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CNIC INSTRUCTION 4000.1C

From: Commander, Navy Installations Command

Subj: CNIC SUPPORT AGREEMENT PROGRAM

Ref: (a) DoD Instruction 4000.19 of 25 April 2013  
(b) NAVSO P-1000  
(c) DoD 7000.14-R, DOD Financial Management Regulations, October 2011  
(d) SECNAV M-5216.5, Department of the Navy (DON) Correspondence Manual  
(e) CNIC Catalog of Services  
(f) Installation Management Accounting Project (IMAP)  
(g) SECNAVINST 11011.47C  
(h) ASN (FM&C) memo of 3 Mar 02 (NOTAL)  
(i) SECDEF Memo, Transforming Through Base Realignment and Closure (BRAC) 2005 - Joint Basing of 22 Jan 08 (NOTAL)  
(j) OSD Memo, DoD Supplemental Guidance for Implementing and Operating a Joint Base - New Mission Stationing/Beddown (NOTAL)  
(k) ASN (FM&C) Annual Budget Guidance Memorandum (NOTAL)  
(l) SECNAVINST 7000.27B  
(m) NAVFAC P-73  
(n) OPNAVINST 5710.25A  
(o) OPNAVINST 3440.17  
(p) CNICINST 3440.17

Encl: (1) Definition of Terms  
(2) Common Output Level Waiver Request Template  
(3) Support Agreement Termination Template

1. Purpose. To publish policies and procedures for effective and efficient management of the Commander, Navy Installations Command (CNIC) Support Agreement (SA) Program, in accordance with references (a) through (p).

2. Cancellation. CNICINST 4000.1B

### 3. Background

a. SAs are appropriate when the head of a requesting activity determines it to be in the best interest of that entity, and when the head of the servicing activity determines capability exists to provide support without jeopardizing its assigned mission. References (a), (b), (c), and (d) describe when the use of SAs is authorized.

b. The CNIC SA Program uses three types of written agreements to formally document unique relationships and/or support arrangements between two or more organizations within the CNIC enterprise or between CNIC and other organizations. In this instruction, SA refers to DD Form 1144 Support Agreement (formerly referred to as ISA or ISSA), Memorandum of Agreement (MOA), and Memorandum of Understanding (MOU). See paragraph 4f below for SAs not considered as part of the CNIC SA Program.

c. Enclosure (1) contains important definitions of each type of agreement and other terminology. It can be found on the CNIC Gateway 2.0 (G2) on the Fiscal Policy and Performance Management (N80) team site:  
<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/SAMO%20Documents/Firms/AllItems.aspx>.

### 4. Policy

#### a. General

(1) CNIC has mission responsibility to provide common-service support functions at Chief of Naval Operations (CNO)-directed Common Output Level Standards (COLS). In accordance with reference (b), common-service support is non-reimbursable and need not be documented with a SA; Working Capital Fund (WCF) activities are the exception to this rule and should budget for common services accordingly. When a receiver requires work or services not within CNIC's common-service mission or that is above CNO-established COLS, CNIC will charge for such support provided it is measurable, identifiable, and directly attributable to the receiver. This cross-service or unique-service support is reimbursable and requires an SA. Definitions of significant costs, cross-service and unique-service, can be found in reference (b) and enclosure (1) at:

<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/SAMO%20Documents/Forms/AllItems.aspx>.

(a) When an activity requires service above current COLS, it must submit an official waiver request to CNIC Headquarters (HQ). For Facility Services (FX), Utilities (UT) or other cases where approval authority has been delegated to the region, waiver requests shall be submitted to the appropriate Region Commander (REGCOM). Waivers should be submitted by the requesting activity using the template provided in enclosure (2). Waiver requests should be reviewed by the appropriate Region or HQ staff, including Comptroller (N8), N-code Director, Program Director, Special Assistant, and Office of General Counsel (OGC). N8 will keep copies of all approved waivers on file. Enclosure (2) can be found at:  
<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/SAMO%20Documents/Forms/AllItems.aspx>.

(b) SAs not in compliance with this instruction shall be identified for revision during the annual fiscal or triennial administrative review and assigned to the appropriate HQ N-code or Region Program Director (RPD) for action.

(c) All CNIC SAs will be developed in accordance with this instruction, references (a) through (f), and applicable Region instructions and policies.

(d) Requests for services not listed in reference (e) (e.g., warehousing from Naval Supply Systems Command (NAVSUP), vehicles from Naval Facilities Engineering Command (NAVFAC), etc.) shall be directed to the appropriate service provider. Reference (f) identifies services that CNIC is funded to provide at CNO-directed COLS.

(e) Cross-service or unique-service support may include core CNIC and Region Command and Staff service(s). Requests for these services shall be submitted via the appropriate chain of command in order to determine if the capability exists or is authorized to provide support without jeopardizing assigned mission.

(2) Overarching SAs (i.e., MOAs or MOUs) shall be generated at the CNIC (echelon II) level when the same services are provided to individual receivers by multiple Regions or in

support of a functional or Budget Base Transfer (BBT). When appropriate, Region SAs will be generated to "supplement" the CNIC overarching SA, and will document unique support requested by the receiver and provide other relevant information concerning the services provided at that Region.

(3) Base operating support (BOS) SAs for solely non-reimbursable support are not authorized in accordance with reference (a).

(4) SAs shall not exceed a period of nine years; "indefinite" expiration dates are prohibited. Expired SAs shall be renegotiated, or rewritten as required.

