. Combatant Commands typically have geographic or functional responsibilities. (JP 1-02)

Combatant Command Acquisition and Cross-Servicing Agreement Logistics Program Manager. A designated individual who is appointed by the Combatant Commander to organize and coordinate U.S. Negotiating Teams, submit requests to nominate countries for Acquisition and Cross-Servicing Agreement (ACSA) eligibility, submit requests to negotiate and conclude new agreements, obtain and certify foreign language certifications for agreements, coordinate draft text for new agreements and implementing arrangements with other Combatant Commands, and ensure all ACSA actions are accomplished per regulatory requirements. The Combatant Command ACSA Program Manager should be lead negotiator for new agreements, responsible for arranging language official certification, ensuring new and current agreements are properly executed and maintained per regulatory guidance.

Cross-Servicing Agreement. A legal instrument entered under the authority of title 10, U.S. Code, section 2342 that authorizes the reciprocal provision of logistic support, supplies, and services. A cross-servicing agreement is an international agreement under DoDD 2010.9.

DoD Components. The Office of the Secretary of Defense, the Military Departments, the Office of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the DoD field activities, the Defense Agencies, and all other organizational entities within DoD. (DoDD 5100.01)

Equal-Value-Exchange. Payment for a transfer conducted under this agreement in which it is agreed that the receiving party will replace logistic support, supplies, and services (LSSS) that it receives with LSSS of an equal value. The value of the LSSS subject to the transfer must be validated prior to the Acquisition and Cross-Service Agreement point of contact signing the order.

Financial Coordinator. A person who validates a buy or sell transaction has been completed in the appropriate Financial Management system and has the task of signing block 27 on the Form 1-3A. This person does not have to be a Certified Financial person and in some cases can be the appointed ACSA Financial Coordinator.

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



# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

themselves, they must be completely consistent with associated cross-servicing agreements and DoDD 2010.9. Implementing arrangements that do not involve the obligation of funds may extend for an indefinite period of time. An implementing arrangement is not an international agreement unless it creates a binding obligation under international law.

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. Code, section 2778(a)(1). (Title 10, U.S. Code, 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)

Monetary Reimbursement. Payment for a transfer conducted under this agreement in which it is agreed that the receiving party will pay by cash or currency, check, wire transfer, or electronic funds transfer for logistic support, supplies, and services (LSSS) that it receives. The value of the LSSS subject to the transfer must be validated prior to the Acquisition and Cross-Servicing Agreement point of contact signing the order.

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 acquisition and cross-servicing agreement. A mutual logistic support agreement is an international agreement under reference (c).

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

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 agreement, or implementing arrangement.

Overdue Order. Acquisition and Cross-Servicing Agreement orders that are not completed one year after final receipt of logistic support, supplies, and services. Transactions that are not received one year from their authorization date are overdue. Transactions that are not authorized one year from their creation date are overdue and should be cancelled in Acquisition and Cross-Servicing Agreement Global Automated Tracking and Reporting System.

Replacement-In-Kind. Payment for a transfer conducted under this agreement in which it is agreed that the receiving party will replace logistic support, supplies, and services (LSSS) that it receives with LSSS of an identical, or substantially identical, nature under agreed conditions. The value of the LSSS subject to the transfer must be validated prior to the Acquisition and Cross-Servicing Agreement point of contact signing the order.

Retransfer. Providing logistic support, supplies, and services acquired pursuant to an Acquisition and Cross-Servicing Agreement to a third party.

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 Combatant Command or further assigned to a subordinate unified command or joint task force. (JP 1-02)

Subordinate Unified or Sub unified 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 IAW 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. (JP 1-02)

Transaction. An order accepted by an authorized official executed according to agreed-upon terms, and completed by reimbursement (payment, replacement, or return).

# UNCLASSIFIED

CJCSI 2120.01E  
19 July 2024

Third Party. Any person or entity other than to the officers, employees, or contractors of a party to the agreement when acting in direct support of military missions for the benefit of the armed forces of a party.

Transfer. Selling (whether for payment by monetary instrument, 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 or implementing arrangement.

**UNCLASSIFIED**

CJCSI 2120.01E  
19 July 2024

(INTENTIONALLY BLANK)

**UNCLASSIFIED**

**UNCLASSIFIED**

(INTENTIONALLY BLANK)  
Inner Back Cover

**UNCLASSIFIED**

**UNCLASSIFIED**

INTENTIONALLY BLANK  
(BACK COVER)

**UNCLASSIFIED**