BY ORDER OF THE COMMANDER
UNITED STATES TRANSPORTATION COMMAND

USTRANSCOM INSTRUCTION 90-20
30 JANUARY 2012

Command Policy

PROCEDURES FOR COMMAND AGREEMENTS

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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RELEASABILITY: There are no releasability restrictions on this publication

OPR: TCJ5/4

Approved By: TCJ5/4 (Maj Gen Samuel D. Cox)
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This instruction implements United States Transportation Command (USTRANSCOM) Policy Directive (USTRANSCOMPD) 90-8, *Agreements with Other Agencies*. It identifies types of agreements, their governing directives, and the procedures to which USTRANSCOM and parties to the agreements should adhere. It is applicable to all USTRANSCOM Directorates, Command Support Group, and subordinate commands. Refer recommended changes and questions about this instruction to the office of primary responsibility using Air Force Form 847, *Recommendation for Change of Publication*. All parties to the agreements will maintain records created as a result of processes prescribed in this publication per USTRANSCOM Instruction 33-32, *USTRANSCOM Records Management Program*.

1. References and Supporting Information. References, related publications, abbreviations, acronyms, and terms used in this instruction are listed in Attachment 1.

2. Purpose. This instruction provides guidance for drafting, staffing, reviewing, and terminating agreements for which USTRANSCOM and its component commands are responsible.

3. Background. Agreements are employed to formalize support relationships between USTRANSCOM and other combatant commands, Military Departments and Services, and other government agencies. Agreements are to be used to further define areas of responsibility and understanding between parties to the agreement.

4. Policy. The requirement for an agreement can be generated from any source within USTRANSCOM or external to the command. Agreements are drafted and staffed by subject matter experts. The responsible topic expert will be the originator of the agreement, the point of contact for all reviews and revisions, and will be responsible for the generation and coordination of the document from inception to termination. The cognizant office will be identified by office symbol in the signed agreement and be responsible for that agreement until termination.

5. Responsibilities.

5.1. Within USTRANSCOM, the Policy and Doctrine Division (TCJ5/4-P) in the Strategy, Policy, Programs, and Logistics Directorate (TCJ5/4) is the office of primary responsibility (OPR) for managing

the agreements process. TCJ5/4-P will:

5.1.1. Monitor the development and coordination process.

5.1.2. Maintain copies of all active agreements in the Agreements Database Library.

5.1.3. Manage the annual agreement review process required by USTRANSCOMPD 90-8.

5.1.4. Coordinate Command Arrangements Agreements with the combatant commands.

5.1.5. Determine lead agent for developing/negotiating agreements with multiple directorate responsibilities.

5.1.6. Ensure TCJ5/4 coordinates on all support agreements and that other impacted Directorates are added as offices of coordinating responsibility when appropriate.

5.2. Office of Research and Technology Applications is the OPR for coordination on Cooperative Research and Development Agreements in accordance with USTRANSCOMI 61-2, *Technology Transfer and Cooperative Research and Development Agreement.*

5.3. Staff Judge Advocate (TCJA) will conduct a legal review of all agreements.

5.4. Program Analysis and Financial Management Directorate (TCJ8) will coordinate on all agreements having budgetary impact or the potential to increase costs USTRANSCOM.

5.5. Manpower and Personnel Directorate (TCJ1) will coordinate on all agreements impacting total labor/work year equivalents required for support of USTRANSCOM, or the other agency, work year transfers, or programs which could impact grade structures.

5.6. Acquisition Directorate (TCAQ) will coordinate on all support agreements involving acquisitions prior to supplying a draft to the other agency.

5.7. Command, Control, Communications and Computer Systems Directorate (TCJ6) will coordinate on all agreements that have the potential to affect any aspect of USTRANSCOM or Distribution Process Owner cyberspace, cyberspace requirements, or Transportation Working Capital Fund information technology systems, programs, initiatives or functions.

6. Agreements Process.

6.1. The decision on which agreement is most appropriate shall be made following consultation with governing directives, the other signatories, TCJ5/4 and, if necessary, TCJA.