(5) The supplier shall immediately notify receivers in writing of new requirements that affect reimbursable support, and may negotiate reimbursements and/or a change in COLs as necessary. CNIC HQ N-codes and RPDs shall inform customers of potential reimbursement increases as soon as possible. This will serve to notify of a reduction in CNIC-provided services and the resulting cost increase on customers. SAs should be modified as appropriate.

(6) When transfer of resources is required, CNIC N8 will determine the appropriate instrument in accordance with paragraph 075004 of reference (b). Functional transfer notifications should take place approximately 18 to 24 months prior to the start of the execution year in which the functional transfer is sought.

(7) Navy WCF activities will reimburse for the full costs of BOS services directly attributed to support their mission's products and services in accordance with reference (b).

(8) CNIC activities shall not accept reimbursable funding documents from receivers for services provided by another supplier - that is, shall not act as a pass-through or violate the "51 Percent Rule" in accordance with reference (h).

(9) Activities affected by joint basing shall develop and implement required SAs in accordance with reference (i). At Navy-led joint bases and joint Regions, the supported Component for a new mission shall transfer Total Obligation Authority (TOA), to the supporting Component for the additional

installation support required by the new mission in accordance with reference (j). Reimbursable installation support services for additional installation support required by new mission will be documented on a DD Form 1144 SA and reimbursed to the Supporting Component until TOA transfer.

(10) The Support Agreement Data Application (SADA) is the mandatory enterprise tool for SA development, management, and storage of agreements established under the authority of references (a) through (d) when CNIC HQ, Region, or installation is the lead stakeholder or supplier. Other command formats may be used when they are the lead stakeholder or supplier in accordance with reference (a) and shall be uploaded to the "Other Agreement" module in SADA.

(a) Guidance for SADA access is available on the CNIC G2 N80 Support Agreement Management Office (SAMO) page at: <https://sada.insightg2.cnic.navy.mil/Forms/WebFormWelcome.aspx>.

(b) SADA tool provides standard provisions, terms, conditions, clauses, and other appropriate language approved for use by all CNIC activities.

(c) If a customer, partner, or other entity entering into a SA with a CNIC activity refuses to accept the SADA terms, conditions, or format, and insists on non-conforming alternate language or format, the CNIC installation will contact the cognizant Region Support Agreement Manager (RSAM) for guidance; RSAMs may contact CNIC N80 SAMO as necessary. This requirement does not apply to "Other Agreements" as described in paragraph section 4f of this instruction that are based on legal authority independent and separate from references (a) through (f).

(11) Reference (e), located on the CNIC G2 N80 SAMO page, <https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/default.aspx> shall be used for all SAs. Each Region may customize the catalogue to meet unique/unaddressed needs without altering any other parts of the catalogue of services. As a courtesy to prospective receivers, catalogues may include services provided by other suppliers but must clearly state they are not CNIC services, nor will CNIC accept any reimbursement instruments for them in accordance with reference (h).

(12) If there is a disagreement in support to be provided by a CNIC installation and/or Region to a customer, partner, or other entity, it should be resolved with the appropriate CNIC stakeholders at the lowest level. When resolution cannot be reached at the installation, the issue should be forwarded to the appropriate RSAM for assistance. If resolution is not reached at the Region, the RSAM shall forward to CNIC N80 for assistance.

(13) Enclosure (3) is the "SA Termination Template" and can be found at:  
<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/SAMO%20Documents/Forms/AllItems.aspx>.

b. DD Form 1144 SA

(1) DD Form 1144 SAs define specific areas of recurring reimbursable support, the purpose for reimbursement (i.e., special interest code (SIC) functional categories), billing and reimbursement process, and other terms and conditions of agreement between appropriated and/or working capital fund activities.

(2) A DD Form 1144 SA may have multiple receivers, but is limited to one supplier in accordance with reference (a).

(3) A single DD Form 1144 SA for the same receiver may be used to document services at multiple locations within the Region. Use annexes to identify significant differences at each location.

(4) Costing methodology for reimbursable services should be developed and included within the DD Form 1144 SA. Costs for any given service may not exceed a 12-month period and depending on the service provider may cross fiscal years.

(5) All DD Form 1144 SAs will indicate that cost estimates are automatically adjusted to reflect the established rate of inflation as published in reference (k). Other estimates that are not done automatically, i.e. labor rates, tug boat rates, WCF stabilized rates, etc, will be addressed during the annual fiscal review and/or as they occur with all parties.

(6) Supporting documentation will be maintained by the

CNIC N80 SAMO for HQ SAs and the RSAM for Region SAs for the life of the agreement.

(7) The parties to a DD Form 1144 SA shall communicate with each other regarding modification or termination by submitting written bilateral modification and/or termination requests in accordance with reference (a). If a receiver must terminate or significantly modify a DD Form 1144 SA during a fiscal year or prior to the expiration date, the receiver is responsible for any unavoidable termination or re-procurement costs.

(8) A DD Form 1144 SA is mandatory when:

(a) A customer receives recurring reimbursable service support from CNIC HQ, Regions, or installations in accordance with references (a) and (b).

(b) A Department of Defense (DoD) component provides or receives recurring reimbursable service support to or from CNIC HQ, Regions, or installations in accordance with reference (a).

(c) Directed by specific DoD or Federal Activity program policy other than reference (a).

