



DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
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NSTCINST 4000.1B
N4
22 Aug 18

NSTC INSTRUCTION 4000.1B

From: Commander, Naval Service Training Command

Subj: NAVAL SERVICE TRAINING COMMAND SUPPORT AGREEMENT PROGRAM

Ref: (a) DoDI 4000.19
(b) OPNAVINST 4000.84C
(c) DoD Financial Management Regulation (FMR), Volume 11A, Chapters 1 and 3 and Volume 3, Chapter 8
(d) NETCINST 4000.1 (Series)

Encl: (1) Support Agreement Flow Chart

1. Purpose. This instruction implements policy and provides guidance on the use and management of Support Agreements (SAs), including Inter-service SAs (ISSA)/Intra-Agency SAs (ISAs) (agreements between Department of Defense (DoD) Components), Interagency SAs (agreements between a DoD Component and another Federal Agency), Memoranda of Agreement (MOA), and Memoranda of Understanding (MOU) executed throughout Naval Service Training Command (NSTC) which includes Officer Development (OD), Citizenship Development (CD), Recruit Training Command (RTC), Officer Training Command Newport (OTCN), and all Naval Reserve Officers' Training Corps (NROTC) units. Additional information is provided in enclosure (1).

2. Cancellation. NSTCINST 4000.1A.

3. Background

a. DoD and Department of the Navy (DON) policy is needed to eliminate redundant requirements and funding in order to achieve increased economies and effectiveness by cooperating with other DOD components and Federal agencies requiring support. SAs shall only be developed when one activity can provide support to another activity without jeopardizing the assigned mission of either organization.

b. Congress passed the Economy Act in 1932 to obtain economies of scale and eliminate overlapping activities of the Federal government. Within the DON, an activity may place an

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order with another activity within the DON, another DoD Component, or with another Federal agency for goods or services, as mentioned in references (a) and (c).

4. Definition

a. An SA is a document that formally binds and outlines an arrangement between two or more organizations to provide recurring support and/or services. The SA must clearly state the accord that has been reached between the activities involved and document the responsibilities assumed by each. The organization that is providing the support service is referred to as the supplier, supporting activity, or host. The organization that is receiving support services from a supplier is referred to as the receiver, receiving activity, or tenant.

b. SAs are either reimbursable or non-reimbursable. Reimbursable agreements must be documented on a DD 1144 that defines the support, basis for reimbursement for each category of support, the billing and payment process, and specific terms and conditions of the agreement. The following are the types of SAs that are utilized by NSTC:

(1) ISSA or ISA. ISSAs or ISAs are SAs between two or more DOD activities. DoD activities shall render requested support to other DoD activities when the head of the requesting activity determines that it would be in the best interest of the U.S. Government and the head of the servicing activity determines that capabilities exist to render the support without jeopardizing assigned missions.

(2) Intra-governmental Support Agreement (IGSA). IGSA's are SAs between a DOD activity and a non-DoD Federal activity. DOD activities may enter into SAs with non-DoD Federal activities when the head of the major organizational unit ordering the support determines that funding is available to pay for the support, it is in the best interests of the United States Government, the supplying activity, to provide the support. The support cannot be provided as conveniently or economically by a commercial enterprise, and it does not conflict with any other agency's authority.

(3) MOA. MOAs are agreements between two or more parties, which include specific terms that are agreed to, and a

commitment by at least one party to engage in action. They include either a commitment of resources or bind a party to a specific action. MOAs are used to document the specific terms and responsibility that two or more parties agree to in writing. MOAs can be used to document a single reimbursable purchase, non-recurring reimbursable support, and non-reimbursable support.

(4) MOU. MOUs are agreements that define general areas of understanding between two or more parties by explaining what each party plans to do; however, what each party does is not dependent on what the other party does. They neither include a commitment of resources nor bind a party to any specific action.

5. Policy

a. NSTC policy is to seek increased economies and effectiveness by developing SAs with other Navy Activities, DoD components, Federal Agencies, and other entities.

b. The NSTC Support Agreement Manager (SAM) is responsible for managing the Support Agreement Program. All draft SAs must be forwarded to the SAM who will ensure NSTC staff review (Office of General Counsel, Navy Regional Legal Service Office, etc), and appropriate Naval Education and Training Command (NETC) code review when there are NETC actions or funds expended or when there are facility related actions, per reference (d), prior to becoming final. The SAM will ensure that all SAs are reviewed on a yearly basis.

c. All reimbursable SAs must be documented on a DD Form 1144 (SA Form) if the agreement includes any recurring reimbursable expenses or is directed by specific Federal activity/program policy.

