

INTEROFFICE MEMORANDUM

TO: Distribution

FROM: Chief Financial Executive/Comptroller (CFE)

DATE: NOV 01 2004

SUBJECT: Action Officer/Support Agreement Manager Checklist for DD Form 1144,
Support Agreement

Reference: DISAI 640-50-6, Interservice and Intragovernmental Support, 12 April 2004

Preparer: J. Sullivan/CFE4/(703) 681-4466

1. The reference requires all DD Forms 1144, Support Agreements, to be coordinated with CFE and the General Counsel (GC). In order to improve the quality and timeliness of Support Agreements signed by the Agency, the Agency Support Agreements Manager (ASAM/CFE4) and the GC legal representative have collaborated to develop the attached Action Officer/Support Agreement Manager Checklist. The checklist addresses minimum requirements for obtaining CFE and GC concurrence on Support Agreements.
2. Effective immediately, all agreements forwarded to the ASAM for review must include a signed checklist. This will ensure all agreements received for initial review meet the minimum established standard, thus reducing the review and processing time. The checklist has been posted, along with other guidance material, on the Support Agreements Repository (SAR), which is located on the EDGE under Collaborative Forums. The Username is "SAR" and the Password is Gos@r123. Please ensure this information is passed to all Support Agreement Managers and Action Officers involved in negotiating and documenting Support Agreements.
3. The CFE point of contact for this action is Ms. Janet Sullivan, CFE4, 703-681-4466.

1 Enclosure a/s


RONALD J. MACCARONI
Acting Chief Financial Executive/
Comptroller

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ACTION OFFICER/SAM CHECKLIST FOR DD FORM 1144
(To be used in conjunction with the DISA DD Form 1144 MS Word Template)

Whenever the drafting of the DD Form 1144 Support Agreement, can be influenced, please follow the DISA DD Form 1144 MS Word Template provided on the SAR and insure that all issues included in the template are addressed in the proposed agreement. However, there are times when the Supplier drafts the agreement. In these cases, the Supplier's format is acceptable if it incorporates DISA's key concerns addressed below, and any technical issues identified by the Action Officer. Negotiate any necessary changes with the Supplier prior to forwarding the proposed agreement to the Agency Support Agreements Manager (ASAM/CFE4).

Instructions. The following checklist outlines DISA's minimum requirements. The DISA Action Officer or SAM must check "Yes" or "No" for each item below, sign the checklist, and attach it to all agreements forwarded to the ASAM for review.

Yes No

___ ___ In Block 1., a Supplier provided "Agreement Number" is inserted. (NOTE: The DISA ASAM will assign a DISA number to all agreements; however, the Supplier's number is typically used in Block 1. If the Supplier does not wish to assign a number, the DISA number may be used.)

___ ___ In Block 2., either the "Superseded Agreement Number" is inserted or, if there is no prior agreement, "N/A", "not applicable," or "none" is inserted.

___ ___ In Block 3., one of the following is provided:

- (1) the agreement's "Effective Date" is inserted. (NOTE: DISA will accept this in 20041001 or 1 Oct 2004 format.)
- (2) the words "Upon signature" are inserted; OR
- (3) the block is left blank (to be completed upon signature) provided Block 11, General Provisions, contains language stating the agreement will be effective on the date of last signature.

NOTES:

1. Most agreements provide for a specific effective date (e.g. beginning of FY).
2. If the effective date is retroactive upon signature, the effective date should be inserted and the words "(retroactive upon signature)" inserted immediately thereafter. However, "retroactive" is strongly discouraged, as agreements should be put in place in a timely manner.

___ ___ In Block 4., either the agreement's "Expiration Date" is inserted or the word "Indefinite" is inserted.

NOTE: Agreements should be for an "indefinite" period, unless there is a compelling reason to specify a specific expiration date.

___ ___ In Blocks 5. and 6., the Supplier and Receiver are properly identified. Blocks 5.b. and 6.b. request the Major Command be identified. This applies to the Uniformed Services only; the organization's acronym may be used for agencies (e.g., DISA, NSA, DLA).

___ ___ In Block 7.a., a short description is inserted for each basic or overall category of support being provided.

NOTES:

1. Only basic categories of support need to be identified (e.g. Purchasing and Contracting Services, Engineering Support, Operations and Maintenance of Multi-Function Switches). The basic category(s) should be further defined and detailed in Block 12, "Specific Provisions."
2. Support Categories should be listed in a manner that permits the incremental direct costs to be easily tracked. Also, use language that makes it perfectly clear to an independent reader exactly what support is being provided.
3. For host-tenant support agreements, common support categories are listed in DODI 4000.19, Enclosure 6.