(9) DD Form 1144 SAs will be reviewed:

(a) Annually - a financial review of the costing methodology and reimbursable amounts will be made by the responsible N-Code/Special Assistant financial analyst with assistance from the RSAM and N8 accounting office. This review shall ensure annual inflation rates are incorporated in accordance with reference (k); and any other increases should be recorded as well. The receiver shall be notified of any changes.

(b) Triennially - the CNIC N80 SAMO or RSAM shall coordinate a thorough review of all SAs under their cognizance with the appropriate N-code/Special Assistant, REGCOM, Region N8, Office of General Counsel (OGC), Force Judge Advocate (FJA) or Staff Judge Advocate (SJA), and external stakeholders, as appropriate.

c. Memorandum of Agreement (MOA)/Memorandum of

Understanding (MOU)

(1) MOAs define general areas of conditional agreement between two or more parties (refer to enclosure (1) and reference (a) for more information). MOAs shall be used to document non-recurring reimbursable services, one-time costs or costs that are processed within the same fiscal year, and support arrangements requiring action by both parties.

(2) MOUs define general areas of understanding between two or more parties. Refer to enclosure (1) and reference (a) for more information. In accordance with reference (a), MOUs are not authorized for agreements with funding requirements.

(3) When feasible, CNIC and Regions shall use a single MOA or MOU to document like support services across multiple installations or for multiple receivers.

(4) MOAs and MOUs shall not be used to take the place of or reiterate an existing instruction or policy, except when directed by specific DoD or Federal Activity program policy. Additionally, if multiple MOAs or MOUs exist on the same issue, the affected program shall consider writing a formal instruction or notice to eliminate the SAs.

(5) Echelon I or II overarching MOAs that identify responsibilities for a Region or installation to provide recurring reimbursable support shall be supplemented with a DD 1144 Form Support Agreement, and the overarching MOA shall be listed as a reference.

(6) Functional transfers, or budget-based transfers (BBTs), are initiated on NC-4s (Navy to Navy) or PB-14s (Navy and other DoD service). They both require an accompanying MOA and typically require an 18 to 24-month lead until the resources are reallocated to the appropriate baseline. In the interim, funding adjustments should be handled on a reimbursable basis as outlined in the MOA. When a BBT occurs, the transferring command is buying into CNIC services at CNO-established service levels. If these levels are increased or reduced in the future, the transferring command receives the same levels of service as dictated by DoN resource levels without a subsequent transfer.



(7) MOAs and MOUs shall be reviewed as documented within the agreement, not to exceed three years from the effective date.

d. SA Review Requirements

(1) CNIC Agreements

(a) CNIC HQ N8 must review all MOAs and MOUs and review and sign all DD Form 1144 SAs that require CNIC signature. CNIC N8 is authorized sole signatory authority on Assistant Secretary of the Navy (Office of Financial Operations) (ASN(FMO)) standard agreements where Budget Submitting Office (BSO) Comptrollers may sign by direction. This authority extends to administrative correspondence of a routine nature (including SAs) to carry out well established policies for financial responsibilities in accordance with reference (1).

(b) CNIC HQ OGC or FJA staff must review all SAs before submitting to CNIC for signature or approval. N-codes/ Special Assistants are responsible for coordinating review of their agreements with HQ OGC or FJA during development/negotiation to avoid delays, issues, or show-stoppers when the SA is routed for signature.

(2) Region Agreements. SAs involving activities assigned under the REGCOM or other echelon III or echelon IV commands require final approval by the REGCOM, who may delegate his or her signature authority no lower than the Executive Director (ED) or Chief of Staff (COS).

(a) The Region Financial Manager (N8) must review all MOAs and MOUs and review and sign all DD Form 1144 SAs that require REGCOM signature.

(b) The Region OGC or SJA office(s) must review all SAs before submitting to the REGCOM for final approval. RPD's, Special Assistants, etc, are responsible for coordinating review of their agreements with OGC or SJA during development/negotiation to avoid delays, issues or show-stoppers when the SA is routed for signature.

e. Signature Authority

(1) CNIC

(a) DoD High Echelon SAs. CNIC has the sole authority to sign a SA or similar document between CNIC (and on behalf of any subordinate CNIC command) and a Navy Echelon I or II command or activity, or with any Army or Air Force major command, or major defense agencies in DoD, see enclosure (1) for more information. The only exceptions are when a Region is in a host-tenant relationship and as a supplier is required to enter into a DD Form 1144 SA, MOA or MOU on behalf of its installations and lower-level DoD components. In those cases, the Region will route the draft agreement via CNIC N80 SAMO prior to execution. CNIC has full authority to revise, negotiate, and determine signature authority based upon content of draft. The CNIC OGC is responsible for providing advice and assistance in determining whether a SA is DoD High Echelon SA.

(b) Federal Civilian Agency High Level SAs. CNIC has the sole authority to sign a SA or similar document between CNIC (and on behalf of any subordinate CNIC command) and a federal civilian agency at a high level. Examples of civilian agency high level SAs would include those with the Director of Environmental Protection Agency, Director of Bureau of Land Management, and Director of Fish and Wildlife Service. See "DEFINITIONS OF TERMS for more information." The CNIC OGC is responsible for providing advice and assistance in determining its status as a Federal Civilian Agency High Level SA.

(c) State Government High Level SAs. CNIC has the sole authority to sign a SA or similar document between CNIC (and on behalf of any subordinate CNIC command) and a state government at a high level. Examples of state government high level SAs would include those with the State Governor or Lieutenant Governor. See definitions in "DEFINITIONS OF TERMS" at the N80 G2 team site. The CNIC OGC is responsible for providing advice and assistance in determining its status as a State Government High Level SA.

