



DEFENSE INFORMATION SYSTEMS AGENCY

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DISA INSTRUCTION 640-50-6*

POLICIES

Support Agreements

1. **Purpose.** This Instruction prescribes policy, assigns responsibility, and outlines duties for support agreements. It provides direction on determination and conditions for entering into reimbursable support agreements, documentation requirements, multiple agreements, and provisions and terms required by DISA. It addresses preparation; review and coordination; approving authority; and modification, amendments, and termination of support agreements. It advises of the Support Agreements Repository (SAR) and addresses DISA internal agreements.

2. **Applicability.** This Instruction applies to all DISA activities and subordinate commands, including special missions and combatant command field offices.

3. **Authority.** This Instruction is published in accordance with (IAW) the authority contained in DoD Instruction 4000.19, Support Agreements, 25 April 2013.

4. **Scope.**

4.1 This Instruction applies to the following:

4.1.1 Support agreements between DISA and other Federal agencies, both DoD and non-DoD.

4.1.2 Nonreimbursable support agreements between DISA and city, county, State, and federally recognized governments where Title 10 United States Code (USC) § 2679 applies. (The U.S. National Guard units can be considered either a DoD component command or State government command and should be determined prior to initiating a support agreement with a National Guard unit.)

4.1.3 Nonreimbursable support agreements between DISA and nonprofit organizations in limited situations where a statutory authority exists.

4.2 This Instruction does not apply to the following:

4.2.1 Reimbursable arrangements between DISA and city, county, State, and nonprofit organizations. (These arrangements would normally be documented with a contract.)

4.2.2 Any arrangement with for-profit organizations. (These arrangements would normally be documented with a contract.)

4.2.3 Agreements with a foreign government or military, including the North Atlantic Treaty Organization (NATO). (These agreements are addressed in DISA Instruction (DISAI) 100-50-5, International Agreements.)

4.2.4 Documentation for the sale of Agency Defense Working Capital Fund (DWCF) products or services to DoD agencies and commands or another DoD agency's or command's DWCF products or services to DISA.

4.2.5 Intra-agency and interagency assisted acquisition agreements, which are subject to the Federal Acquisition Regulation (FAR) Part 17.5, to include assisted acquisition agreements to obtain the services of any Federally Funded Research and Development Center via their sponsor and administrative agent. (These agreements are addressed in the DISA Interagency Acquisition Guide.)

5. Definition of Support Agreement. A support agreement may be an intra-agency agreement, interagency agreement, or National Guard agreement. A support agreement is either reimbursable or nonreimbursable. A nonreimbursable agreement must not result in the servicing agency incurring incremental costs unless the servicing agency has specific authority to provide support without reimbursement. The Economy Act (31 USC 1535) authorizes reimbursable support agreements if the receiving agency documents that certain conditions exist (Determination and Findings memorandum or D&F). The support agreement and D&F allow the receiving agency to obligate funds for the requirement much like a contract. The objective of the Economy Act support agreement is to permit an agency to take advantage of another agency's experience or expertise (other than acquisition assistance). The Federal Acquisition Regulation does not apply to support agreements for interagency reimbursable work performed by Federal employees (other than acquisition assistance) or to interagency activities where contracting is incidental to the purpose of the transaction.

6. Policy. Support agreements will be used in a manner that will ensure maximum benefit to DoD as a whole. The supplier will provide the same quality and quantity of support to a receiver, unless the supplier and the receiver agree to a different level of support.

7. Support Agreements Repository (SAR). The SAR is the official Agency repository for all signed support agreements. It includes guidelines, references, and templates to assist action officers (AO) in the preparation and coordination of agreements addressed in this Instruction. The SAR is maintained by the Resource Management Center (RMC) and is located on the Defense Enterprise Portal Service (DEPS). (Click on "Resources" at the top left of the screen.)

8. Determinations and Conditions for Entering into Reimbursable Support Agreements.

8.1 Intra-agency and interagency support may be provided by DISA when the support has been determined by the approving authority to be in the best interest of the Agency and DoD and the supplier has the capabilities to render the reimbursable support without jeopardizing assigned missions.

8.2 Intra-agency and interagency support may be requested from other DoD and non-DoD Federal activities when funds for any required reimbursement are available and when the approving authority has determined that acquired support from another DoD component or another Federal entity is in the best interest of the Federal Government.

