

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMANDER IN CHIEF, UNITED STATES ARMY,
EUROPE AND SEVENTH ARMY

AND

THE COMMANDING GENERAL, UNITED STATES ARMY MATERIEL
DEVELOPMENT AND READINESS COMMAND, EUROPE*

This Memorandum of Understanding (MOU) is made by and between the Commander in Chief, United States Army, Europe and Seventh Army, represented by the Deputy Chief of Staff, Host Nation Activities, hereinafter referred to as USAREUR; and the Commanding General, United States Army Materiel Development and Readiness Command, hereinafter referred to as DARCOM, represented by the Commanding General, United States Army Materiel Development and Readiness Command, Europe, hereinafter referred to as DARCOM-Europe.

1. PURPOSE: The purpose of the MOU is to establish support relationships between USAREUR and DARCOM-Europe and DARCOM subordinate elements concerning in-theater logistics support to be provided by DARCOM-Europe and DARCOM subordinate elements to USAREUR and by USAREUR to DARCOM-Europe and DARCOM subordinate elements. It establishes policies, procedures, and responsibilities under which the Commander in Chief, United States Army, Europe and Seventh Army (USAREUR), will provide administrative and logistics support to United States Army Materiel Development and Readiness Command (DARCOM) military, civilian, and US contractor personnel located in that command. This umbrella MOU between USAREUR and DARCOM establishes the parameters for which support agreements will be prepared for specific tasks to be performed by DARCOM subordinate elements pursuant to the authority and guidance contained herein and in applicable regulatory documents. Separate annexes to this MOU will identify unique missions and/or requirements not included herein.

2. REFERENCES:

- a. DoD 4000.19R, subject: Defense Regional Interservice Support (DRIS) Regulation.
- b. DoD 4515.13R, subject: Department of Defense Air Transportation Eligibility Regulation.
- c. AR 5-8, subject: Host Supported Activity Relationships (Intraservice).
- d. AR 10-11, subject: Organization and Functions - United States Army Materiel Development and Readiness Command.
- e. AR 27-10 and USAREUR Suppl 1, subject: Military Justice.

*This MOU supersedes the USAREUR/DARCOM Memorandum of Understanding dated 1/28 August 1980.

- f. AR 37-27, subject: Accounting Policy and Procedures for Intragovernment, Intradefense, and Intra-Army Transactions.
- g. AR 37-108, subject: General Accounting and Reporting for Finance and Accounting Offices.
- h. AR 37-49, subject: Budgeting, Funding and Reimbursement for Base Operations Support of Army Activities.
- i. AR 40-3, subject: Medical Care.
- j. AR 220-31, subject: Organization and Discontinuance of Special Foreign Activities.
- k. AR 385-10, subject: Army Safety Program.
- l. AR 415-15, subject: MCA Program Development.
- m. AR 420-10, subject: Facilities Engineering General Provisions.
- n. AR 420-70, subject: Buildings and Structures.
- o. AR 700-4, subject: Supply and Maintenance Technical Assistance Program.
- p. AR 700-95, subject: US Army Logistics Assistance Offices.
- q. AR 700-127, subject: Integrated Logistic Support.
- r. AR 740-1, subject: Storage and Supply Activity Operations.
- s. Department of the Army Civilian Personnel Regulation 254, subject: Civilian Personnel Administration Support.
- t. CINCUSAREUR OPLAN 4102 and DARCOM OPLAN 4102.
- u. USAREUR Reg 1-3, subject: International, Interdepartmental, Interagency, Interservice, and Intraservice Agreements.
- v. USAREUR Reg 220-5, subject: USAREUR Peacetime Stationing.
- w. USAREUR Reg 220-6, subject: Movements of Units in the United States Army, Europe.
- x. DARCOM-EUR-LOI, P-83-1, subject: Policies and Procedures for Formulating and Documenting Real Estate and Facilities Acquisitions for DARCOM elements within the United States Army, Europe (USAREUR).
- y. USAREUR Space and Planning Criteria Manual.