(d) International SAs. SAs are governed in accordance with reference (n) and fall under the cognizance of HQ or REGCOM Office of General Counsel (OGC).

(e) CNIC may delegate signature authority no lower than the Deputy Commander or COS. The CNIC Comptroller may sign

those SAs described in sections 4d(1)(a), 4e(1)(f), 5a(3) and 6a(1) in accordance with reference (1).

(2) REGCOMs

(a) DoD Lower Echelon SAs. REGCOMs shall sign SAs for common-service or cross-service support in accordance with references (a) through (d) for Navy Echelon III commands and below and equivalent subordinate commands of a department or agency within DoD. SAs involving activities assigned under the REGCOM or other Echelon III or Echelon IV commands require final approval by the REGCOM, who may delegate his or her signature authority, but no lower than the ED or COS.

(b) Federal Civilian Agency Lower Level SAs. REGCOMs may sign a SA or similar document with local or Region federal agencies or bureaus.

(c) State Agency Lower Level SAs. REGCOMs may sign a SA or similar document with individual state agencies, subordinate, Region, county, municipal, and branch offices with authority and jurisdiction confined to local programs.

(d) Private Parties and Organizations. REGCOMs may sign SAs (MOAs or MOUs) or similar documents with private sector entities subject to the authority and guidance of references (a) through (d). Reference (b) provides additional information regarding private parties.

(e) Special Authority Situations. In any situation where a federal statute, provision of the Federal Code of Regulations, international treaty, or other prevailing federal law specifically requires the signature of the REGCOM, installation Commanding Officers (COs), or other designated official in the CNIC enterprise, the MOA will be signed in conformity and in compliance with the operative law without the need for general or special delegation. REGCOMs will provide to CNIC proper notice, background information, legal authority, and rationale for the proposed SA, not less than 60 calendar days prior to the proposed date of signing the SA.

(3) Installations and subordinate CNIC echelons

(a) Installations. Installation COs are prohibited from entering into any SA. However, if desired, the CO may sign as an endorsement/acknowledgement prior to forwarding to REGCOM.

(b) Subordinate echelon commands. All other commands and activities below the Region level within the CNIC enterprise are prohibited from entering into any SA except as identified elsewhere in this instruction.

(4) N-codes and Special Assistants

(a) CNIC N-codes and Special Assistants do not have signatory authority for SAs except as identified elsewhere in this instruction.

(b) Exception: MOAs and MOUs that document internal delivery of goods or services between programs within CNIC or Regions may be signed by N-codes and Special Assistants. Examples include:

1. A Uniform and Funding Management (UFM) agreement between CNIC Fleet and Family Readiness (N9) and Morale, Welfare, and Recreation (MWR) agreeing to process non-appropriated funds.

2. An agreement between CNIC N9 Housing and MWR to process non-appropriated funds for Navy Gateway Inns and Suites.

3. The above examples are not all-inclusive; CNIC OGC may also make additional determinations as exceptions to this rule arise.

(5) Coordination with CNIC N80 SAMO and OGC

(a) Any Region or other CNIC command or activity that is unable to determine the proper signatory authority or desires to request an exception due to unique circumstances, should seek guidance from their local OGC via their respective RSAM. Region OGC and/or RSAM should forward the request to CNIC N8 SAMO for coordination with CNIC HQ OGC.

(b) All CNIC HQ SAs shall be reviewed by CNIC N80 SAMO prior to signature.

f. Other Agreements

(1) This instruction does not apply to "Other Agreements" executed under other authority outside of references (a) through (c). However, "Other Agreements" excluded from the requirements of this instruction must cite and be authorized or required by statute, or other DoD or DON instruction, guidance, or policy. In those cases where a specific format is not directed, stakeholders should use the format directed in reference (d). "Other Agreements" include the following:

(a) Environmental and real property agreements required by statute, including but not limited to agreements required by the National Environmental Protection Act (NEPA), 42 U.S.C. § 4321 et seq., and the National Historical Preservation Act (NHPA), 16 U.S.C. § 470 et seq.

(b) Agreements negotiated under Federal Labor Relations Authority requirements. Prior to entering into a labor bargaining agreement that has fiduciary implications; the negotiator will notify the appropriate CNIC Budget Office (Region or HQ) of the potential commitment of funding to avoid violations of financial and/or legal policy or regulations.

(c) Mutual Aid Agreements;

(d) Operating Agreements;

(e) Letters of Agreement/Understanding;

(f) Service Level Agreements;

(g) Nonappropriated Fund Agreements;

(h) Uniform Funding and Management;

(i) Foreign Military Sales (FMS) Case Agreements;

(j) International Agreements; and

(k) Joint Basing Agreements.

(2) HQ and Regions shall use the CNIC SADA category "Other Agreements" to store and track SAs not covered by this instruction.

5. Responsibilities

a. CNIC N-codes and Special Assistants are responsible for:

(1) Ensuring their respective programs have a designated SA representative and participate in SA training when provided by CNIC N80 SAMO.

(2) Drafting all CNIC-level SAs for assigned programs and coordinating staffing prior to signature.

(3) Generating costing methodology for SAs to collect for reimbursable BOS service, cross-service, and unique-service support for their respective programs.

b. CNIC HQ N8 is responsible for:

(1) Establishing policy and ensuring the CNIC SA Program is implemented in accordance with this instruction and references herein.