8.3 All reimbursable support agreements for supplies and services provided to or received from other DoD and non-DoD Federal activities must comply with 31 USC § 1535, Agency Agreements, also known the Economy Act, unless the support is authorized under another statutory authority.

8.4 Consideration will be given to procuring the support from a commercial source when there is doubt that obtaining the required commercial-type support from other DoD or non-DoD Federal activities would not provide the best value to DISA.

8.5 Support agreement provisions defining specific responsibilities of the supplier and receiver will be negotiated at the lowest practical level commensurate with complexity, importance, and political sensitivity, although the approving authority will be IAW paragraph 16 of this Instruction.

9. Documentation Requirements.

9.1 **Memorandum of Agreement (MOA).** An MOA is prepared to document the specific terms and responsibilities of a binding agreement between two or more parties. An MOA includes specific terms that are agreed to and a commitment by at least one party to engage in action. It includes either a commitment of resources or binds a party to a specific action or both. An MOA may or may not include nonrecurring reimbursable support, but cannot include recurring reimbursable support.

9.1.1 An MOA that involves nonrecurring reimbursable support will include the additional information, as required by Department of Defense Instruction (DoDI) 4000.19, Support Agreements (authority document); identify the reimbursable task(s); and include details on the estimated amount of reimbursement, fiscal year(s) relative to when the service will be provided, and the type of funds used for the reimbursement.

9.1.2 An MOA that involves a combination of tasks and responsibilities, some of which will be provided on a reimbursable basis (nonrecurring only) and others that will be provided on a nonreimbursable basis, will identify and distinguish the reimbursable from nonreimbursable tasks and responsibilities.

9.1.3 A fully signed reimbursable MOA between two DoD component agencies or commands serves as the Economy Act Determination and Findings (D&F), if required.

9.1.4 Any service may not be provided arbitrarily by DISA to any non-DoD agency free of reimbursement. The DISA General Counsel (GC) should be consulted prior to entering into a nonreimbursable MOA with a non-DoD agency where DISA provides specific support utilizing DISA resources or includes the transfer of property.

9.2 Memorandum of Understanding (MOU). An MOU is prepared to document the general areas of understanding between two or more parties and contains no specific tasks or responsibilities. An MOU includes neither a commitment of resources nor binds a party to any specific action. An MOU can never include reimbursable support.

9.3 Department of Defense (DD) Form 1144: Support Agreement.

9.3.1 A DD Form 1144: Support Agreement, is required to document all recurring reimbursable support that is provided by DISA to another DoD component agency or command or received from another DoD component agency or command. It may be used to document nonrecurring reimbursable support provided to or received from another DoD component agency or command. It can be also used to document all recurring or nonrecurring reimbursable support provided by DISA or received from another non-DoD Federal activity, if the other activity agrees to use it in lieu of the Financial Management Service (FMS) Form 7600A: United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies General Terms and Conditions (G, T & C) Section. Detailed directions for completing the DD Form 1144 are provided with the DISA template.

9.3.2 A DD Form 1144 will be effective for a minimum of 3 fiscal years, unless the actual length of time to provide the service is less than 3 years and there is no expectation to continue the service after the expiration date. This 3-fiscal-year minimum is to reduce the administrative workload associated with drafting and staffing the DD Form 1144. The DD Form 1144 is to include the estimated dollar amounts of reimbursement for every fiscal year specified in the DD Form 1144, along with the type of funds being provided in each fiscal year.

9.3.3 A fully signed DD Form 1144 between two DoD component agencies or commands serves as the Economy Act D&F, if required.

9.3.4 A DD Form 1144 that documents a recurring reimbursable service may also include nonreimbursable services provided by the same supplier and nonrecurring reimbursable services.

9.3.5 A DD Form 1144 will not be used to document only a nonreimbursable service unless there is the potential for that service to become reimbursable in the future.

9.3.6 A DD Form 1144 must contain all data and language required by DoD 7000.14-R, DoD Financial Management Regulation.

9.4 Financial Management Service (FMS) Form 7600A. An FMS Form 7600A, United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies General Terms and Conditions (G, T & C) Section, will be used to document all recurring reimbursable interagency support provided by DISA and should be used to document all recurring reimbursable interagency support provided to DISA.

9.4.1 An FMS Form 7600A may be used to document nonrecurring reimbursable interagency support and may include nonreimbursable support.