___ ___ In Block 7.b., the basis for reimbursement (e.g. cost per unit of support received) is provided for each support category identified in Block 7.a.

NOTE: This is determined by the Supplier's computation of incremental direct costs incurred to provide the support to the Receiver. Costs must be measurable and segregated on a reasonable and auditable basis. Examples include \$XX annually per square foot of occupied space; \$XX (hourly rate) times number of hours per assigned FTEs; \$XX per each occurrence; actual contract costs, plus 2% fee; historical workload (90% of 1 GS-14); Receiver's pro-rata share of contract costs; and actual costs based on usage. See DODI 4000.19.19, Section E, subparagraph 2.e. for additional guidance.

___ ___ In Block 7.c., an estimated reimbursement is provided for each support category identified in Block 7.a. (NOTE: Inclusion of a total estimated reimbursement for all support categories is preferable, but not essential if drafted by the Supplier.)

NOTES:

1. Estimated reimbursement is typically provided on a FY basis.
2. Cost estimates may be provided for all FYs the Agreement covers, if data is available. If not available, cost estimate should be for the current FY.
3. Estimated reimbursement should identify the applicable FY (e.g. FY04: \$X).
4. Support Agreements typically document "recurring" support, but if one-time costs are included, clarify and separate them from the recurring costs.

___ ___ Proper DISA approval authorities are inserted in either Block 8. or 9.

NOTES:

1. Approving authority for DD Forms 1144 with Other DOD Activities:
 - Principal Directors of Strategic Business Units (GE/GS/GO)
 - May delegate to lower levels but delegations must be provided in writing to CFE/ASAM. Contact your local SAM if in doubt.
 - Directors and Chief of Shared Services Units (MPS/SPI/PLD/CFE)
 - Component Acquisition Executive (CAE)
 - Program Director for GIG-BE (GBE)
 - Program Director for Net-Centric Enterprise Services (NCES)
 - Director for Testing (TED) and other Special Advisors entering into agreements
 - Commanders JITC, WHSSS, WHCA and the Combatant Command Field Offices
 - If any of the above signs in Block 8.c. or 9.c., type the local FM signature block in block 8.a. or 8.b., as applicable, and the local FM signs in this block.)

The following exceptions apply (in these cases, signature or approval level is elevated to the Command Staff):

- Agreements transferring Agency resources.

- Agreements judged by the approving authority to be at a level of complexity, importance, political sensitivity, or dollar value to warrant elevating approval or signature to a higher level.
- Agreements that affect the Agency as a whole, or will affect Agency policy, mission, POM, or strategic direction.

2. Approving authority for DD Forms 1144 with Non-DOD Federal Activities:
- Dependent upon complexity, any of the following may approve/sign (but cannot be lower than SES/Flag or General Officer):
 - Director or Vice Director (Note: If the Command Staff signs in Block 8.c. or 9.c., the CFE signs in block 8.a. or 8.b., as applicable.)
 - Principal Directors of Strategic Business Units (GE/GS/GO)
 - Directors and Chief of Shared Services Units (MPS/SPI/PLD/CFE)
 - Component Acquisition Executive (CAE)
 - Program Director for GIG-BE (GBE)
 - Program Director for Net-Centric Enterprise Services (NCES)
 - Director for Testing (TED) and other Special Advisor meeting grade requirements

_____ Block 11, "General Provisions" (including any attachment), will contain provisions that address each of the following:

- ___ Receiver will provide Supplier with projections of requested support. (Pre-printed Block 11.a.; do not modify.)
- ___ Supplier will bring any required or requested changes in support to the attention of the Receiver prior to changing/cancelling support. (Pre-printed Block 11.b with blanks filled in to identify who at Receiver will be notified of changes.)
- ___ Supplier will submit statements of costs to Receiver. (Pre-printed Block 11.c. with blanks filled in to identify who at Receiver will receive statements of costs. If DISA is the Receiver, identify DISA's appropriate DFAS servicing disbursement office or other instructions as appropriate.)
- ___ "All rates expressing unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DOD directives, and commercial utility rate increases. The receiver will be notified immediately of such changes that must be passed through to the support receivers." (Pre-printed Block 11.d. Do not modify.)
- ___ Agreement may be cancelled at any time by mutual consent and may be cancelled by either party upon giving 180 days written notice to the other. (Pre-printed Block 11.e.)
 - NOTE: May be modified with additional provisions addressing effective date, amendments, extensions, and annual reviews. See DISA MS Word template on SAR for recommended wording.
- ___ "In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities." (Pre-printed Block 11.f. Do not modify.)
- ___ Clear and concise funding and billing procedures. See DISA MS Word template, item 11(k), on SAR for sample language. Also, include the following, as applicable:
 - ___ [For indefinite or multi-year agreements containing estimates for current year only] Supplier will provide Receiver, prior to the start of the next FY, a cost summary reflecting estimated reimbursement for the next FY support.