(2) Providing assistance to CNIC N-codes and Special Assistants in developing costing methodology for reimbursable support services.

(3) Being the authorized sole signatory authority on ASN FMO standard agreements where BSO Comptrollers must sign by direction. This authority extends to administrative correspondence of a routine nature (including SAs) to carry out well-established policies for financial responsibilities in accordance with reference (1).

(4) Reviewing CNIC HQ MOAs and MOUs and reviewing and signing CNIC HQ DD Form 1144 SAs prior to submitting to CNIC for final signature. CNIC HQ N8 may sign those SAs described elsewhere in this instruction. CNIC HQ N8 review authority for all CNIC (i.e., Echelon II level) SAs may be delegated to the CNIC HQ N8 Deputy Comptroller.

(5) Ensuring funding documents received are attributed to a SA number and reimbursables are collected in accordance with governing instructions and policies.

(6) Managing and maintaining oversight of the CNIC SA program. Serving as primary point of contact (POC) for all SA program related issues and interfacing directly with the RSAMs and their chain of command on SA issues.

(7) Making SA training available to CNIC N-codes, Special Assistants and RSAMs.

(8) Conducting a quality control program review of Region SA programs on a triennial basis.

(9) Developing, publishing, and annually reviewing the CNIC Standardized Catalogue of Service.

(10) Ensuring current and standard SA templates are available on the CNIC G2 N80 SAMO page at:  
<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/default.aspx>.

c. REGCOMs are responsible for:

(1) Ensuring local policy and procedures for generating and managing SAs do not conflict with this instruction.

(2) Designating in writing an RSAM who will be responsible for the management of the Region's SA program.

(3) Aligning the RSAM under N8.

d. Region N-codes and Special Assistants are responsible for:

(1) Reviewing SAs related to assigned program(s) to ensure support complies with current instructions, directives, and policies.

(2) Generating costing methodology (with assistance from Region N8 Financial Manager, RSAM, and appropriate subject matter expert (SME)) for reimbursable support services utilizing applicable laws, statutes, and regulations.

(3) Verifying verbiage for support categories in SAs is accurate and identify categories as either "reimbursable" or "non-reimbursable" in accordance with current instructions, directives, and policies.

(4) Assisting in the negotiation phase of the SA development process as requested by the RSAM.

e. Region N8 Financial Managers are responsible for:

(1) Reviewing Region MOAs and MOUs and reviewing and signing Region DD Form 1144 Support Agreements before submitting to the REGCOM for final signature approval.

(2) Ensuring the Region SA program is implemented in accordance with references (a) through (d) and (i), this instruction, and Region.

(3) Designating a financial analyst to ensure funding documents are attributed to a SA number and reimbursable services are identified in SAs.

(4) Assisting Region N-codes and Special Assistants in generating and validating costing methodology for SAs to collect for reimbursable BOS service, cross-service, and unique-service support.

(5) Ensuring the RSAM serves as the primary POC for SA program related issues and interface with the respective chain-of-command and the CNIC N80 SAMO.

(6) Coordinating the development and drafting of all SAs and keeping the Region chain-of-command informed of progress and schedules for generating, updating, and reviewing SAs.

(7) Utilizing reference (e), the CNIC standardized Catalogue of Service, and coordinating with Region N-codes and Special Assistants in customizing a Region-specific catalog if needed.

(8) Providing the receiver with the appropriate contact information for cross-service and unique-service support.



(9) Establishing lines of communication with non-CNIC activities in support of the Region SA program. This includes SA program information and policy clarification and data on reimbursements received from organizations within the Region.

(10) Ensuring properly prepared and validated costing methodologies are attached to Region DD 1144 SAs.

(11) Ensuring SAs are reviewed with the appropriate SME and installation CO (for installation-specific SAs) prior to forwarding for final signature.

(12) Ensuring the RSAM acts as the central repository for Region SAs and ensuring the CNIC SADA application contains the most recent agreements on the CNIC G2 N80 SAMO page.

(13) Ensuring the RSAM completes SA and SADA training as informed by the CNIC N80 SAMO and arrange or provide training to Region and installation personnel involved in the SA process.

(14) Assisting SMEs in obtaining access and training for developing SAs in SADA.

(15) Coordinating with the NAVFAC Real Property Officer to verify space allocation and Maintenance Unit Identification Code (MUIC) responsibilities as cited in internet Navy Facilities Asset Data Store (iNFADS) and/or appropriate real estate user agreements and real estate leases or licenses, to ensure services, materials, manpower, and funding are correctly captured and executed for the responsible receiver (i.e., tenant) and supplier. Specific reimbursable real estate policies and systems management are outlined in accordance with references (b) and (g).

f. Installation COs are responsible for:

(1) Ensuring all SAs are coordinated with the RSAM and staffed in accordance with this instruction.

(2) Maintaining local file copies of all SAs and ensuring that their RSAM has received copies of all installation SAs.

(3) Designating an Installation Support Agreement Coordinator (ISAC) if so desired. ISAC's are not mandatory. If assigned, they are responsible for maintaining, tracking, and developing installation SAs, and serves as the primary POC between the RSAM and the Installation CO on SA-related matters.

(4) Ensuring the RSAM is kept apprised of all installation SA requirements.

(5) Informing the RSAM of new receiver activities that require SAs or existing SAs that require review or update.

6. Records Management. Records created as a result of this instruction, regardless of media and format, shall be managed in accordance with SECNAV M-5210.1 of January 2012.