3. GENERAL: This agreement is established under the concept that:

a. The Commander DARCOM-Europe, will represent the Commanding General, DARCOM and act as coordinator and/or executive agent between the host and all subordinate elements of DARCOM listed at Annexes for administrative and logistics support provided under this agreement.

b. DARCOM will provide personnel, spaces, and funds for direct operating costs.

c. Reimbursement will be effected by use of DA Form 2544, Intra-Army Order for Reimbursable Services, at the community level. Finance officer at MSC will use SF 1080 (Voucher for Transfers Between Appropriations and/or Funds).

d. All support provided by USAREUR to DARCOM will be in accordance with USAREUR capabilities and standards.

e. When changes to organization or location of DARCOM personnel, agencies or contractors occur which affect their utilization of USAREUR facilities or required logistics support, the policies and procedures outlined in references 2v, 2w, and 2x will be complied with to assess adequacy and availability of resources and availability of life support. Relocation of DARCOM organization or personnel within USAREUR will be accomplished only after stationing action has been authorized in accordance with references 2v, 2w, and 2x.

f. DARCOM will provide USAREUR with information on new or changing support requirements on a timely fashion so that USAREUR can accomplish necessary planning, programming, and budgeting for the desired support.

g. Deviations necessitated by local conditions which are not in conflict with the provisions stated herein or other applicable directives and do not require additional resources (funds, personnel, manpower spaces) may be effected between the tenant and the host community commander upon mutual agreement; all other changes require the approval of DARCOM-Europe and USAREUR. DARCOM-Europe and USAREUR will keep each other advised of current and future major resource changes (dollars and manpower) which would impact on mission support to USAREUR by DARCOM and to DARCOM by USAREUR. Advice will be given with a lead-time of 18 months.

4. MISSION: The DARCOM-Europe mission is to:

a. Represent the Commander, DARCOM, as the single DARCOM manager and focal point in USAREUR.

b. Provide for command or operational control of all DARCOM organizational elements/personnel located in the European theater.

c. Provide centralized emergency/mobilization planning for all DARCOM elements in Europe to include publishing a transition to war plan in support of CINCUSAREUR OPLAN 4102 and other OPLAN's as applicable.

d. Serve as DARCOM focal point for Force Modernization and Integrated Logistics Support in Europe.

e. Perform liaison to improve customer service, provide logistics assistance, and assess support provided.

5. COMMAND AND CONTROL:

a. DARCOM personnel are responsible to the host community commander for compliance with host regulations, directives, and orders issued by the host community commander in the performance of his functions. They are also responsible to the host community commander for the performance of mutually agreed upon housekeeping duties in assigned areas.

b. DARCOM Officer Evaluation Reports, and Enlisted Efficiency Reports, and Civilian Performance Appraisals will be prepared, reviewed, and endorsed by DARCOM personnel under existing procedures. Supported units may prepare and submit input to performance appraisals of assigned personnel, in letter format, to the appropriate DARCOM supervisor.

c. In peacetime DARCOM-Europe will exercise command, operational control and/or supervision over DARCOM personnel, operations, and missions within the European theater, except that the supported command, i.e., USAREUR, will have the authority to provide requirements and assist in developing priorities with changes mutually coordinated.

d. In wartime, DARCOM-Europe will exercise command and/or supervision over all DARCOM personnel, operations, and missions. However, at a time specified in USAREUR OPLAN 4102, USAREUR will assume command of DARCOM-Europe.

e. DARCOM will provide similar services and perform the same functions in wartime as in peacetime unless prohibited by hostile military action/ circumstances. This requirement also applies to civilian personnel and contractor technicians assigned to this theater in peacetime (provided the availability of contractor technicians is not pre-empted by national or international law or other circumstances beyond Army control.) If DARCOM is prohibited from performing these functions in wartime, other means must be identified by mutual consideration of all alternatives.

6. RESPONSIBILITIES:

a. USAREUR will provide the following administrative and logistical support within USAREUR standards and capabilities on a non-reimbursable basis unless otherwise indicated, to the same extent that such support is provided USAREUR units.

(1) Military Personnel.

(a) Military personnel administration, to include in-processing and out-processing of personnel, maintenance of personnel records, processing military pay and allowances, processing personnel actions requiring action by higher headquarters, re-enlistment processing, casualty reporting, general education development, physical evaluation boards, personnel inquiries, and

general assistance, courier service for correspondence, provide CAP III reassignment notification rosters, and publish requests for military orders.

(b) Housing support including family housing, housing referral services, and unaccompanied personnel housing including enlisted quarters (barracks) space, rations, and messing facilities.

(c) Local welfare services, such as chaplain, troop information, and morale support activities, open messes, mortuary services, and education of dependents.

(d) Welfare funds. Provide for the participation of DARCOM personnel in the benefits of military welfare funds.