___ Identify how Receiver will transfer funds and how Supplier will acknowledge acceptance of funds (e.g. via MIPR).

___ Identify when funds will be transferred from Receiver to Supplier (e.g. beginning of FY, quarterly, monthly, or on an as-needed basis).

___ [For agreements with *Non-DOD* activities only] include additional provisions enumerated in DODI 4000.19, Para 6.2.6 through 6.2.6.8. (See DISA MS Word template, item 11.i., on SAR for sample language.)

___ [When appropriate] Clarify effective and expiration dates (e.g. if effective upon signature and Block 3 is left blank, Block 11 must contain a provision that agreement is effective on date of last signature. (See DISA MS Word template, block 11.e., on SAR for sample language.)

___ [For agreements where DISA is the Receiver and a MIPR will be the obligating document] Include language stating that the agreement is subject to availability of funds. (See DISA MS Word DD Form 1144 template, item 11.l., on SAR for sample language.)

NOTE: The following are optional, but highly recommended, provisions:

- Purpose section (identifies overall topic of agreement)
- Background (identifies situation/problem necessitating interagency support)
- Economy Act, 10 USC 1535, cited as authority
- "All support provided the Receiver that can be measured and directly attributable to the Receiver is reimbursable."
- Periodic reviews
- Amendments

___ ___ Block 12., "Specific Provisions" (including any Attachments) contains specific details essential to a clear understanding of the activities to be accomplished for each category of support listed in Block 7.a. Specifically, this block:

___ Describes, for each category of support, specific items Supplier will accomplish for Receiver in sufficient detail to ensure Receiver will receive desired support (e.g. specific activities or tasks to be performed).

___ Identifies specific actions Receiver will perform to facilitate receipt of each category of requested support and ensure desired support (e.g. quantity/quality) is received.

NOTE: It is recommended that Block 12., for each category of support identified in Block 7., separately identify what Supplier and Receiver will do. For example:

a. Engineering Support for ____.

(1) Supplier will:

- (a) List each activity or task to be performed, or other details, as appropriate.
- (b)

(2) Receiver will:

- (a)
- (b)

An explanation for any of the above checklist items that are marked "No" is attached.

Signature of Action Officer/SAM DATE

SUPPORT AGREEMENT

1. AGREEMENT NUMBER <i>(Provided by Supplier)</i>	2. SUPERSEDED AGREEMENT NO. <i>(if this replaces another agreement)</i>	3. EFFECTIVE DATE (YYYYMMDD)	4. EXPIRATION DATE <i>(may be "indefinite")</i>		
5. SUPPLYING ACTIVITY a. NAME AND ADDRESS <i>The supplier of the support/services</i>		6 RECEIVING ACTIVITY a. NAME AND ADDRESS <i>The receiver of support/services (paying organization)</i>			
b. MAJOR COMMAND		b. MAJOR COMMAND			
7. SUPPORT PROVIDED BY SUPPLIER a. SUPPORT <i>(Specify what, when, where, and how much)</i> List the overall "categories" of support. A short description of each support category will suffice (e.g., Engineering Support for xxx project at [location] for the period of xx through xx). A detailed description and responsibilities should be documented in Block 12, "Specific Provisions." Each "category" of support listed should be defined in a way that allows the supplier to track incremental direct costs incurred to provide the support, as described in corresponding entries in Blocks 7.b and 7.c (e.g. separate procurement from FTE support) Agreements may have one or numerous support categories. If there are multiple support categories and the list is too long to fit here, use an attachment for Block 7 (and check the "yes" block below to reflect additional support requirements being attached). NOTE: Please be sure to delete all guidance notes from the final document. Most are italicized and highlighted.				b. BASIS FOR REIMBURSEMENT The basis for reimbursement (i.e., cost per defined unit of service) shall be determined by the supplier's computation of incremental direct costs incurred to provide each unit of support to the receiver. Costs must be measurable and segregated on a reasonable and auditable basis. Also, costs must be attributable to the receiver and the receiver must be able to influence the cost. Identify the <u>methods/criteria</u> used to calculate cost reimbursement and projected quantity of support across from each corresponding "category" of support listed in Block 7.a. Examples include: actual contract costs, plus 2% fee; prorata share of contract cost; FTE costs plus travel; \$X annually per square foot of occupied space; \$X monthly per assigned personnel; \$X per each occurrence; historical workload (90% of 1 GS-12 x 1 year); actual cost based on usage. A Funding or Cost Annex detailing the basis for reimbursement may be provided in more complex agreements.	c. ESTIMATED REIMBURSEMENT Provide the total estimated reimbursement (typically provided on an annual or FY basis, unless the support is of shorter duration). If multiple support categories are listed, provide estimated cost across from each support category listed in Block 7.a and the total at the end. If one-time costs are included, clarify and separate from recurring costs. For multi-year agreements, include cost estimates for future years when available. If future year estimates are not available, ensure the funding paragraph addresses any authority to exceed the original cost estimate. [See Block 11.k]
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES		<input checked="" type="checkbox"/> X <input type="checkbox"/> NO			
8. SUPPLYING COMPONENT a. COMPTROLLER SIGNATURE		9. RECEIVING COMPONENT a. COMPTROLLER SIGNATURE			
b. DATE SIGNED		b. DATE SIGNED			
c. APPROVING AUTHORITY (1) TYPED NAME		c. APPROVING AUTHORITY (1) TYPED NAME			
(2) ORGANIZATION	(3) TELEPHONE NUMBER	(2) ORGANIZATION	(3) TELEPHONE NUMBER		
(4) SIGNATURE	(5) DATE SIGNED	(4) SIGNATURE	(5) DATE SIGNED		
10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)					
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED		