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Vice Admiral, U.S. Navy

Distribution:

Electronic only, via CNIC Gateway 2.0

<https://g2.cnic.navy.mil/CNICHQ/Pages/Default.aspx>

**DEFINITION OF TERMS/ACRONYMS**

1. Base Operating Support (BOS) Services. Support services are identified on the Installation Core Business Model in paragraph 075123 of reference (b) and provided by a CNIC Region or Installation to Navy organizations. Reasonable levels (quality and/or quantity) of BOS services are provided to Navy appropriated fund activities on a common-service basis. The Region Commander will define "reasonable" level for any service/function, based on CNIC instructions, policies and guidance, available funding, and consultation with service Suppliers. Navy Working Capital Fund activities will reimburse for BOS services in accordance with reference (b).

2. Budget Based Transfer (BBT or NC-4). Reference (b), paragraph 075004 addresses transfer of functions. In general, transfers of funding responsibility occur between organizations to accomplish one of the following actions: (1) to change the basis of support (work, services, and material) from non-reimbursable to reimbursable, or to discontinue the support; (2) to provide for the reassignment of responsibility to provide support (work, services, material); or (3) to perform specific functions from one organizational entity to another, regardless of physical proximity.

3. Catalog of Service. A list of services that a Supplier will potentially provide to a Receiver.

4. Command and Staff. A core business area that covers a range of functions central to effective operations. The Command and Staff core business area includes legal, administrative processes, public affairs, religious programs, and business and financial management sub-functions.

5. Common Output Level Standards (COLS). COLS are intended to create common language and toolsets for common delivery of support services applicable across all Navy installations in a host-tenant relationship. The COLS framework is intended to assist Navy components in apportioning and managing limited resources. Common Output Levels (COLs) refer to performance levels established by the Chief of Naval Operations (CNO) and are based on funding and available resources provided in the current fiscal year. These performance levels provide a

description of the capability or level of performance for output of each BOS/common-service support function.

6. Common-Service Support. Those BOS services provided by a Supplier to a Receiver, on a non-reimbursable basis. This support is considered to be within the mission responsibility of the Supplier. Exceptions for Navy Working Capital Fund (NWCF) activities and provisions for special circumstances are noted in references (a) and (b).

7. Cross-Service/Unique-Service Support. Support provided by the Supplier to another activity, when the work or services are not within the Supplier's common-service mission. They will charge for such support provided it is significant, identifiable, and directly attributable to the Receiver. Cross-service/unique-service support includes:

a. Work or services required to meet Receiver's mission requirements that exceed the scope of common-service support;

b. Work or services provided to occupants of Class I and II property where CNIC Regions or Installations do not have the Activity Identifier Maintenance Responsibility (AIMR), also referred to as Maintenance Unit Identification Code (MUIC); or

c. Work or services provided to NWCF and non-Department of Navy (DON) activities, resident on an installation, in accordance with references (a) through (c).

8. DD Form 1144 SA. 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. These determinations are accomplished by signing a DD Form 1144 SA. No further written determination generally are required for agreements between DoD activities. Reference (c) provides additional information.

9. Echelon. The echelon structure is the traditional means of designating chain-of-command and superior-subordinate command relationships in DON. As pertains to the Navy, all echelons are designated in the Standard Naval Distribution List (SNDL) located at: <http://doni.daps.dla.mil/sndl.aspx>. See also in

this list of definitions: "Major Command (MAJCOM)," "Major Defense Agencies," and "Federal Civilian Agency High Level".

10. Economy Act (31 USC § 1535). The act authorizes an agency to place orders for supplies or services with another government agency if: funds are available; the head of the ordering agency determines the order is in the best interest of the government; the agency to fill the order is able to provide/contract the ordered supplies or services; and the head of the agency decides ordered supplies or services cannot be provided by contract as conveniently or economically by a commercial enterprise. References (b) and (c) provide additional information.

11. Economy Act Orders (EAO). In accordance with reference (c), chapter 3, Economy Act orders (inter-service and intra-governmental support agreements) shall be specific, definite, and certain both as to the work encompassed by the order and the terms of the order itself. An Economy Act order obligates the applicable appropriation of the requesting agency or unit upon acceptance of the order by the servicing agency. The entire amount of a reimbursable order should be obligated by the requesting agency when the order is accepted.

a. DD Form 1144 SA. This type of agreement typically is used for recurring reimbursable services, but is not limited to, base support (host-tenant) services such as: administrative services, community services, environmental compliance, fire protection, food service, health service, police service, security/guard services, etc. Services such as testing and evaluation and level of effort work years may be covered by Economy Act orders. Typically, between DoD components, a DD Form 448, Military Inter-departmental Purchase Request (MIPR), is used to place the order.

b. Inter-Agency Agreements. This includes support provided to non-DoD federal agencies that is not provided pursuant to other statutory authority.

12. Effective Date. The date a SA becomes active based on the date of the last signature of participating parties in the agreement. This is the date from which the expiration date and review dates are established.

13. Federal Civilian Agency High Level. Federal civilian agencies at the headquarters level, responsible for programs applicable on a national (and, if applicable, international) basis, are considered high level for purposes of this instruction. Subordinate, Region, and branch offices with authority and jurisdiction confined to local programs and issues are not high level. The CNIC Office of the General Counsel (OGC) is responsible for providing advice and assistance in determining whether the civilian organization in question is a high level agency.