9.4.2 An FMS Form 7600A may not be used to document only nonreimbursable interagency support.

9.4.3 When used, an FMS Form 7600A must contain all the information and provisions required by DISA to be included on a DD Form 1144.

9.5 Another Non-DoD Federal Department's Interagency Agreement Form. Other non-DoD Federal interagency agreement forms will not be used. An FMS Form 7600A will be used to document recurring reimbursable interagency support provided by DISA to a non-DoD federal department or agency.

10. Multiple Agreements. Only one type of agreement can be used to document any reimbursable service. A DD Form 1144, FMS Form 7600A, or another federal department's interagency agreement form can be used to document the recurring reimbursable service, but not more than one. Using an MOA in addition to one of these three formats for recurring reimbursable support is strongly discouraged for the following reasons:

10.1 Preparing both an MOA and a reimbursable support agreement requires significant additional work and staffing with no benefit or gain to the service being provided.

10.2 Establishing two effective support agreements, one for the reimbursable portion and another for the nonreimbursable portion, may create confusion if both agreements and subsequent amendments do not agree with each other during the entire life span of the agreements.

10.3 All the information, provisions, terms, and responsibilities that would be documented in the nonreimbursable MOA can be included in the DD Form 1144 or FMS Form 7600A.

10.4 Completing a nonreimbursable MOA, in addition to the reimbursable agreement, risks that the reimbursable support may be started before the reimbursable agreement is signed, thus violating Federal and DoD regulations or possibly the Anti-Deficiency Act.

11. Provisions and Terms Required by DISA. Provisions and terms are found in the DISA support agreement templates that are above and beyond those found in the DoD-provided forms or examples. This information is required to be included in the applicable support agreement before being signed by the DISA approval authority.

11.1 All commands and field offices that report to DISA will complete all requirements of this Instruction prior to signing any support agreement.

11.2 Any support agreement that is signed by a DISA approval authority without the reviews and approvals required by this Instruction will not be considered enforceable, and personnel involved may be subject to administrative action. Lack of DISA Office of General Counsel (OGC) review could expose the Agency and/or its personnel to legal liability.

11.3 Any support agreement that is signed by a DISA person who is not a DISA approval authority will not be considered enforceable. Each support agreement must be prepared and signed per this Instruction before service is started or reimbursement provided.

12. Responsibilities.

12.1 **Director for the Resource Management Center (RMC).** The Director, RMC, will:

12.1.1 Designate one or more Agency Support Agreements Managers (ASAMs).

12.1.2 Ensure either the Comptroller or Deputy Comptroller reviews and approves all Agency support agreements, amendments, modifications, and terminations for compliance with established financial policy; DoDI 4000.19 (authority document); and DoD 7000.14-R, DoD Financial Management Regulation, prior to signature by the DISA approving authority.

12.1.3 Administer a DISA repository of all support agreements entered into by DISA and ensure the repository meets all records management requirements and standards and supports audits of DISA financial records.

12.2 **Directors, Executives, Commanders, and Chiefs of Major Organizational Elements.** These individuals will:

12.2.1 Ensure all determinations and conditions for entering into reimbursable agreements are met IAW paragraph 8.

12.2.2 Ensure agreements are negotiated at the lowest practical level and coordinated and approved IAW paragraphs 15 and 16 prior to routing for approval and signature.

12.2.3 Ensure the local Resource Management Office (RMO) validates the availability of funds or reimbursable authority and coordinates on an agreement prior to the support agreement being approved by the DISA approval authority.

12.2.4 Ensure reimbursable support that is required to be documented with a support agreement is not provided or received by DISA offices until the required support agreement is fully signed.

12.2.5 Ensure the reimbursement for any reimbursable service or support that is required to be documented with a support agreement is not obligated or accepted until after the support agreement is fully signed.

12.2.6 Appoint a local Support Agreements Manager (SAM), in writing, as an official collateral duty assignment. (Alternate SAMs or assistant SAMs may be appointed, if needed. The requirements for a SAM also apply to an alternate or assistant SAM. [A template for the SAM assignment memorandum is provided by the ASAM.] This collateral duty assignment will be included in the SAM's Annual Performance Appraisal [DISA Form 208A: Performance Work Plan and Appraisal]. A SAM must be a government employee and of sufficient grade and

experience to perform the assigned duties. A SAM must be trained by an ASAM within 90 days of assignment. If the SAM responsibility is reassigned, the name of the individual assuming the SAM responsibility is to be provided to the ASAM within 15 working days of the change.)

