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between two or more parties where actions of each party are not dependent on another party. Memorandum of Agreement (MOA) defines general areas of conditional agreement between two or more parties where the actions of one party depend on the actions of another party.

b. The MOUs between FORSCOM officials and representatives of foreign countries may also be international agreements. Subject to some exceptions, an "international agreement" is any agreement entered into between a military or civilian representative of a HQ FORSCOM staff element or FORSCOM subordinate command or organization and an official of a foreign government or of an international organization, which signifies the intention of the parties to be bound in international law. This includes any international agreement negotiated and entered into under authority delegated to FORSCOM by the U.S. Atlantic Command or the Secretary of the Army. An organization's authority to conduct a mission does not automatically equate to the procedural or substantive authority required to negotiate or enter into international agreements.

c. Any document may be categorized as an international agreement even if it is not formally titled as an "international agreement." For example, an international agreement may be a Memorandum of Understanding, Memorandum of Agreement, Memorandum of Arrangement, Statement of Understanding, or any other document connoting a similar legal consequence. Examples of international agreements include, but are not limited to, MOUs regarding small unit training exchanges between the U.S. Army and Foreign Forces; Standardization Agreements providing for mutual support or cross-servicing of military equipment, ammunition, supplies, and stores, or for mutual rendering of defense services, including training; and umbrella agreements, implementing arrangements, and cross-servicing agreements under the NATO Mutual Support Act. Questions concerning whether a particular agreement constitutes an international agreement should be directed to and resolved by the Chief, Military Law, Office of the FORSCOM Staff Judge Advocate.

4. Responsibilities

a. FORSCOM, Deputy Chief of Staff for Resource Management (DCSRM)

- (1) Formulates guidance on the use of MOUs within HQ FORSCOM.
- (2) Ensures FORSCOM compliance with AR 25-50, figures 2-23 and 2-24.
- (3) Maintains a listing of all MOUs to which FORSCOM is a party.
- (4) Ensures that command relationships involving financial management or more than one area of staff responsibility are documented in a MOU as required.

b. Other FORSCOM Principal Directorates, Commands and Organizations:

- (1) Document in a MOU command relationships involving their functional area of staff responsibility.
- (2) Notify DCSRM, ATTN: AFRM-PMA, when the need for a MOU becomes evident or a proposal for a MOU is received from another command. Notify the FORSCOM Chief, Military Law Division, prior to the negotiation and conclusion of all international agreements negotiated by or to be entered into by FORSCOM officials, irrespective of whether the agreement is being negotiated or concluded pursuant to previously delegated authority. Notification to DCSRM of contemplated or proposed agreements does not detract from the signature authority otherwise provided to officials of FORSCOM commands and organizations.
- (3) Initiate annual review and update of MOUs in their respective functional areas to ensure agreements are kept current.
- (4) Name an administrative, single point of contact (POC) as coordinator for MOUs in their respective staff agencies and provide the name of this POC to DCSRM, ATTN: AFRM-PMA.
- (5) Develop and publish MOUs in accordance with AR 20-50, Preparing and Managing Correspondence, figures 2-23 and 2-24.
- (6) Distribute finalized copies of MOU to FORSCOM installations, major subordinate commands, CONUSA, MACOM, and FORSCOM staff agencies having vested interest in the agreement.
- (7) IAW AR 550-51, International Agreements, paragraph 1-4(d) and USCINCLANTIST 5711.1A, International Agreements, paragraph 9(a), HQ FORSCOM, Staff Judge Advocate, Chief, Military Law, is FORSCOM's "central office of record" for international agreements entered into by officials of FORSCOM Headquarters and FORSCOM commands and organizations with officials of foreign governments and international organizations.

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5. Policies

a. The MOU will be used as the basic document for setting forth continuing intercommand relationships not covered by regulation.

b. The MOU will be used at MACOM level to define general areas of agreement between FORSCOM and other

MACOM or comparable level organizations of other Services or Government.

c. The MOU will not be used to reiterate responsibilities directed by regulation (i.e., host base operations support of Army tenants) although these responsibilities may be elaborated in local support agreements (SAs) to facilitate resource planning and management.

d. The MOU will be limited to a simple statement of responsibility. When it is necessary to document and formally agree to implement details and procedures, these matters will be covered in locally executed support agreements (SAs) at installation and activity level. (DCSPIM has staff proponency for SAs.)

e. As a rule, only one MOU will be executed by FORSCOM for each command. Exceptions due to security classification, uniqueness of the relationship, etc., will be reviewed on a case-by-case basis. Before executing a MOU, DCSRM will be consulted to see if a MOU already exists with that command.

f. While this command will participate in multilateral MOUs, their use is discouraged. Bilateral MOU will be used when HQ FORSCOM is the proposing headquarters.

g. A MOU initiated by HQ FORSCOM will be signed as follows:

(1) The responsible FORSCOM staff principal will sign a MOU that deals with a functional area that is the primary responsibility of that staff element within FORSCOM (e.g. DCSLOG will sign MOUs pertaining to maintenance).

(2) Should a MOU involve multiple directorates within FORSCOM and have a significant impact within each functional area, the Chief of Staff should sign for the command. Any technical aspects of the MOU should be briefed to the Chief of Staff or included in the decision memorandum or FORSCOM Form 1048, Transmittal/Action Control (FORSCOM Memo 1-11).

(3) A MOU that involves FORSCOM subordinate command and other MACOMs should be signed by the Chief of Staff or as otherwise delegated to officials of FORSCOM commands and organizations.

(4) DCSRM will be the FORSCOM signatory for all MOUs between FORSCOM and another MACOM that primarily involve fiscal resources.

h. When a proposed MOU is received from another headquarters, FORSCOM signatory may be the organizational counterpart of the signatory from the initiating headquarters. Normally, a MOU will not require the personal signature of the FORSCOM Commanding General.

i. Preparation instructions and format for MOUs are in AR 25-50, figures 2-23 and 2-24. In addition, all MOUs will have the following:

(1) The name of the commands involved immediately below the signature block.

(2) Effective date of the document if different from the date of the last approving official.

(3) A statement whether the MOU will remain in force after mobilization. If mobilization alters some provisions of the MOU, but not others, the nature of the changes should be stated.

(4) A statement indicating whether the current MOU supersedes an earlier document. If so, name and date of superseded document should be included.

(5) A provision for automatic biennial review of the MOU by all parties, generally 60 days prior to the anniversary date, ensures orderly resource planning. Significant changes in the MOU which affect resources should be included in the Command Budget Estimate.

(6) Include a provision for both mutually agreed upon and unilateral termination of the MOU.

j. Uniformity in preparing a MOU is desirable; however, the determining factor should be that the narrative clearly and effectively covers the terms of the agreement. A MOU deviating in format or content will be handled on a case-by-case basis.

k. International Agreements:

(1) No FORSCOM personnel may negotiate or enter into any MOU, MOA, or any other agreement constituting an international agreement without first notifying and consulting with the HQ FORSCOM, Office of the Staff Judge Advocate, Chief, Military Law. Officials of FORSCOM Commands or Organizations should obtain the concurrence of their servicing legal counsel prior to forwarding proposed international agreements to the FORSCOM OSJA.

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(2) Proposed international agreements must also be coordinated with the FORSCOM Principal Directorate with primary functional responsibility for the subject matter of the agreement prior to the negotiation and conclusion of such agreements. Prior coordination with the command's or organization's servicing legal counsel is necessary to ensure that both substantive and procedural legal authority exists under domestic and international law for the proposed agreement.

(3) IAW AR 550-51, para 1.6(b)(1)(b), requests to negotiate and conclude international agreements must be

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accompanied by a legal memorandum from the negotiating organization's legal office stating the constitutional, statutory, and other legal authority relied on for each obligation to be assumed by the United States in the agreement, as well as a discussion of other relevant legal considerations. Prior coordination with the FORSCOM Principal Directorate with primary functional responsibility for the matters covered by proposed agreements is also essential to ensure that such agreements are appropriate and necessary as a matter of policy.

(4) All FORSCOM Directorates, commands, organizations and elements will report annually to the FORSCOM Staff Judge Advocate, ATTN: Chief, Military Law Division, NLT 5 January of each year, all international agreements negotiated or concluded within the previous calendar year. An original copy of each agreement negotiated or concluded will be provided to the Chief, Military Law.

(5) Staff Judge Advocates or the senior legal advisors for FORSCOM commands and organizations are responsible for inquiring with the appropriate elements of their supported commands or organizations to determine the existence of reportable international agreements negotiated or finalized. They are also responsible for making the annual report to FORSCOM on behalf of their commands and organizations. The categories of information reported pertaining to each international agreement will comply with references in paragraph 2.d-i.

(6) FORSCOM elements with primary functional responsibility for the subject matter of an international agreement are responsible for permanently maintaining a complete negotiating history and a copy of the international agreement.

(7) Authority to negotiate and enter into international agreements which have been delegated to FORSCOM by higher headquarters, to include HQDA and the Commander, ACOM, is redelegated to FORSCOM Principle Directorates, and to Commanders of FORSCOM commands and organizations. Notification to and coordination with the Chief, Military Law Division, FORSCOM Office of the Staff Judge Advocate, and the FORSCOM Principle Directorate with primary functional responsibility for the subject matter of the agreement are required prior to the negotiation or conclusion of international agreements pursuant to this delegation of authority.

(8) Commanders and FORSCOM Principal Directorate Heads delegated authority pertaining to the negotiation or conclusion of international agreements may not redelegate such authority without prior approval of the FORSCOM Chief of Staff. All requests for authority to redelegate delegated authority must be coordinated with the FORSCOM OSJA, Chief, Military Law, who must also be informed within 10 days of all redelegations of authority granted under this paragraph.