14. Fifty-One Percent (51%) Rule. Reimbursable Economy Act orders are authorized for use by all components of the DON for requesting work or services from any Government-owned and operated establishment, when the order does not meet the criteria of a project order specified in the DoD Financial Management Regulations (FMR). Economy Act orders may be accepted on a reimbursable basis by any DON activity that is equipped and in a position to perform all or a substantial part of the requirements of the order. It is still DON policy that 51 percent of the work or services of a reimbursable Economy Act order be performed in-house by the accepting activity, even though the DoD FMR does not specify a percentage for in-house work to be performed for Economy Act orders. The accepting activity must perform 51 percent of the work or services with in-house resources and not merely be in a position to potentially do so.

15. Foreign Military Sales (FMS). The sale of U.S. arms, defense equipment, defense services, and military training to foreign governments. The purchaser does not deal directly with the defense contractor; instead, the Defense Security Cooperation Agency serves as an intermediary, usually handling procurement, logistics, and delivery and often providing product support and training. Reference (b) provides additional information.

16. Installation Management Accounting Project (IMAP). DON business areas, functions (business lines, programs), and sub-functions (product lines) that are managed by the installation and funded through the BOS program. Reference (b) contains the relevant elements of ICBM related to DON Receiver support. This model is also referred to as the Installation Management Accounting Project (IMAP).

17. Intra-governmental Support. DoD activities may enter into support agreements 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 interest of the United States Government; the supplying activity is able 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. This authority may be delegated, although designees may not be lower than Senior Executive Service, Flag or General Officer levels.

18. Letters of Agreement (LOA). These are formal relatively short agreements between two or more commands. Unless directed to senior authority, there is no reason to prepare an LOA in lieu of an MOU or MOA.

19. Major Commands-Air Force. The U.S. Air Force is organized on a functional basis in the United States and a geographical basis overseas. An Air Force MAJCOM represents a major Air Force subdivision having a specific portion of the Air Force mission. Each MAJCOM is directly subordinate to Headquarters Air Force. The CNIC FJA is responsible for providing advice and assistance in determining whether an Air Force activity is a MAJCOM.

20. Major Commands-Army. A major Army command (MAJCOM) is a command directly subordinate to, established by authority of, and specifically designated by Headquarters, Department of the Army. Army component commands of Unified and Specified Commands are major Army commands. The CNIC Force Judge Advocate (FJA) is responsible for providing advice and assistance in determining whether an Army activity is a MAJCOM.

21. Major Defense Agencies. All DoD agencies that report directly to the Secretary of Defense. See: [http://odam.defense.gov/omp/Functions/Organizational Portfolios/Organization and Functions Guidebook/DoD Organization Chart May 2010 Update.pdf](http://odam.defense.gov/omp/Functions/Organizational%20Portfolios/Organization%20and%20Functions%20Guidebook/DoD%20Organization%20Chart%20May%202010%20Update.pdf). The CNIC FJA is responsible for providing advice and assistance in determining whether a DoD activity falls within this definition.

22. Memorandum of Agreement (MOA). Memoranda that defines

general areas of conditional agreement between two or more parties; what one party does is dependent on what the other party does (e.g., one party agrees to provide maintenance if the other party provides the materials or funding). Reference (a) provides additional information.

23. Memorandum of Understanding (MOU). Memoranda that defines general areas of understanding between two or more parties and explains what each party plans to do; what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other types of support from Receiver). Reference (a) provides additional information.

24. Multiple Regions. When provision/receipt of similar services and or transfer of resources affects more than one CNIC Region.

25. Mutual Aid Agreements (MAA). In accordance with references (o) and (p), Region and Installation commanders shall develop MAAs with civil first responders including local emergency management agencies. These MAAs should outline cooperative measures where Navy category 5 personnel may assist the civilian community and vice versa in response to and recovery from natural and man-made emergencies. See paragraph 4f(1) of this Instruction.

26. Overarching Memorandum of Agreement (OMOA). OMOA's are used when a support scenario encompasses multiple programs, Regions and installations. They are usually conducted at the Echelon II level and provide general guidance to Regions and other stakeholders that will be used in creating any additional support agreements at the Region/installation levels.

27. Private Parties. A term that collectively covers many categories of individuals, corporations, or companies and certain state and local municipality entities that receive work, services, and materials from DON activities. References (a) through (b) provide additional information regarding private parties.

28. Private Organizations. Self-sustaining non-federal entities, incorporated or unincorporated, which are operated on a DoD installation with the written consent of the Installation Commander or higher authority, by individuals acting exclusively



outside the scope of any official capacity as officers, employees, or agents of the federal government. Reference (b) provides additional information regarding private organizations. "For profit enterprises" are not considered part of this definition.

29. Receiver. A command or activity which receives support services from a Supplier. (Note: also referred to as "Tenant.")

30. Recurring Reimbursable Services. The continuation of a type of service(s) in successive operating periods. Recurring reimbursable services are updated at the beginning of the fiscal year to reflect the upcoming year's level of funding and service.

31. Significant Costs. Costs to the Supplier for provision of unique support requested by one or more Receivers that are additional, identifiable, and can be segregated or metered on a reasonable and meaningful basis, will be reimbursed by the Receiver. In general, additional, identifiable costs for recurring support provided by a Supplier or supporting activity are reimbursable unless the amount is less than \$500 within a fiscal year, in which case the billing is considered to be uneconomical. However, costs incurred in support of Working Capital Fund (WCF) mission products and services may not be waived. References (a) and (b) provide additional information.