12.2.7 Ensure an office of primary responsibility (OPR) and action officer (AO) are assigned for every agreement originated from within their organization or when their organization is to be the DISA coordinator if the agreement is originated by another command or agency.

12.2.8 Ensure the OPR for an active support agreement assigns a new AO to an active support agreement if the currently assigned AO is departing the position, organization, or Agency. (It is preferred that the new AO assignment be made prior to the departure of the AO to enable a turnover of the agreement files; however, the assignment is to be made within 5 working days of the departure of the AO.)

12.2.9 Coordinate on the DISA Form 9: Summary Sheet, to indicate approval with the provisions, terms, and responsibilities included in the agreement.

12.2.10 Sign support agreements as the approving authority, as delegated in paragraph 16.

12.2.11 Ensure fully signed copies of all support agreements are entered into the SAR, immediately upon signature, except those which are classified.

12.2.12 Ensure all active support agreements are reviewed annually to determine their effectiveness or if changing conditions necessitate the need for amendment, modification, or early termination. (The assigned OPR and AO are to provide the results of the annual review to the SAM within 30 days of the agreement's anniversary date.)

12.3 **General Counsel (GC).** The GC will review and approve all Agency support agreements and amendments or modifications for compliance with applicable statutes prior to signature by the DISA approving authority.

13. **Support Agreement Duties.**

13.1 **Agency Support Agreements Manager (ASAM).** The ASAM will:

13.1.1 Serve as the Agency's point of contact (POC) for policy guidance pertaining to support agreements.

13.1.2 Provide specific guidance and assistance to the local SAMs and AOs in drafting support agreements, amendments, modifications, and terminations to include providing templates for use in preparing all types of support agreements and making them available to SAMs and AOs.

13.1.3 Assist the SAMs and AOs in negotiations with the other agencies or commands, if needed and when possible.

13.1.4 Review all support agreements, amendments, modifications, and terminations to ensure compliance with DoDI 4000.19 (authority document) and this Instruction prior to being approved to be routed with a DISA Form 9: Summary Sheet.

13.1.5 Coordinate on the DISA Form 9 to ensure compliance with this Instruction.

13.1.6 Assign DISA agreement numbers to all support agreements and maintain a record of all DISA agreement numbers.

13.1.7 Maintain a repository of fully signed active and expired support agreements to support records management requirements and financial audits, monitor the repository for accuracy and currency, and manage assignment of SAM permissions, as required.

13.1.8 Monitor the annual review of all active agreements and document in the SAR.

13.1.9 Conduct analytical reviews of Agency support agreements and provide metrics and recommendations to DISA senior leaders, as requested.

13.1.10 Conduct training of newly appointed SAMs within 90 days of their assignment.

13.2 Support Agreements Manager (SAM). A SAM will:

13.2.1 Serve as the POC for their organization relating to support agreements and provide information to the ASAM upon request.

13.2.2 Receive training by the ASAM within 90 days of assignment. (Training must be completed prior to a SAM obtaining SAM-level access to the SAR.)

13.2.3 Assist AOs with advice and guidance on the preparation and coordination of all support agreements and amendments and terminations.

13.2.4 Review local draft agreements for overall quality and compliance with this Instruction and DISA templates and, once any needed corrections have been made, forward the agreements to the ASAM for review prior to the start of the formal coordination process.

13.2.5 Assist AOs in negotiations with other agencies or commands, when required.

13.2.6 Coordinate on the DISA Form 9: Summary Sheet, to ensure compliance with this Instruction.

13.2.7 Ensure fully signed and complete support agreement files, in electronic portable document format (pdf), are entered in the SAR within 5 working days after receipt.

13.2.8 Monitor the status of all unsigned support agreements that are being routed for review and approval with a DISA Form 9 and those that DISA has approved but have not been approved by the other party or parties.

13.2.9 Notify the ASAM, as soon as receiving notification from the AO, that a drafted, but not fully signed, support agreement will no longer be required and further staffing can cease.

13.2.10 Monitor the completion of annual reviews by AOs and update the SAR with the dates each agreement is reviewed.

13.2.11 Monitor the expiration dates of all active agreements in the SAR and contact the assigned AOs within 6 months of the expiration date to determine if the agreement is to be extended or replaced with a new agreement.

13.3 **Action Officer (AO).** An assigned AO will:

13.3.1 Prepare the support agreement using the DISA template if DISA is the supplier or drafter of the agreement. Ensure all provisions and terms in the DISA templates are included when negotiating with the other party if DISA is the receiver or party not drafting the agreement.

13.3.2 Negotiate the terms and conditions of the agreement with the supplier, receiver, or other party, as appropriate, and ensure close coordination with the other agency or command is maintained throughout the process of preparing the support agreement.

13.3.3 Ensure funds required for reimbursement are budgeted, available, and the correct type to meet the financial obligations called for in the support agreement for reimbursable support agreements where DISA is the service receiver. Ensure the required level of reimbursable authority is in place for reimbursable support agreements where DISA is the supplier. Ensure all financial and personnel resources and terms are documented in the support agreement.

13.3.4 Ensure any and all resources of all types are available to accomplish the tasks and responsibilities assigned to DISA in all support agreements.

13.3.5 Review the support agreement to determine if it is releasable under the Freedom of Information Act (FOIA).

13.3.6 Assign the for official use only (FOUO) dissemination control to a support agreement when it is unclassified but meets the FOUO requirements, according to paragraph 2 of enclosure 3 of DoD Manual 5200.01, Volume 4, Information Security Program: Controlled Unclassified Information (CUI).

13.3.7 Ensure a classified support agreement is properly documented with the correct classification and markings required by the applicable paragraphs of DoD Manual 5200.01, Volume 2, Information Security Program: Marking of Classified Information. (Every effort should be made to keep the level of classification for a support agreement, especially for a reimbursable agreement, at the lowest possible level, while still providing the minimum details required in the support agreement.)

13.3.8 Prepare the DISA Form 9: Summary Sheet, for assigned support agreements.

13.3.9 Monitor the progress of the staffing process when an assigned support agreement is approved for formal staffing and approval to ensure it is completed within DISA, either signed by the proper approval authority or returned with a definitive nonconcurrency.

13.3.10 Forward a copy of the complete fully signed support agreement to the other agency or command for signature and monitor the status of the approval progress of the agreement. Periodically apprise the OPR, SAM, and ASAM of the status of the approval of the agreement until it is fully signed. (If difficulty is experienced in coordinating with other agencies or commands in signing the support agreement, consideration should be given to transmitting the support agreement to the other party via formal correspondence requesting immediate signature and return to DISA.)

13.3.11 Forward a copy of the complete fully signed support agreement as an electronic portable document format (PDF) file to include all attachments and DISA Form 9s to the SAM within 10 working days of signature, except for an agreement which is classified. (For a classified support agreement, complete the provided repository cover sheet and forward a copy in an electronic pdf file to include all unclassified DISA Form 9s to the SAM within 10 working days of signature. If the support agreement is classified secret or below, forward a hard copy to the ASAM within 10 working days of the agreement being signed.)

13.3.12 Maintain a hard copy of all active classified support agreements until they expire.

13.3.13 Review all assigned active support agreements annually and notify the SAM of the results of that review within 30 days of the anniversary date of the support agreement. Initiate amendments, modification, or early terminations, as appropriate, in a timely manner.

13.3.14 Turn over all files on support agreements to either the new AO or OPR if departing or being replaced by a new AO for any reason prior to leaving the assigned position.

13.4 **Resource Management Office (RMO).** An RMO will:

13.4.1 Support AOs in the preparation and review of all support agreements with respect to required financial resources, terms, and transactions.

13.4.2 Confirm the correct type and amount of funds are budgeted and available to meet the DISA responsibilities called for in all nonreimbursable support agreements and those reimbursable support agreements where DISA is the support receiver. (Confirmation and approval should be indicated by coordinating on the DISA Form 9: Summary Sheet, prior to the support agreement being sent to RMC and/or Financial Management Directorate (FMD).)

13.4.3 Confirm there is sufficient reimbursable authority to provide the reimbursable service and accept the reimbursement called for in the reimbursable support agreement when DISA is the supplier. (Confirmation and approval should be indicated by coordinating on the DISA Form 9 prior to the support agreement being sent to RMC and/or FMD.)