6.1.1. Types of agreements covered by this Instruction include the following: (For definitions, refer to Attachment 1).

6.1.1.1. Command Arrangements Agreement

6.1.1.2. Interservice Support Agreement

6.1.1.3. Intragovernmental Support Agreement

6.1.1.4. Memorandum of Agreement

6.1.1.5. Memorandum of Understanding

6.1.1.6. Command to Command Agreement

6.1.2. Types of agreements maintained in the Agreements Database but governed by other directives (For definitions and governing directives, refer to Attachment 1)

6.1.2.1. Cooperative Research and Development Agreement

6.1.2.2. International Agreements. In accordance with USTRANSCOMPD 90-8, TCJA is OPR for all international agreements.

6.1.2.3. Service Level Agreements

6.2. In accordance with USTRANSCOMPD 90-8, subject matter experts are responsible for drafting and staffing agreements.

6.2.1. Determine Signature Authority for Agreements**.** Refer to USTRANSCOM PD 90-8 for determining signature authority for agreements.

6.2.2. Prior to staffing the draft for coordination/comment within USTRANSCOM, provide to TCJ5/4-P for first review.

6.2.3. Staff draft for coordination/comment within USTRANSCOM. Adjudicate comments/resolve any issues. Provide approved draft to other party's Action Officer for review/comment and adjudication in other organization. Once Action Officer level review is complete at both organizations, prepare signature draft.

6.2.4. Provide signed electronic copy to TCJ5/4-PD for posting in Agreements Library

6.3. Annual Review. TCJ5/4-P will initiate an annual review to determine the applicability and currency of agreements maintained in the Agreements Library located on the USTRANSCOM Portal.

6.3.1. TCJ5/4-P will provide a list to each Directorate, Command Support Group, and subordinate command of each agreement for which that particular office is responsible. The list will include type of agreement, purpose, title, date signed, expiration/review date, and OPR.

6.3.2. USTRANSCOM Directorates, Command Support Group, and subordinate commands are responsible for identifying their agreements as either active or inactive, and for providing electronic

copies of agreements which are active but not included in the Agreements Library.

6.3.3. If a review identifies the need for revision, the OPR will inform TCJ5/4-P of the change in status of the agreement, and conduct the revision in the same manner as staffing a new agreement.

6.3.4. If the review identifies the need to terminate an agreement because it is no longer current or applicable, the OPR will take necessary action, to include coordination within his/her Directorate, if required, to terminate per the terms of the agreement. When all actions are complete, the OPR will notify TCJ5/4-P that the agreement is no longer current and should be removed from the Agreements Library.

6.4. Agreements Format. See Attachments 2 through 4 for Memorandum of Understanding, Memorandum of Agreement, and Support Agreement sample formats. Attachment 5 contains an OPR checklist for drafting an agreement, and Attachment 6 contains an agreements process chart which identifies the steps from drafting to completion. Follow preparation instructions in DOD 4000.19, *Interservice and Intragovernmental Support*, for completion of the DD Form 1144, *Support Agreement.*

7. Adopted Form: DD Form 1144, *Support Agreement*

SAMUEL D. COX
Major General, USAF
Director, Strategy, Policy, Programs, and Logistics

Attachment 1

GLOSSARY OF REFERENCES, ABBREVIATIONS, ACRONYMS, AND TERMS

Section A – References

Department of Defense Instruction 4000.19, *Interservice and Intragovernmental Support*
Department of Defense Directive (DODD) 2010.9, *Acquisition and Cross-Servicing Agreements*
DODD 5100.03, *Support of the Headquarters of Combatant and Subordinate Unified Commands*
DODD 5530.03, *International Agreements*
DOD 7000.14-R, *DOD Financial Management Regulation,* Volume 11A, Chapter 1,
Joint Publication 1-02, *Department of Defense Dictionary of Military and Associated Terms*
Air Force Instruction (AFI) 25-201, *Support Agreements Procedures*
AFI 33-115, Volume 1, *Network Operations (NETOPS)*
USTRANSCOMI 20-5, *Logistic Support Using Acquisition and Cross-Servicing Agreements*
USTRANSCOM PD 90-8, *Agreements with Other Agencies*
USTRANSCOMI 61-2, *Technology Transfer and Cooperative Research and Development Agreements*

Section B - Abbreviations and Acronyms

DOD – Department of Defense
OPR - Office of Primary Responsibility
TCJA – Staff Judge Advocate
TCJ5/4 - Strategy, Policy, Programs, and Logistics Directorate
TCJ5/4-P - USTRANSCOM, the Policy and Doctrine Division
USTRANSCOM - United States Transportation Command
USTRANSCOMPD – United States Transportation Command Policy Directive

Section C – Terms

Command Arrangements Agreement (CAA). A general umbrella agreement with another unified command which establishes procedures and relationships and delineates responsibilities between the Commander, USTRANSCOM (TCCC), and that Combatant Commander.