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested changes in support to the attention of (Insert Unit/Code, POC Name, and Phone Number for Receiving Activity) prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: (Insert Unit/Code, POC Name, and Phone Number for Receiving Activity. If Receiver is DISA, DISA's appropriate DFAS servicing disbursement office may be identified.)
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increase. The receiver will be notified immediately of such changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party. This agreement may be amended or extended by agreement. Amendments or extensions will be signed, dated, and attached to the basic document. NOTE: For indefinite duration agreements, delete the words "or extended" and "or extension.." For multi-year or indefinite agreements, add: This agreement will be reviewed annually by each party to evaluate its effectiveness and determine the need for modification or amendments. For agreements taking effect on date of last signature, add the following and complete Block 3 when last signed: This agreement is effective on the date of the last signature hereto.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.
- g. Purpose. This agreement defines the _____ support provided to the _____ [the RECEIVER] by the _____, [the SUPPLIER].
- h. Background. (Provide background on the problem/situation requiring the support/services to be obtained through an interservice/intragovernmental support agreement and why the supplier can best meet these needs.)

(NOTE: If insufficient space continue on Page 3 and check "yes" below. Otherwise check "no".)

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

Document specific provisions essential to a clear understanding of the support to be provided. List detailed responsibilities of both Supplier and Receiver. Describe with sufficient specificity what Supplier will provide and what Receiver will do to facilitate the receipt of said support. Do so for each Support Category identified in Block 7.a. For example:

a. Engineering Support.

(1) Supplier will:

(a) List responsibilities.

(b) If applicable: Support will be performed in accordance with [(XXX Plan)(Statement of Work)(other)] and any deviations must be approved in writing.

(2) Receiver will:

(a)

(b)

(NOTE: If insufficient space continue on Page 3 and check "yes" below. Otherwise check "no". If a 3rd page is not required, change page numbers to read "Page 1 of 2 and Page 2 of 2".)

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

13. ADDITIONAL PROVISIONS (Use this space to continue general and/or specific provisions as needed.)

Block 11. GENERAL PROVISIONS (continued).

- i. Authority. This agreement is entered into under the provisions of DODI 4000.19, Interservice and Intergovernmental Support, 9 August 1995, and the Economy Act, Title 31, United States Code, Section 1535, as amended. (For Agreements with another DOD activity, add:) Use of this support agreement is in the best interest of the U.S. Government and the Supplier has existing capabilities to provide the support without jeopardizing its assigned missions. *For Agreements with a non-DOD Activity, add:*) The Receiver, prior to entering this support agreement, has completed the required Determination and Finding (D&F) under the Economy Act and has found that use of this interagency acquisition is in the best interest of the Government; the supplies/services cannot be obtained as conveniently or economically by contracting directly with a private source; and (*select one of the following four statements, as applicable:*) [{"this interagency acquisition does not require a contracting action by the (insert name of Supplying Activity).} or {this interagency acquisition will appropriately be made under an existing contract of (*insert name of Supplying Activity*), entered into before placement of the order, to meet the requirements of (*insert name of Supplying Activity*) for the same or similar goods, supplies or services.} or {(*Insert name of the Supplying Activity*) has the capabilities or expertise to enter into a contract for such goods, supplies or services that are not available within DISA.} or {(*Insert name of the Supplying Activity*) is specifically authorized by law or regulation to purchase such goods, supplies or services on behalf of other agencies.}]
- j. Reimbursable Support. Reimbursement, IAW the Economy Act, will be based on actual costs incurred by the Supplying Activity for support provided to the Receiving Activity.
- k. Funding and Billing. (A documentation process must be specified for funding and billing consistent with the Economy Act. It must address how the parties will handle actual costs in the event they exceed estimated reimbursement. **Sample paragraphs follow:**)