(2) Civilian Personnel.

(a) Administration of DARCOM civilian personnel will be as prescribed in the policies, regulations, and procedures of the Department of the Army as implemented by the Master Servicing Agreement between USAREUR and DARCOM. The administration of DARCOM subordinate command civilian personnel stationed in USAREUR that provide theater support in accordance with AR 700-4 will be accomplished as modified by supplements to the Master Servicing Agreement.

(b) Unaccompanied personnel housing, family housing support, and housing referral services to include furniture support and education of dependents program will be provided under the same procedures established for civilian personnel of the host command.

(c) Open mess, exchange, theater, mortuary services, and other morale and service privileges will be provided on the same basis as civilian employees of the host command with comparable grade and salary.

(3) US Contractor Personnel. Individual logistic support for US contractor personnel will be requested by DARCOM activities in accordance with Item VIII, Defense Procurement Cir 76-31 and USAREUR Reg 600-700 and provided only when specific approval has been granted by USAREUR.

(4) Legal Services. Administration and processing of military justice and related actions pertaining to DARCOM military personnel in-theater will be accomplished by appropriate general court-martial jurisdictions within USAREUR in accordance with USAREUR Supplements to AR 27-10 and the area jurisdiction concept.

(5) Inspection.

(a) Maintenance inspection of vehicles (POV's and administrative use vehicles) when required.

(b) Real property and installation property where DARCOM is a tenant.

(c) Messing facilities, except for local national operated canteens.

(6) Comptroller Services. Comptroller services to include accounting and disbursing functions necessary to the operation of DARCOM activities for pay of military and civilian personnel, travel, communications, and other authorized expenses, except where DARCOM units have established such capabilities.

- (7) Preservation of order and law enforcement, to include:
 - (a) Provost marshal and military police activities.
 - (b) Confinement.
 - (c) Criminal investigations.
 - (d) Physical security, (except where DARCOM units provide their own.)
 - (e) Registration of privately owned vehicles in accordance with USAREUR Reg 190-1.
 - (f) Registration of privately owned weapons in accordance with USAREUR Reg 190-6. Service to US contractor personnel will be provided in accordance with USAREUR Reg 600-700.
- (8) USAREUR is designated as security clearance granting authority for Interim Emergency Security Clearance for DARCOM DA civilians.
- (9) Intelligence and counterintelligence. Provide support as required.
- (10) Plans support required to implement emergency and mobilization plans and evacuation of non-combatants in event of emergency in accordance with established Non-combatant Evacuation Orders (NEO).
- (11) Safety services. Provide as required in accordance with AR 385-10. Safety services will be provided to Government Owned Contractor Operated (GOCO) facilities upon request on a reimbursable basis.
- (12) Ammunition surveillance services. Provide as required in accordance with AR 740-1.
- (13) Logistics support.
 - (a) Facilities will be provided to the same extent as are provided to USAREUR assigned and attached units. Space allocation and utilization will be in accordance with reference 2y.
 - (b) Class II/IV/IX/(Self Service Supply Center) SSSC supplies/equipment will be provided by USAREUR to DARCOM on a reimbursable basis. Special items for DARCOM will be procured on a reimbursable basis.
 - (c) Provide all types of work and functions within the scope of facilities engineering as defined in AR 420-10 and as base operations support requiring budgeting, funding, and reimbursement in accordance with AR 37-49. USAREUR will program, budget, and fund for construction projects required to support USAREUR missions. USAREUR will provide adequate facilities for USAREUR mission, that are implemented by DARCOM in support of USAREUR (i.e, Force Modernization, DAMWO program, New-Equipment Training) in accordance with USAREUR capabilities and standards. DARCOM will identify requirements to

USAREUR, prepare justifications and supporting documentation consistent with the timeframes established in existing budgetary cycles. DARCOM will program, budget, and fund minor construction projects which are mission-related except when construction projects are identified by USAREUR as in the best interest of the community. DARCOM will program for all MCA funded construction projects for DARCOM missions in accordance with AR 415-15 and AR 415-35. Modifications, alterations, and new work which are mission peculiar to DARCOM will be financed by DARCOM. Master planning services will be provided in accordance with AR 415-36 and USAREUR Supplement 1. Master planning services beyond the scope of AR 415-36 will be provided on a reimbursable basis. DARCOM subordinate elements will submit all requirements for support by USAREUR, to include Base Operations Support, to the host activity/community for inclusion in the respective command operating budgets. Whenever possible projects \$10,000 and more (new work modifications, maintenance and repair) must be requested from the respective military communities 9 months in advance of the next fiscal year (FY) in which the work is to be executed. Tactical or short term urgent projects for which long term prior planning is not possible will be submitted by the user as soon as construction criteria become available, and will be considered for implementation by USAREUR.