14. **Preparation.**

14.1 Support agreements are prepared by the AO assigned by the OPR using the latest support agreement templates provided by the ASAM. A support agreement that is prepared by another command or agency need not be in the exact DISA template, but it must contain all the language, terms, conditions, provisions, and responsibilities contained in the DISA templates. All MOAs and MOUs between DISA and DoD component agencies and commands will contain the terms and language required by the DoDI 4000.19 (authority document).

14.2 Draft support agreements that have been prepared by the AO, have been negotiated with the AO and/or POC of the other parties to a level that is believed to be complete, and have received preliminary review by the OPR will be forwarded to the OPR's SAM for initial review, along with all attachments and a draft of the DISA Form 9: Summary Sheet, that has been prepared using the template provided by the ASAM.

14.3 Once the SAM has completed the review of the draft support agreement package and worked with the AO to resolve any identified problems, the SAM will forward the draft support agreement package to the assigned ASAM for review.

14.4 Once the ASAM has completed a review of the draft support agreement package and coordinated with the SAM and AO to resolve any identified problems, the ASAM will approve the support agreement package to be routed for review and coordination per the DISA Form 9. Should changes be made to any part of the agreement package during the routing, the AO will submit the support agreement package to the ASAM again for review of the changes. Once the ASAM approves the changes, the AO is to notify all personnel who have signed the DISA Form 9 of the changes that were made and obtain their concurrence on the changes.

15. **Review and Coordination.** Proper review and coordination with appropriate program, financial management, legal, and affected DISA offices ensures the support agreement meets statutory requirements; complies with DoD financial management, other DoD regulations, and agency requirements; and uses Agency resources appropriately. All support agreements must receive the formal review and concurrence by all the offices specified in subparagraph 15.1 and any additional offices specified in subparagraph 15.2 if the support agreement meets any of the requirements in subparagraph 15.2. All formal reviews and concurrence must be documented on a DISA Form 9.

15.1 The mandatory formal review and coordination requirements, in the order which they would normally appear on the DISA Form 9, are as follows:

15.1.1 Support Agreements Manager (SAM). A SAM reviews and coordinates on all support agreement, amendment, modification, and termination packages provided by the AO to ensure it has not been changed or revised from the draft version that was approved by the SAM and ASAM for formal review and approval.

15.1.2 Chain of Command of the Office of Primary Responsibility (OPR) for the Support Agreement. These individuals review and coordinate on all support agreements, amendments, modifications, and terminations that originated in their organization.

15.1.3 Resource Management Office (RMO). An RMO reviews and coordinates on all support agreements, amendments, modifications, and terminations. (This includes those involving reimbursement and those which specifically do not. Nonreimbursable agreements may result in an increase of financial resource commitment by DISA to accomplish the agreed to but nonreimbursable DISA tasks in the support agreement.)

15.1.4 Agency Support Agreements Manager (ASAM). The ASAM reviews the support agreement, amendment, modification, or termination prior to submission to the General Counsel (GC) to ensure no changes have been made to the package that was previously approved by the ASAM.

15.1.5 General Counsel (GC). The GC or designated Office of General Counsel (OGC) attorney reviews and approves all support agreements.

15.1.6 Resource Management Center (RMC) Comptroller, Financial Executive, and/or Deputy Comptroller (DC). The RMC Comptroller, Financial Executive, and/or DC reviews and approves all support agreements, amendments, modifications, and terminations and signs the DD Form 1144 in either block 8.a or 9.a, as appropriate.

15.1.7 Directors, Executives, and Chiefs of Major Organizational Elements. These individuals review and approve all support agreements amendments, modifications, and terminations that originate within their specific areas of responsibility and are under their management. (If they are the appropriate DISA approval authority, they are to also sign the agreement.)

15.2 Additional optional formal review and coordination requirements are to be added to the DISA Form 9 and are normally completed before the OGC review. The requirements are as follows:

15.2.1 Director for Development and Business Center (BDC). The Director, BDC, reviews and coordinates on all support agreements affecting DISA policy, mission, program objective memorandum (POM) submissions, and strategic direction and plans.

15.2.2 Workforce Management Executive (WMD). The Director, WMD, reviews and coordinates on all support agreements impacting personnel or manpower authorizations and the detail of personnel into and out of DISA for facility management-related services and all host-tenant type support agreements.