(1) The DD Form 1144 identifies the agreement's parties (Supplier and Receiver), term, support to be provided, the basis for calculating reimbursement for each category of support, an estimate of projected reimbursements and terms for reimbursement.

(2) NSTC will reimburse for support services after the support service is received. However, the support or service may be funded by direct cite when a contract is negotiated

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solely on behalf of NSTC or is arranged through prior agreement with the supplier.

(3) Although the costs listed on the DD Form 1144 are estimates, the supplier may not exceed those amounts provided on the funding documents unless prior approval is received from the Funds Control Officer.

(4) All DD Form 1144s must include the following availability of funds statement: "The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer."

d. Agreements will not be used to document the transfer of responsibility for a function, mission, or manpower from or to an NSTC activity. Reimbursement for recurring support provided by supplier dedicated work years and end-strengths will be accomplished through support agreements.

e. Agreements throughout NSTC, to include OTCN, RTC, and NROTC units, with financial obligations, require concurrence of the NSTC Comptroller. Per reference (d), all SAs between the DOD (including DON) and another non-DOD federal activity shall be signed by CNSTC. All non-funding obligatory SAs for OTCN, RTC and the Naval Reserves Officer Training Corps Units can be signed by the Commanding Officer or Officer-in-Charge of the Command or Unit. Agreements for OD, Citizenship Development, and NSTC in Great Lakes will be signed by the NSTC Chief of Staff. All agreements must be routed and approved by NSTC and NETC, when required, before signature in accordance with paragraph 5b.

6. Responsibilities

a. NSTC OGC shall:

(1) Serve as NSTC's Subject Matter Expert for the interpretation of fiscal and contract law as it pertains to SAs.

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(2) Perform legal review of all SAs requiring reimbursement and all SAs requiring recurring support (both reimbursable and non-reimbursable). NSTC OGC is responsible for ensuring all SAs reviewed comply with applicable laws, regulations, and policies.

b. NSTC N4 shall:

(1) Serve as NSTC's primary program manager and point of contact for all SAs within the NSTC domain.

(2) Serve as NSTC's lead staff element for the review and coordination of all SAs within the NSTC domain by receiving all draft SAs from NSTC Echelon IV Commands, coordinating timely review (~30 working days) of these draft documents with NSTC General Counsel and other cognizant NSTC Division Directors/Special Assistants, and providing compiled comments for submission to NETC, when required.

(3) Ensure all SAs are consistent with NSTC strategic and business plans prior to final approval and signature.

(4) Maintain a file copy of all active and cancelled ISA/MOA/MOUs for the NSTC domain. Cancelled agreements shall be kept for 3 years following the termination of the agreement.

(5) Provide a consolidated list of all active ISA/MOA/MOU on file to the NSTC domain on an annual basis to review for accuracy and currency.

(6) Provide an annual report to NETC on status of SAs within the NSTC domain.

c. NSTC N6 shall:

(1) Serve as NSTC's lead staff element for the review of all SAs regarding Information Technology (IT) services within the NSTC domain.

(2) Ensure all agreements involving IT services comply with DoD/DON directives and policies to include continued certification and accreditation of systems and networks as required by Fleet Cyber Command Navy Authorizing Official (NAO)

and provide for the management and remediation of all information assurance vulnerabilities.

(3) Ensure all agreements involving IT services provide supportability and sustainability funding across the life-cycle of the agreement.

d. NSTC N8 shall review all support agreements to ensure that recurring reimbursable and one-time funding requirements are per applicable regulations and laws.

e. NSTC Division Directors/Special Assistants shall:

(1) Review and provide comments on SAs to ensure sufficiency within functional area of responsibility (AOR).

(2) Provide guidance as required to supported commands and departments within functional AOR on the development and implementation of the SAs.

10. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per Secretary of the Navy Manual 5210.1 January 2012.

11. Review and Effective Date. Per OPNAVINST 5215.17A, NSTC will review this instruction annually on the anniversary of its effective date to ensure palpability, currency, and consistency with Federal, DoD, Secretary of the Navy, and Navy policy and statutory authority using OPNAV 5215/40 (Review of Instruction).