(d) Arrangements for transportation in the same manner that transportation is arranged for USAREUR activities and personnel. USAREUR and subordinate commands, units, and activities will recognize blanket and specific travel orders issued by DARCOM and subordinate commands to assigned civilian employees for official business travel aboard military passenger and cargo aircraft under the provisions of DOD 4545.13R. Such travel will be space required and nonreimbursable.

(e) Assistance as required in the disposal of surplus property.

(f) PCS movement of DARCOM civilian personnel with DARCOM funds citation. Packing, crating, and movement of personnel property on a reimbursable basis.

(g) Packing and crating of DARCOM items of supply and equipment will be in accordance with Chapter 4, AR 420-70.

(h) Provide DARCOM subordinate elements the following maintenance support on a nonreimbursable basis under the provisions of paragraph 5k, AR 37-49.

(1) Organization (less operator) maintenance support, to include repair parts support for vehicles and associated equipment for DARCOM subordinate elements after prior consultation and agreement on effective dates. Priority classification codes will be established for repair and maintenance of non-tactical vehicles and special purpose vehicles based on the element's mission in accordance with AR 725-50, Chapter 2, 15 Aug 81; AR 710-2, Chapter 1, 1 Oct 81; and USAREUR Supplement 1 to AR 11-11.

(2) Direct and general support maintenance for tactical and support vehicles within the element's capability and consistent with the maintenance provided USAREUR units.

(i) USAREUR maintenance facilities will fulfill requests from DARCOM elements for fabrication, testing, repair, and installation of items associated with the product improvement engineering of DARCOM material in USAREUR. Such support will be performed on a reimbursable basis.

(j) Provide NTV transportation (passenger and general purpose) services, to include recurring dispatch of vehicles within available assets. NTVs provided will normally be on a user-driver basis to properly licensed driver personnel. Vehicles will be available with a priority, based on mission requirements, equal to all other supported elements and activities.

(k) USAREUR units hosting DARCOM field personnel will provide, to the best of their ability, clerical and administrative assistance, i.e., telephone answering, typing, reproduction, mail, filing, and associated routine office services where DARCOM clerical and/or administrative support does not exist.

(14) Medical Service Support. Medical and dental care, to include outpatient service, hospitalization, and evacuation when medically indicated for authorized personnel. Charges will be in accordance with ARs 40-3 and 40-330. Support to US contractor personnel will be provided in accordance with USAREUR Reg 600-700.

(15) When requested by the DARCOM-Europe Inspector General (IG), provide IG technical assistance and guidance, when determined to be within the capability and scope of authority of the USAREUR Inspector General.

(16) Other services, as required.

(a) Purchasing and contracting services.

(b) Audio-visual services, film, tape, etc. including associated equipment, loan, and exchange services.

(c) Communications services. Military common-user telephone and communications services. In accordance with existing USAREUR policy, toll telephone, leased communications circuits, commercial telegraph, and other communications charges will be on a reimbursable basis. 5th Signal Command is the host command for provision of communications support. DA Form 2544 (Intra-Army Order for Reimbursable Services) for communications support will be forwarded to 5th Signal Command, ATTN: CCE-RM-FR, APO 09056, for acceptance. DARCOM will comply with USAREUR and 5th Signal Command required lead times, funding policies, and requirement submissions.

(d) Film and equipment exchange services.

(e) Providing of publications and forms (except those of DARCOM).

(f) Printing and reproduction (reimbursable for contract services).

(g) Automatic data processing services for approved systems within host's capability.

(h) Postal Services. Service to US contractor personnel will be provided in accordance with USAREUR Reg 600-700.

(i) Public Information and Affairs. Within established guidelines, provide assistance where required between the DARCOM-Europe Public Affairs Office and USAREUR units in support of public affairs, public information, and community (host nations) relations.

(j) Records administration.

b. HEADQUARTERS, DARCOM WILL:

(1) Provide military and civilian authorizations to fill recognized requirements for accomplishment of DARCOM functions within the scope of existing manpower and budget criteria.