15.2.3 Director for Implementation and Sustainment Center (ISC). The Director, ISC, reviews and coordinates on all support agreements impacting telecommunications and network service costs, computer and enterprise services costs, and associated future Defense Working Capital Fund (DWCF) billing rates.

15.2.4 Risk Management Executive (RME) Information Technology Authorizing Official (IT-AO). The RME IT-AO reviews and approves all support agreements related to the DISA cybersecurity program or those that have potential to impact its objectives and the Agency's ability to maintain an acceptable information technology (IT) risk posture. (This applies but is not limited to all DISA IT that receives, processes, stores, displays, or transmits DoD information (i.e., information systems, platform information technology (PIT), and IT services and products). An AO should contact the assigned level 1 Information System Security Manager (ISSM) or an Authorizing Official Designated Representative (AODR) if there is any uncertainty as to if the IT-AO review and approval is required.)

16. Approving Authority. The approving authority for all DISA support agreements is the Director, DISA. The assigned Commanders of the Joint Interoperability Test Command (JITC), White House Communications Agency (WHCA), and DISA Combatant Command Field Offices are the approving authorities for support agreements for which their command is a party. The approval of a support agreement by the approving authority is signified by the approving authority signing the support agreement. The approving authority for all support agreements is delegated to the Vice Director and Chief of Staff.

16.1 Specifics for the further delegation of support agreement approval authority are as follows:

16.1.1 Approving authority for support agreements with DoD or non-DoD Federal agencies is delegated to the Directors, Executives, and Chiefs of major organizational elements. These individuals may delegate approval authority to their properly assigned Deputy only. (Further delegation is not authorized.)

16.1.2 Commanders of Special Missions and Commanders of DISA Combatant Command Field Offices may delegate approving authority to their properly assigned Deputy Commander or Executive Officer only.

16.1.3 Approving authority for no-cost agreements with city, county, State, and nonprofit organizations is only delegated to the Vice Director and Chief of Staff.

16.2 The following are exceptions to the delegation of approval authority:

16.2.1 Support agreements that affect the Agency as a whole or will affect Agency policy, mission, POM, or strategic direction will be approved by the Director, Vice Director, or Chief of Staff, as appropriate.

16.2.2 Support agreements permanently transferring Agency resources will be approved by the Director, Vice Director, or Chief of Staff, as appropriate.

16.2.3 Support agreements judged by the approving authorities delineated in subparagraph 16.1 to be at a level of complexity, importance, political sensitivity, or dollar value to warrant elevating approval and/or signature to a higher level will be approved by the Director, Vice Director, or Chief of Staff, as appropriate.

17. Amendments, Modifications, and Terminations. Amendments, modifications, and terminations will be prepared by the AO and forwarded to the SAM within 30 days of the change or decision to alter the terms of an agreement or terminate it prior to the stated expiration date. All modifications, amendments, and terminations will be formally routed for review and concurrence with a DISA Form 9: Summary Sheet.

17.1 When practical, reimbursable support agreement amendments and terminations should be made bilaterally and with sufficient advance notification to permit appropriate resource adjustments to be made during the budget formulation process. If an intra-agency support agreement must be unilaterally terminated, suspended, or significantly modified with less than 180-day notice to other parties of the agreement, the unilateral party may be billed by affected parties for reimbursement of unavoidable termination or procurement expenses incurred up to 180 days following the written notification. The 180-day limit and the requirement to reimburse for procurement expenses may not apply to interagency agreements, and reimbursement for termination costs are subject to negotiation IAW DoDI 4000.19 (authority document).

17.2 All changes will be documented, in writing, on a formal amendment to the support agreement and signed by the same level of approval authority as the original support agreement after coordination within DISA using the same functions and/or offices as the original agreement. All amendments, when signed by all parties, will be filed in the Agency repository.

17.3 An amendment or modification to a support agreement cannot extend the expiration date of any support agreement so that it is more than 9 years from the effective date of the original support agreement.

17.4 All support agreements are automatically terminated upon the expiration date indicated in the support agreement and cannot be amended to extend the expiration date after they have expired.

17.5 When a support agreement documented on a DD Form 1144 requires termination prior to the scheduled expiration date in block 4, the approving authorities will indicate their agreement by signing in block 10.a or 10.c on the signed DD Form 1144 after the standard formal routing indicated in paragraph 15 is accomplished.

17.6 When a support agreement documented on an MOA or MOU requires termination prior to the scheduled expiration date in the MOA or MOU, the approving authorities will indicate their agreement by signing a termination document indicating the date of the mutually agreeable termination or the unilateral termination after the standard formal routing indicated in paragraph 15 is accomplished. This termination document will indicate any outstanding issues.

17.7 Further legal review is required if an amendment changes the scope of work or changes the type of funds. No further legal review is required for an amendment if the scope of work does not change and the amendment allows for subsequent fiscal year funds of the same type.

18. Internal DISA Agreements.

18.1 An internal DISA agreement is a written agreement, either reimbursable or nonreimbursable, between two or more DISA organization(s) and/or subordinate command(s). Internal DISA agreements are never required to accomplish normal DISA business. Because internal agreements require significant administrative effort to prepare, staff, and sign, they will only be used when the DISA organizational heads and/or subordinate commanders involved believe that digitally signed e-mails are not sufficient and a formal written and signed agreement is required to document a significant arrangement.

18.2 Internal DISA agreements will be documented with either an internal DISA MOA or internal DISA MOU. These are the only formats authorized for use by all DISA organizations and/or subordinate commands for entering into an agreement with another DISA organization. The internal DISA MOAs and MOUs should not be confused with the MOAs and MOUs that are authorized by DoDI 4000.19 (authority document) and described elsewhere in this Instruction.

18.2.1 The internal DISA MOA will be used for all internal DISA arrangements that require reimbursement between the DISA organizations and/or subordinate commands signing the agreements.

18.2.2 The internal DISA MOU will be used for all internal DISA arrangements that do not require reimbursement between the DISA organizations and/or subordinate commands signing the agreements.

18.2.3 The DD Form 1144 will not be used for any internal DISA arrangement.

18.3 The templates provided by the ASAM will be used to prepare all internal DISA agreements.

18.4 The guidance provided in this Instruction for noninternal DISA agreements will be followed for the preparation, staffing, and approval of all internal DISA agreements with the following deviations:

18.4.1 Directors, Executives, Commanders, and Chiefs of major organizational elements may not delegate approval of an internal DISA agreement lower than their properly assigned Deputy Director, Vice Director, Deputy Commander, or Executive Officer.

18.4.2 The GC review and approval is not required for any internal DISA agreement.

18.4.3 Only one DISA organization and/or subordinate command will be the originator of each internal DISA agreement and assume the responsibility of the OPR. (This includes assigning the DISA AO for the internal DISA agreement from within the OPR.)

18.4.4 The OPR for internal DISA agreements will ensure the required staffing for every organization and/or subordinate command signing the internal DISA agreement is included on the DISA Form 9.

18.4.5 For internal DISA MOAs, the Resource Management Office (RMO) Division Chief for every organization and/or subordinate command signing the internal DISA MOA will review and coordinate on the DISA Form 9 for the agreement.

18.4.6 For internal DISA MOUs, the RMO for every organization and/or subordinate command signing the internal DISA MOU will review and coordinate on the DISA Form 9 for the agreement.

18.5 Any internal DISA agreement can be terminated at any time by the Director, Vice Director, or Chief of Staff.

MARK E. ROSENSTEIN
Colonel, USA
Chief of Staff

SUMMARY OF SIGNIFICANT CHANGES. This revision includes the authorization of and procedures for internal DISA agreements, changes in requirements for assisted acquisition agreements due to the major revision of the FAR Part 17.5 in December 2010, and publication of the DISA Interagency Acquisition Guide in October 2014. The title of the Instruction was changed and numerous changes were incorporated due to the publication of DoD Instruction 4000.19, Support Agreements, 25 April 2013, which is the primary DoD guidance and authority document for support agreements. Changes to the Support Agreements Repository (SAR) are now included due to its migration to the Defense Enterprise Portal Service (DEPS). Additionally, the office of primary responsibility (OPR) was changed from the Chief Financial Executive (CFE) to the Resource Management Center (RMC), specifically, the Resource Management Directorate (RM) RMC Resource Management Office (RM1).

*This Instruction replaces DISAI 640-50-6, 25 October 2007. This Instruction must be reissued, canceled, or certified current within 3 years of its publication. If not, it will expire 10 years from its publication date and be removed from the DISA issuances postings.

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