32. State Government High Level. SAs with state governments at the executive level (Governor, Lieutenant Governor) are considered high level for purposes of this instruction. Individual state agencies, subordinate, Region, county, municipal, and branch offices with authority and jurisdiction confined to local programs and issues, are not high level. The CNIC OGC is responsible for providing advice and assistance in determining whether the civilian organization in question is a high level agency. See Paragraph 4e(1)(a) of this instruction for further guidance

33. Supplier. An activity that provides BOS common-service, cross-service, and/or unique-service support functions to a Receiver or Supporting Activity. (Note: previously referred to as "Host.")

34. Support Agreement (SA). An agreement that codifies unique

organizational relationships and/or support service arrangements between two or more organizations. SAs are formalized agreements that can define recurring services provided by one supplier to a receiver, or document broad areas of support that does not require reimbursement. SAs are documented through a DD Form 1144 "Support Agreement", formerly referred to as an Inter/Intra-service Support Agreement, MOA, or MOU. Reference (a) provides additional information.

35. Uniform Funding and Management (UFM). Uniform Funding and Management (UFM) is the merging of appropriated funds (APF) and non-appropriated funds (NAF) for the purpose of providing Morale Welfare, and Recreation (MWR) services under applicable NAF laws/policy in order to facilitate procurement of property and services for MWR, management of employees to provide the programs, and financial reporting and management.

a. Public Law 107-314, Section 323 amended Chapter 147 of Title 10, United States Code, Sec 2494 Uniform Funding and Management of Morale, Welfare, and Recreation Programs is the governing statute.

b. The UFM practice does not change the level of authorized APF support; rather it is designed to aid in a timely execution of APF in support of Navy MWR programs.

36. Working Capital Fund (WCF) Activities. Defense Working Capital Fund (DWCF), Transportation Working Capital Fund (TWCF) Army Working Capital Fund (AWCF), Navy Working Capital Fund (NWCF), and Air Force Working Capital Fund (AFWCF) activities, which typically charge a stabilized rate for their services (to include overhead and other costs related to their mission products and services). WCF activities reimburse the Supplier for full costs of BOS services directly attributed to support their mission products and service.

CNICINST 4000.1C  
2 Jun 16

**Common Output Level Standards (COLS) Waiver Request SAMPLE**

5200  
Ser NXX/

From: Requesting Activity  
To: Commander, Navy Installations Command (CNIC)  
Via: (1) Installation Commanding Officer  
(2) Region Program Director  
(3) CNIC Region Commander  
(4) CNIC N5 Strategy and Future Requirements  
(5) CNIC N8 Comptroller

Subj: WAIVER REQUEST FOR BASE OPERATING SUPPORT SERVICES ABOVE  
DESIGNATED CNIC COMMON OUTPUT LEVEL STANDARDS

Ref: (a) CNICINST 4000.1C  
(b) Current Year IMAP/ICBM

1. (Activity Name) requests Base Operating Support (BOS) services in excess of established Chief of Naval Operations (CNO)-directed Common Output Level Standards (COLS). In accordance with reference (a), the following information is provided:

- a. Support Agreement Number: (if applicable)
- b. Type of Organization Funding: e.g. Operations & Maintenance Navy (O&MN) etc.
- c. Description of Program(s) from reference (b):
- d. Cost Accounting Code (CAC):
- e. Special Interest Code (SIC):
- f. Current COLS level:
- g. COLS Level Requested:
- h. Identify Funding Source: (i.e. how will CNIC be reimbursed)?
- i. Region N8 Financial Management Officer Endorsement:
- j. Justification:

Enclosure (2)

CNICINST 4000.1C  
2 Jun 16

Subj: WAIVER REQUEST FOR BASE OPERATING SUPPORT SERVICES ABOVE  
DESIGNATED CNIC COMMON OUTPUT LEVEL STANDARDS

2. My point of contact for this request is:

- a. Name:
- b. DSN:
- c. Commercial:
- d. Email

J. P. JONES

NOTE: Addressee and Endorsees may change depending upon approval authority, i.e. CNIC or REGCOM.

**Support Agreement Termination Template**

7050  
Ser

From: CNIC (or Region Commander)  
To: Customer/Receiver

Subj: TERMINATION OF MEMORANDUM OF AGREEMENT FOR TRANSFER  
OF STAFF AND FUNCTIONS BETWEEN CNIC AND CNO N-46

Ref: (a) PHONCON CNIC N80 Mr. Jones/CNO N46 Ms. Jones of 9 Oct 11  
(b) CNIC memo 5450 Ser CNIC/9U4114 and CNO memo 5450  
Ser N46/9U58903 (MOA) of 17 Jun 09  
(c) DoD Instruction 4000.19 of 9 August 1995  
(d) CNICINST 4000.1B

Encl: (1) CNIC memo 5450 Ser CNIC/9U4114 and CNO memo 5450  
Ser N46/9U58903 (MOA) of 17 Jun 09

1. As discussed in accordance with reference (a), all actions identified in reference (b) and enclosure (1) have been met. In accordance with references (a), (c) and (d), reference (b) is no longer required and is being processed for termination.
2. This letter acts as 180-day notification required by reference (b). If this termination is mutually agreed upon, Chief of Naval Operations (CNO) N46 should provide a concurring endorsement and return. If termination is not acceptable, request the endorsement contain justification. If the request for termination is not addressed within the 180-day notice period, the MOA (reference (b)) will terminate on the 181st day from the date of this notification letter.
3. Please contact (insert POC) for any question or comments concerning the basis of this termination.

D. R. SMITH