(2) Coordinate changes in DARCOM military, civilian, and US contractor personnel strengths with the host command and/or host community commander under the provisions established in USAREUR Regulation 220-5.

(3) Budget and program for funds required to support the operation of DARCOM activities.

(4) Make funds available under reimbursable procedures to the host for payment of reimbursable costs.

(5) Approve reimbursement charges made by the host command for services provided to DARCOM.

(6) Provide authorization, approvals, and funding for automatic data processing (ADP) equipment and office equipment necessary to satisfy recognized requirements for the accomplishment of DARCOM functions.

c. THE COMMANDER, DARCOM-EUROPE WILL:

(1) Enforce appropriate host directives relative to command and housekeeping functions.

(2) Be responsible for the security of DARCOM classified documents.

(3) Maintain property accountability for equipment.

(4) Provide for command inspections, as required, and for an IG complaint system.

(5) Provide and approve TDY and leave orders for HQ DARCOM-Europe personnel. Travel orders will cite tenant funds.

(6) Coordinate with the host activity on all matters of mutual interest which affect the operation of the tenant activity and the host installation.

(7) Exercise civilian personnel management responsibility for HQ DARCOM-Europe personnel under delegated authority.

(8) Furnish strength report information to host installation for credit use in military welfare funds.

(9) Comply with unit training requirements.

(10) Provide DARCOM elements command policy, guidance, direction, and coordination for actions pertaining to Information Security Program, Personnel Security Program, and OPSEC.

7. REIMBURSEMENT PROCEDURES: HQ DARCOM or the appropriate DARCOM activity will make funds available to reimburse the overseas host command for authorized costs of DARCOM activities in accordance with the terms of this agreement.

8. IMPLEMENTATION:

a. This MOU becomes effective upon signature of both parties and will remain in effect until amended, revised, superseded, or terminated.

b. This MOU will be reviewed as required and may be amended or revised at any time by mutual written consent of both parties.

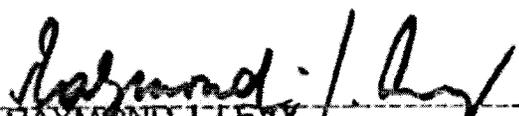
c. This MOU may be terminated by mutual written consent by both parties hereto or by the provision of 180 days advance notice, in writing, by either party of intention to terminate.

d. In the event of crisis or increased tension this MOU will be automatically reviewed by both parties hereto and may be amended, revised or terminated according to conditions existing at the time.

e. The separate Annexes for DARCOM subordinate elements which have unique missions and/or requirements will be added, deleted, or revised as required. DD Form 1144 Intraservice Support Agreements (ISAs) may be finalized IAW DOD 4000.19R to implement these Annexes.

FOR USAREUR:

FOR DARCOM:


RAYMOND J. LEVY
Chief, Agreements Division
DATE: 29 MAR 1984


BRYANT H. STEVENS B.G. US ARMY
DATE: 22 MARCH 84

ATTACHMENTS: ANNEX A - Proposed Addendums/Annexes

ANNEX A
PROPOSED ADDENDUMS/ANNEXES

- a. DARCOM/USAREUR Master Civilian Personnel Servicing Agreement
- b. DARCOM/USAREUR Master Finance and Accounting Support Agreement
- c. DAMWO Program Logistical Support Agreement
- d. Mainz Army Depot Logistical Support Agreement
- e. Theater Readiness Monitoring Facilities Support Agreements
- f. 517th Maint Bn (TMDE) Support Agreement
- g. DARCOM Ammunition Stockpile Reliability Program
- h. DARCOM Central Staging Facilities
- i. DARCOM MSC Field Service Activities
- j. U.S. Army Logistic Assistance Office, Europe (DARCOM)
- k. U.S. Army Armament, Munitions, and Chemical Command Field Office, Europe
- l. U.S. Army Communications and Electronics Command Field Office, Europe
- m. U.S. Army Missile Command Field Office, Europe
- n. U.S. Army Tank-Automotive Command Field Office, Europe
- o. U.S. Army Aviation Command Field Office, Europe
- p. U.S. Army Communications Security Logistic Activity Field Office, Europe
- q. Project Manager Saudi Arabian National Guard Agreement
- r. STITEUR Support Agreement
- s. USACAE Procurement Support Agreement
- t. USARDSG Support Agreement
- u. Pershing Modification Facility Support Agreement

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