Command to Command Agreement (CCA). An agreement between a USTRANSCOM Directorate, Transportation Component Command, or Command Support Group and a major command, or the component or Command Support Group of another unified command.

Cooperative Research and Development Agreement (CRADA). An agreement between one or more federal laboratories and/or technical activities and one or more nonfederal parties. Under a CRADA, the government laboratories and/or technical activities shall provide personnel, services, facilities, equipment, or other resources with or without reimbursement (but not funds to the nonfederal parties). The CRADA partners share in the intellectual property developed under the effort.
Refer to USTRANSCOMI 61-2.

International Agreement. Any agreement concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international organization that is signed or agreed to by personnel of any DOD component, by representatives of the Department of State, or any other Department or Agency of the U.S. Government, that signifies the intention of its parties to be bound in international law. Any oral agreement that meets these criteria is an international agreement. The DOD representative who enters into the agreement shall cause such an agreement to be reduced to writing. These agreements are outside the scope of this instruction and are managed by TCJA. Refer to DOD Directive 5530.03, *International Agreements*, DOD Directive 2010.9, *Acquisition and Cross-Servicing Agreements*, and USTRANSCOMI 20-5, *Logistic Support Using Acquisition and Cross-Servicing Agreements*.

Interservice Support Agreement (ISSA). An agreement by one DOD activity to provide recurring support to another DOD activity of another Military Service, Defense Agency, Unified Command, Reserve, National Guard, or Field Activity. It defines the support to be provided by one supplier to one or more receivers, specifies the basis for calculating reimbursement charges (if any) for each service, establishes the billing and reimbursement process, and specifies other terms and conditions of the agreement.

Intragovernmental Support Agreement. An agreement by a DOD activity to provide or receive support with another executive branch agency or subactivity thereof. They define the support to be provided by one supplier to one or more receivers, specify the basis for calculating reimbursement charges in accordance with the Economy Act of 1932, as amended (31 U.S.C. 1535, et seq.), establish the billing and reimbursement process, and specify other terms and conditions of the agreement.

Memorandum of Agreement (MOA): A document that defines general areas of conditional agreement between two or more parties—what one party does depends on what the other party does (e.g., one party agrees to provide support if the other party provides the materials). MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.

Memorandum of Understanding (MOU): A document that defines general areas of understanding between two or more parties—explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other support from receiver).

Support Agreement. A completed DD Form 1144 which documents the support a supplier provides a receiver, and the reimbursement the receiver will pay for that support. Preparation instructions for the DD Form 1144 are contained in DOD 4000.19.

Service Level Agreement (SLA). Service Level Agreements (SLAs) are initiated as required by communications directives and are technical agreements between two parties wherein one is the customer and the other the service provider. Refer to AFI 33-115, Volume 1, *Network Operations (NETOPS).*

Attachment 2
Sample Template for a Memorandum of Agreement between USTRANSCOM and Other Organizations

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

COMMANDER, UNITED STATES
TRANSPORTATION COMMAND
(USTRANSCOM)

AND

DEPARTMENT OF THE
_____

1. Authority and References:

a. All references that apply to the agreement should be listed separately and include classifications.

b. Classification of reference materials should be included if required.

(1) Further sub-bullets should indented and justified as illustrated
(2) Content deviations are authorized to meet the individual needs of the parties signing the agreement, but the basic structure and format of the document should follow the template.

c. Additional guidance for MOAs can be found in: USTRANSCOM PD 90-8, *Agreements With Other Agencies.*

2. Purpose: This section should include 1 – 2 sentences summarizing the agreement and the next paragraph will support the summary statement by providing specifics about the agreement covering who does what, etc.

a. For example: The purpose of the MOA between USTRANSCOM and the Department of the _____ is to outline responsibilities and major actions required to _____.

b. A MOA is a document that defines general areas of conditional agreement between two or more parties—what one party does depends on what the other party does (e.g., one party agrees to provide support if the other party provides the materials). MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.

3. Responsibilities:

a. USTRANSCOM will:

(1) Provide …
(2) Provide …
(3) Ensure …

b. Department of the _____ will:

(1) Provide …
(2) Provide …
(3) Ensure …

4. Effective Date, Periodic Review, and Termination:

a. This agreement shall become effective upon signing by the CDR USTRANSCOM and the Department of the _____.

b. There are two originals of this agreement. One original is held by USTRANSCOM and the other by Department of the _____.

c. The USTRANSCOM OPR for this agreement is XXXX/XX. This agreement may be revised, amended, or annexed subject to written consent of both parties. It may be canceled at any time by mutual consent of both parties or by either party upon giving at least 180 days notice to the other party.

d. This agreement will be reviewed ___ (annually, biennially, etc). A copy of the signed agreement will be provided by the USTRANSCOM element to the USTRANSCOM J5/5-PD for posting in the Agreements Library

5. Points of Contact *(give office names and phone numbers, not specific names. Agreements stay in effect longer than personnel stay in their positions)*

signed
_____
Signature Block
General, USAF
Commander
U.S. Transportation Command

Date: _____

signed
_____
Signature Block

Date: _____

Attachment 3
Sample Template for a Memorandum of Understanding between USTRANSCOM and Other Organizations

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

UNITED STATES
TRANSPORTATION COMMAND
(USTRANSCOM)

AND

_____

1. References:

a. All references that apply to the agreement should be listed separately and include classifications.

b. Classification of reference materials should be included if required.

(1) Further sub-bullets should indented and justified as illustrated

(2) Content deviations are authorized to meet the individual needs of the parties signing the agreement, but the basic structure and format of the document should follow the template.

c. USTRANSCOM guidance for agreements can be found in: Policy Directive 90-8, *Agreements With Other Agencies*

2. Purpose: This section should include 1 – 2 sentences summarizing the understanding and the subsequent paragraphs will further detail the understanding by covering specific responsibilities.

a. For example: The purpose of this MOU between USTRANSCOM and _____ is to document agreement on general aspects of support for _____.

b. A **Memorandum of Understanding (MOU)** is a document that defines general areas of understanding between two or more parties—explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other support from receiver).

3. Responsibilities:

a. USTRANSCOM will:

(1) Provide …
(2) Provide …
(3) Ensure …

b. _____ will:

(1) Provide …
(2) Provide …
(3) Ensure …

4. Effective Date, Periodic Review, and Termination:

a. This understanding shall become effective upon final signature.

b. There are two originals of this understanding. One original is held by USTRANSCOM and the other by US_____COM.

c. The USTRANSCOM OPR for this agreement is XXXX/XX. This understanding may be revised, amended, or annexed subject to written consent of both parties. It may be canceled at any time by mutual consent of both parties or by either party upon giving at least 180 days notice to the other party.

d. This understanding will be reviewed ___ (annually, biennially, etc). A copy of the signed agreement will be provided by the USTRANSCOM element to the USTRANSCOM J5/4-PD for posting in the Agreements Library

5. Points of Contact *(give office names and phone numbers, not specific names. Understandings stay in effect longer than personnel stay in their positions)*

signed	signed
_____	_____
Signature Block	Signature Block
Date: _____	Date: _____

Attachment 4
DD Form 1144, *Support Agreement w/MOA*

NOTE: Instructions for completing the DD Form 1144 can be found in DODI 4000.19, *Interservice and Intragovernmental Support*. It can be used as a stand-alone support agreement, or as the funding annex to a MOA. The following suggested statements could be included in Block 11, General Provisions block. Include only those statements that are pertinent and meaningful to the agreement. General Provisions are continued on an 8 ½ x 11 sheet of bond paper as an attachment to the DD Form 1144.

1. Purpose of agreement.
2. Prescribing Directives. Funding and reimbursement arrangements should be IAW supplier's directives.
3. Manpower review statement (provide an attachment signed by the supplier's Manpower office).
4. Civil Engineer or Environmental review statement where there is an environmental impact.
5. Legal review statement (signed by the supplier's Legal or Staff Judge Advocate office).
6. Security Forces review statement (signed by the supplier's Security Forces Office).
7. Distribution. (Minimum distribution should include the supplier and receiver supported units, as well as the supplier headquarters.
8. List attachments (i.e., Funding Annex, Manpower Annex, Environmental Review Statement)

Either the fillable .pdf dated Nov 2001 or the Microsoft Word version may be used. A completed example is provided on the following pages.

Attachment 4

SUPPORT AGREEMENT

1. AGREEMENT NUMBER *(Provided by Supplier)*	2. SUPERSEDED AGREEMENT NO. *(If this replaces another agreement)*	3. EFFECTIVE DATE *(YYYYMMDD)*	4. EXPIRATION DATE *(May be "Indefinite")*
FBXXXX XXXXX 0001		20111001	Indefinite

5. SUPPLYING ACTIVITY	6. RECEIVING ACTIVITY
a. NAME AND ADDRESS Communications Support Guys (CSG) 1234 Aircraft Ave Scott Air Force Base, IL 12345-1234	a. NAME AND ADDRESS COMSEC Management Folks (CMF) United States Strategic Command 321 Strategic Drive Offutt Air Force Base, NE 54321 - 4321
b. MAJOR COMMAND United States Transportation Command (USTRANSCOM)	b. MAJOR COMMAND United States Strategic Command (USSTRATCOM)

7. SUPPORT PROVIDED BY SUPPLIER

a. SUPPORT *(Specify what, when, where, and how much)*	b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
CSG will provide Open Secret Storage rated workspace, IT equipment and connectivity for seven CMF personnel: A detailed listing of equipment and services is located section 12 specific provisions and 13 Additional Provisions Annual cost for services $12,345	Annual cost for services	$22,724
One time cost to prepare space for 2 additional personnel	One time cost	$7,120

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: [X] YES [ ] NO

8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE	b. DATE SIGNED 23 Jan 12	a. COMPTROLLER SIGNATURE U Sstrat Com Chief Money Person	b. DATE SIGNED 23 Jan 12
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) TYPED NAME JOHN DOE		(1) TYPED NAME JANE DOE	
(2) ORGANIZATION Rear Admiral, U.S. Navy USTRANSCOM Chief of Staff	(3) TELEPHONE NUMBER (111) 555-1234	(2) ORGANIZATION Major General, U.S. Army USSTRATCOM Chief of Staff	(3) TELEPHONE NUMBER (999) 555-4321
(4) SIGNATURE	(5) DATE SIGNED 23 Jan 12	(4) SIGNATURE	(5) DATE SIGNED 23 Jan 12

10. TERMINATION *(Complete only when agreement is terminated prior to scheduled expiration date.)*

a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE	d. DATE SIGNED

DD FORM 1144, NOV 2001 PREVIOUS EDITION MAY BE USED. Reset Page 1 of 3 Pages

Adobe Professional 7.0

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

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

b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of United States Strategic Command prior to changing or cancelling support.

c. The component providing reimbursable support in this agreement will submit statements of costs to: United States Strategic Command.

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

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

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

During hurricane evacuation emergencies that will necessitate CSG to setup at an alternate location, essential CMF personnel will evacuate with CSG IAW the CSG/CMF Continuity of Operations Plan.

To ensure that CMF and CSG actions are coordinated during hurricane emergencies, the CMF Continuity of Operations Plan, when updated with STRATCOM markings will be vetted thru CSG HQ for coordination.

ADDITIONAL GENERAL PROVISIONS ATTACHED: [ ] YES [X] NO

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

Other Related Information:

Scott AFB and CSG have a signed DD form 1144 Base Support Agreement, Agreement Number FBXXXX-XXXXX-002. There is a total estimated non-reimbursable cost of $38,000 associated with this agreement. This agreement covers the support to CSG facilities provided by the 9876th Air Mobility Wing, Scott AFB, IL.

CSG will provide the COMSEC Management Folks (CMF) Open Secret Storage space within Building 861, CSG Headquarters facility. An itemized list of equipment, services and associated costs is captured in Section 13, Additional Provisions.

USSTRATCOM will be responsible for unforeseen modernization costs in support of CMF.

CSG will provide recall and after hours notification from current recall/on-call rosters provided by CMF

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: [X] YES [ ] NO

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*

Individual IT equipment expenses:

TOTAL $ 6,419

Office and operational support equipment:

TOTAL $5,105

Services Cost
Help Desk/Network support $1,600 per person (x7)

TOTAL $11,200

Grand total, assuming 7 people and a 3 year refresh cycle: $22,724 per year. Yearly cost of support TOTAL $22,724

One time FY 11 cost

Additional SIPRNET drops FY11	$1,200	2	$2,400 One time cost FY11	
Additional SIPRNET drops FY11	$1,200	2	$2,400 One time cost FY11	
Work station, desk, chair	$2,320	1	$2,320 One time cost FY11	(Additional work station already in place)

TOTAL $7,120 FYll one time cost

Attachment 5
OPR Checklist for Drafting an Agreement

_____Determine purpose and type of document

_____Who are the parties involved?

_____What is the Agreement going to accomplish?

_____What is the signatory level?

_____ Draft preliminary agreement

_____Forward to TCJ5/4-PD for informal review

_____TCJ5/4 returns draft to SME with comments

_____Prepare coordination draft

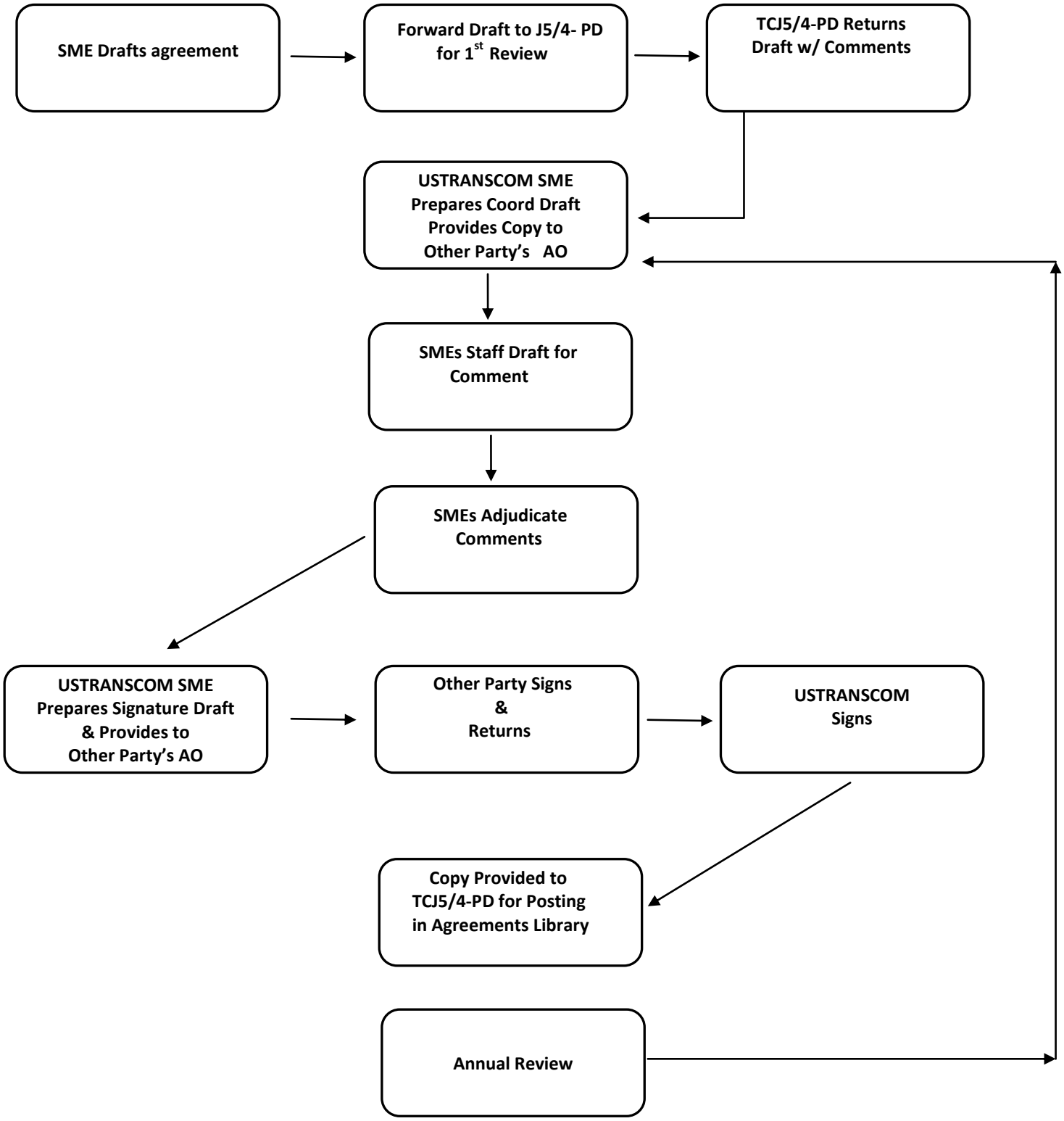
_____Staff for comment to appropriate TCCs/J-Codes

_____Provide draft agreement to other party for simultaneous staffing

_____Adjudicate/resolve comments

_____Prepare signature draft

_____Normally, obtain other party's signature first; then USTRANSCOM signatory signs

_____SME retains official copy and sends copy of signed agreement to TCJ5/4-PD for posting in the Agreements Library

Attachment 6
Agreements Process