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Releasability and distribution:

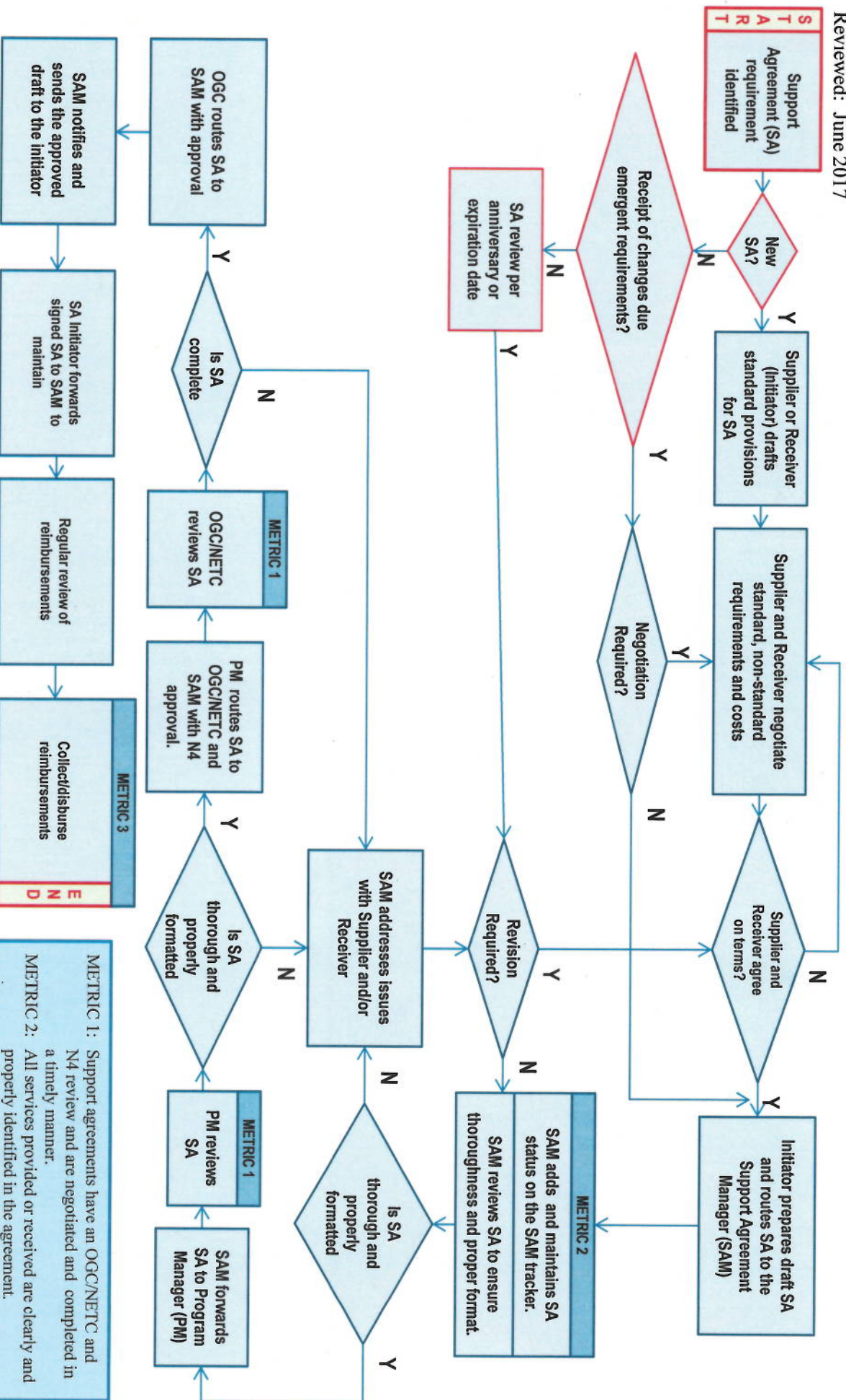
This instruction is cleared for public release and is available electronically only via the NSTC issuance website, [http://www.netc.navy.mil/nstc/NSTC Directives/instructions.html](http://www.netc.navy.mil/nstc/NSTC%20Directives/instructions.html).

SUPPORT AGREEMENTS

Purpose: Identify process used to establish new and review/update existing support agreements. To ensure currency and compliance with terms of support agreements. NSTCINST 4000.1

Process Code: NSTC N4, (847) 688-5855 x187; DSN 792-5855 x187

Reviewed: June 2017



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METRIC 1: Support agreements have an OGC/NETC and N4 review and are negotiated and completed in a timely manner.
 METRIC 2: All services provided or received are clearly and properly identified in the agreement.
 METRIC 3: Reimbursables are collected/dishursed throughout the fiscal year as prescribed by the agreement.

Enclosure (1)