If a single year agreement, use the following: [(Upon signature of this agreement)(Within 30 days of this agreement's effective date)(On a monthly/quarterly basis)(On an as needed basis)], the Receiver will provide the Supplier with a funding document (e.g. DD Form 448, Military Interdepartmental Purchase Request (MIPR)) to cover costs for support provided under the agreement. The Supplier will return Acceptance Form DD Form 448-2 to the office and point of contact designated on the DD Form 448-2, block 8. If the Supplier determines that the support to be provided will require a higher level of funding than the "Estimated Reimbursement" in Block 7.c, the Supplier will promptly notify the Receiver in order to secure agreement to either a higher level of funding (via amendment to this agreement) or a strategy to lower the requirements and costs to within the limits of the agreement. (*Modify as necessary*)

If multi-year or indefinite agreement that provides estimated reimbursement for the initial year only in Block 7(c), the degree (e.g., percent) to which support and cost basis may change in subsequent years without submitting the changes to the agreement approval authorities should be defined. Use the following: Block 7(c) identifies estimated reimbursement for the initial fiscal year and similar estimates will be established for subsequent years. This will be accomplished by the Supplier providing the Receiver an annual cost summary based on projections of requested support identified by Receiver each year [(no later than 60 days prior to the start of a new fiscal year.)(by 30 September.)(other)] Should the annual cost summary exceed X% [*recommend using 10 or 15%, as appropriate*] of the original estimated reimbursement in Block 7.c, a revised agreement will be signed. [(On or about 1 October)(On a monthly/quarterly basis)(On an as needed basis)(other)], the Receiver will provide the Supplier with a funding document (e.g. DD Form 448, Military Interdepartmental Purchase Request (MIPR)) to cover costs projected in Block 7.c for the initial fiscal year and in the annual cost summary for subsequent fiscal years. The Supplier will return Acceptance Form DD Form 448-2 to the office and point of contact designated on the DD Form 448-2, Block 8. If the Supplier determines that the support to be provided will require a higher level of funding than the "Estimated Reimbursement" in Block 7.c or the annual cost summary (when applicable), the Supplier will promptly notify the Receiver in order to secure agreement to either a higher level of funding (via amendment to the agreement) or a strategy to lower the requirements and costs to within the limits of the agreement. (*Modify as necessary*)

In multi-year agreements where estimated reimbursement for all fiscal years is provided in Block 7(c), use the following: [(On or about 1 October)(On a monthly/quarterly basis)(On an as needed basis)(other)], the Receiver will provide the Supplier with a funding document (e.g. DD Form 448, Military Interdepartmental Purchase Request (MIPR)) to cover costs that are projected in Block 7(c) for support provided under this agreement for the current fiscal year. The Supplier will return Acceptance Form DD Form 448-2 to the office and point of contact designated on the DD Form 448-2, Block 8. If the Supplier determines that the support to be provided will require a higher level of funding than the "Estimated Reimbursement" in Block 7.c, the Supplier will promptly notify the Receiver in order to secure agreement to either a higher level of funding (via amendment to the agreement) or a strategy to lower the requirements and costs to within the limits of the agreement. (*Modify as necessary*)

- l. *Insert the following clause if DISA is the Receiving Activity and a MIPR (and not the agreement) will be the obligating document on which fund availability will be certified (This clause must be inserted on all multi-year contracts):* Per DOD FMR, Vol 11A, Chp 1, Sec 010204(B)(1)(c), this agreement is subject to the availability of funds. This DD Form 1144 is not a financial document as the dollar amounts are estimated. This agreement should not be used for obligation of funds. Funds certification will be provided with a DD Form 488, Military Interdepartmental Purchase Request (MIPR).

Block 12. SPECIFIC PROVISIONS (continued).

- b. Operation and Maintenance Support of the XXX. (List in same manner as described for 12.a.)
- c. *If Block 7(b) references an attached Funding or Cost Annex, include the following:* See attached [(Funding)(Cost)] Annex detailing basis for reimbursement and a cost summary.
- d. *If applicable:* Points of Contact:
- (1) Supplier:
 - (2) Receiver: