

ACQUISITION AND CROSS-SERVICING AGREEMENT

(US-NU-01)

BETWEEN

**THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA**

AND

**THE NICARAGUAN ARMY
OF THE REPUBLIC OF NICARAGUA**

Effective Date: November 20th 2009

Certified copy for *D.O.D Asst Legal Advisor Treaty Affairs*

Samuel D. Wills

Notary Signature
Notary Per 10 USC, 1044a

Samuel D. Wills/SSG/USA

Print: Name/Rank/Service
HQ, U.S. Southern Command
Office of the Staff Judge Advocate
3511 NW 91st Avenue
Miami, FL 33172

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PREAMBLE

The Department of Defense of the United States of America and the Nicaraguan Army of the Republic of Nicaragua (includes Navy and Air Force), hereinafter referred to as the Parties, desiring to further the interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation, have resolved to conclude this Acquisition and Cross-Servicing Agreement (this Agreement).

ARTICLE I. PURPOSE

This Agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of Logistic Support, Supplies, and Services as that term is defined in Article II of this Agreement.

ARTICLE II. DEFINITIONS

1. As used in this Agreement and in any Implementing Arrangements that provide specific procedures, the following definitions apply:

a. Classified Information. Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.

b. Equal Value Exchange. Payment for a transfer conducted under this Agreement in which it is agreed that the Receiving Party shall replace Logistic Support, Supplies, and Services that it receives with Logistic Support, Supplies, and Services of an equal monetary value.

c. Implementing Arrangement. A written supplementary arrangement for Logistic Support, Supplies, and Services that specifies details, terms, and conditions to implement cross-servicing agreements effectively.

d. Invoice. A document from the Supplying Party that requests reimbursement or payment for specific Logistic Support, Supplies, and Services rendered pursuant to this Agreement and any applicable Implementing Arrangements.

e. Logistic Support, Supplies, and Services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and port services. The term also includes the temporary use of general purpose vehicles and other nonlethal items of military equipment, where such lease or loan is permitted under the national laws and regulations of the Parties. The term "Logistic Support, Supplies, and Services" refers to support, supply or services from any or all of the foregoing categories.

f. Order. A written request, in an agreed-upon format and signed by an authorized individual, for the provision of specific Logistic Support, Supplies, and Services pursuant to this Agreement and any applicable Implementing Arrangement.

g. Point of Contact (POC). An office or agency that is authorized by a Party to sign an Order requesting or agreeing to supply Logistic Support, Supplies, and Services under this Agreement, or by collecting or making payments for Logistic Support, Supplies, and Services supplied or received under this Agreement. This POC is listed in the POC Annexes of this Agreement or an associated Implementing Arrangement.

h. Receiving Party. The Party ordering and receiving support.

i. Replacement-in-Kind. Payment for a transfer conducted under this Agreement in which it is agreed that the Receiving Party shall replace Logistic Support, Supplies, and Services that it receives with Logistic Support, Supplies, and Services of an identical, or substantially identical, nature under agreed conditions.

j. Supplying Party. The Party providing support.

k. Transfer. Selling (whether for payment in currency, replacement-in-kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing Logistic Support, Supplies, and Services under the terms of this Agreement.

ARTICLE III. APPLICABILITY

1. This Agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, port calls, operations, or other cooperative efforts, or for unforeseen circumstances or exigencies in which one of the Parties may have a need for Logistic Support, Supplies, and Services.

2. This Agreement applies to the provision of Logistic Support, Supplies, and Services from the military forces of one Party to the military forces of the other Party in return for either cash payment or the reciprocal provision of Logistic Support, Supplies, and Services to the military forces of the Supplying Party.

3. All activities of the Parties under this Agreement and any Implementing Arrangements shall be carried out in accordance with their respective national laws and regulations. All obligations of the Parties under this Agreement and any associated Implementing Arrangements shall be subject to the availability of funds for such purposes. Unless otherwise agreed in advance, a Party shall not place an Order and receive support under this Agreement and any associated Implementing Arrangement unless it has funds (or agreed-upon in-kind support) available to pay for such support. If a Party discovers that it does not have the funds to fulfill its obligations, it shall promptly notify the other Party, which shall have the right to discontinue its provision of any support that was to be paid for with such funds. This shall not affect the obligation of a Party to pay for support already received.

4. The following items are not eligible for transfer under this Agreement, and are specifically excluded from its coverage:

a. weapon systems;

b. major end items of equipment (except for the lease or loan of general purpose vehicles and other nonlethal items of military equipment where such lease or loan is permitted under the national laws and regulations of the Parties); and

c. initial quantities of replacement and spare parts associated with the initial order of major items of organizational equipment; however, individual replacement and spare parts needed for immediate repair and maintenance services may be transferred.

5. Also excluded from transfer by either Party under this Agreement are any items the transfer of which are prohibited by its national laws or regulations. In accordance with U.S. law and regulation, the United States currently may not transfer the following items under this Agreement:

a. guided missiles;

b. naval mines and torpedoes;

c. nuclear ammunition (including such items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition);

d. guidance kits for bombs or other ammunition;

e. chemical munitions or ammunition (which do not include riot-control agents);

f. source, byproduct, or special nuclear materials, or any other material, article, data, or thing of value the transfer of which is subject to the Atomic Energy Act of 1954 (Title 42, United States Code, Section 2011, et. seq.); and

g. items of military equipment designated as Significant Military Equipment on the United States Munitions List (Part 121 of Title 22 of the U.S. Code of Federal Regulations), except as allowed under the definition of Logistic Support, Supplies, and Services under U.S. law.

ARTICLE IV. TERMS AND CONDITIONS

1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this Agreement for Logistic Support, Supplies, and Services. However, when an Implementing Arrangement contains a stricter standard for satisfying such requests, the standard in the Implementing Arrangement shall apply.
2. Orders may be placed or accepted only by the Points of Contact (POCs), or designees, identified by the Parties in Annexes B and C of this Agreement. When military forces of the Republic of Nicaragua require Logistic Support, Supplies, and Services outside the U.S. Southern Command (USSOUTHCOM) Area of Responsibility (AOR), they will seek the assistance of USSOUTHCOM or a USSOUTHCOM component command, to place an order with a non-USSOUTHCOM POC.
3. An Implementing Arrangement under this Agreement may be negotiated on behalf of the U.S. Department of Defense by Headquarters, U.S. Southern Command, the Headquarters of other U.S. Combatant Commands, or their designees. Implementing Arrangements may be negotiated on behalf of the Nicaraguan Army of the Republic of Nicaragua by the Chief of Army or his designee. Implementing Arrangements shall identify POCs and their specific authorizations or limitations.
4. Prior to submitting a written Order, the ordering Party should initially contact the Supplying Party's POC, including by telephone, fax, or e-mail to ascertain availability, price, and desired method of repayment for required materiel or services. Orders shall include all the data elements in Annex A, as well as any other terms and details necessary to carry out the transfer. Instructions and a standard order form are attached. The number of this Agreement, US-NU-01, should be annotated on all Orders and related correspondence.
5. Both Parties shall maintain records of all transactions.
6. The Receiving Party shall be responsible for:
 - a. Arranging pick-up and transportation of supplies acquired under this Agreement. This does not preclude the Supplying Party from assisting with loading supplies acquired under this Agreement onto the transportation conveyance.
 - b. Obtaining any applicable customs clearance and arranging other official actions required by national customs regulations.
7. The individual designated by the Receiving Party to receive the Logistic Support, Supplies, and Services on behalf of the Receiving Party shall sign the standard order form (Annex D) in the appropriate block as evidence of receipt. If the standard order form is not available at the Supplying Party's point of issue, the individual receiving the Logistic Support, Supplies, and Services shall sign the receipt document provided by the Supplying Party as a substitute. The number of this Agreement, US- NU- 01, shall be entered on the receipt document.

8. The Supplying Party shall be responsible for:

a. Notifying the Receiving Party when and where Logistic Support, Supplies, and Services are available to be picked up.

b. Forwarding the signed receipt document to the POC authorized to accept Orders under this Agreement. The signed receipt document shall be attached to the original Order Form.

9. Logistic Support, Supplies, and Services received through this Agreement shall not be retransferred, either temporarily or permanently, to any other country, international organization, or entity (other than the personnel, employees, or agents of the military forces of the Receiving Party) without the prior written consent of the Supplying Party obtained through applicable channels.

ARTICLE V. REIMBURSEMENT

1. For transfers of Logistic Support, Supplies, and Services under this Agreement, the Parties shall agree on payment either by cash ("reimbursable transaction"), or by Replacement-in-Kind or an Equal-Value Exchange (both of which are exchange transactions). The Receiving Party shall pay the Supplying Party as provided in either paragraph 1.a. or paragraph 1.b. of this Article.

a. Reimbursable Transaction. The Supplying Party shall submit Invoices to the Receiving Party after delivery or performance of the Logistic Support, Supplies, and Services. Both Parties shall provide for the payment of all transactions, and each Party shall invoice the other Party at least once every three (3) months for all transactions not previously invoiced. Invoices shall be accompanied by necessary support documentation and shall be paid within sixty (60) days of the date prepared and entered upon the invoice. Payment shall be made in the currency of the Supplying Party or as otherwise agreed in the Order. In pricing a reimbursable transaction, the Parties agree to the following reciprocal pricing principles:

(1) In the case of a specific acquisition by the Supplying Party from its contractors on behalf of a Receiving Party, the price shall be no less favorable than the price charged the military forces by the contractor of the Supplying Party for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the Supplying Party's own resources, the Supplying Party shall charge the same price charged its own military forces for identical Logistic Support, Supplies, and Services, as of the date delivery or performance occurs, less amounts excluded by Article VI of this Agreement. In any case where a price has not been established or charges are not made for one's own military forces, the Parties shall agree on a price in advance, reflecting reciprocal pricing principles, excluding charges that are precluded under these same reciprocal pricing principles.

b. Exchange Transaction. Exchange transactions may be by Replacement-in-Kind or Equal-Value-Exchange. The Receiving Party shall pay by transferring to the Supplying Party Logistic Support, Supplies, and Services that are agreed between the Parties to be identical (or substantially identical) or to be of equal monetary value to the Logistic Support, Supplies, and Services delivered or performed by the Supplying Party. When Equal Value Exchange is the agreed method of payment, prior to the provision of the requested support both Parties will agree, to the extent possible, on the goods and services that will be accepted for payment. The Receiving Party is responsible for arranging return transportation and delivery of the replacement Logistic Support, Supplies, and Services to the location mutually agreed between the Parties at the time the order is signed. If the Receiving Party does not complete the exchange within the terms of a replacement schedule agreed to or in effect at the time of the original transaction, which may not exceed one year from the date of the original transaction, the transaction shall be deemed reimbursable and governed by paragraph 1.a. above, except that the price shall be established using actual or estimated prices in effect on the date payment otherwise would have been due.

c. Establishment of Price or Value. The following pricing mechanisms are provided to clarify application of the reciprocal pricing principles. The price established for inventory stock materiel shall be the Supplying Party's stock list price. The price for new procurement shall be the same price paid to the contractor or vendor by the Supplying Party. The price for services rendered will be the Supplying Party's standard price, or, if not applicable, the costs directly associated with providing the services. Prices charged shall exclude all taxes and duties that the Receiving Party is exempted from paying under other agreements that the Governments of the Parties have concluded. Upon request, the Parties agree to provide information sufficient to verify that these reciprocal pricing principles have been followed and that prices do not include waived or excluded costs.

2. When a definitive price for the Order is not agreed to in advance, the Order, pending agreement on final price, shall set forth a maximum liability to the Party ordering the Logistic Support, Supplies, and Services. Then the Parties shall enter into negotiations promptly to establish the final price.

3. POCs for payments and collections for each Party are identified in the Annexes to this Agreement.

4. The price for Logistic Support, Supplies, and Services under this Agreement shall not be higher than the price for the same Logistic Support, Supplies, and Services available under any other agreement between the Parties or their Governments.

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ARTICLE VI. WAIVED OR EXCLUDED COSTS

Insofar as national laws and regulations permit, the Parties shall ensure that any readily identifiable duties, taxes, and similar charges are not imposed on activities conducted under this Agreement. The Parties shall cooperate to provide proper documentation to maximize tax and customs relief. The provisions of any applicable tax and customs relief agreements also shall apply under this Agreement.

The Parties shall inform each other whether the price charged for Logistic Support, Supplies, and Services includes taxes or duties. In determining whether duties, taxes, or similar charges should be levied, the pricing principles in Article V govern the value of the Logistic Support, Supplies, and Services provided by the Supplying Party.

ARTICLE VII. SECURITY OF INFORMATION

It is the intent of the Parties that activities under this Agreement and any Implementing Arrangements be carried out at the unclassified level. No classified information or material shall be provided or generated under this Agreement or any Implementing Arrangements.

ARTICLE VIII. INTERPRETATION, AMENDMENTS, AND REVISION OF INFORMATION

1. Any disagreements regarding the interpretation or application of this Agreement, any Implementing Arrangements, or transactions executed hereunder shall be resolved through consultation between the Parties and shall not be referred to any national or international tribunal, or third party for settlement.
2. Either Party may, at any time, request amendment of this Agreement by providing written notice to the other Party. In the event such a request is made, the Parties shall enter into negotiations promptly. This Agreement may be amended only by written agreement between the Parties. Replacement of Annexes B and C, which list POCs, may be done by a Party transmitting the replacement Annex to the other Party through military channels, without formal amendment of this Agreement.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Agreement, which consists of a Preamble, Articles I-IX, and Annexes A through D, shall enter into force upon the date of its signature. This Agreement shall remain in force unless terminated by the mutual written consent of the Parties or by either Party giving not less than 180 days notice in writing to the other Party of its intent to terminate. Notwithstanding termination of this Agreement, all reimbursement obligations incurred pursuant to its terms shall remain binding on the responsible Party until satisfied.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done, in duplicate, in the English and Spanish languages, each being equally authentic.

**FOR THE NICARAGUAN ARMY
OF THE REPUBLIC OF NICARAGUA**

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA**


MOISES OMAR HALLESLEVENS ACEVEDO
General, Nicaraguan Army
Commanding General, Nicaraguan Army




P.K. KEEN
Lieutenant General USA
Military Deputy Commander
United States Southern Command

LIST OF ANNEXES

ANNEX A – Minimum Essential Data Elements

ANNEX B – Host Nation Annex

ANNEX C – USSOUTHCOM POCs

ANNEX D – Request Form with instructions

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ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

- 1) Implementing Arrangements or support Agreement
- 2) Date of Order
- 3) Designation and address of office to be billed
- 4) Numerical listing of stock numbers of items, if any
- 5) Quantity and description of material/services requested
- 6) Quantity furnished
- 7) Unit of Measurement
- 8) Unit price in currency of billing country, or as otherwise agreed to in the Order
- 9) Quantity furnished (6) multiplied by unit price (8)
- 10) Currency of billing country, or as otherwise agreed to in the Order
- 11) Total Order amount expressed in currency of billing country, or as otherwise agreed to in the Order
- 12) Name (typed or printed), signature, and title of authorized Ordering or requisitioning representative
- 13) Payee to be designated on remittance
- 14) Designation and address of office to receive remittance
- 15) Recipient's signature acknowledging service or supplies received on the Order or requisition or a separate supplementary document
- 16) Document number of Order or requisition
- 17) Receiving organization
- 18) Issuing organization
- 19) Transaction type
- 20) Fund citation or certification of availability of funds when applicable under Parties' procedures

- 21) Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer
- 22) Name, signature, and title of authorized acceptance official
- 23) Additional special requirement, if any, such as transportation, packaging, etc.
- 24) Limitation of government liability
- 25) Name, signature, date, and title of Supplying Party official who actually issues supplies or services.

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ANNEX B

NICARAGUAN ARMY POINTS OF CONTACT

ACSA ORDERING AND FINANCIAL RESPONSIBILITIES

1. The agency responsible for approving, placing, and accepting orders is:
 - a. Unit: Direccion Logistica
 - b. Commercial Telephone: 011-505-2222-5797
 - c. 24 hour/after duty hours contact telephone: 011-505-8408-2123 / 8920-7215
 - d. Commercial Fax: 011-505-2228-7000
 - e. Email Address: jefe_log@ejercito.mil.ni

2. The agency responsible for collecting and making payments for support, supplies, and services is:
 - a. Unit: Direccion de Finanzas
 - b. Commercial Telephone: 011-505-2222-6058
 - c. Commercial Fax: 011-505-2222-3777
 - d. Email Address: dfzasen@turbonet.com.ni

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ANNEX C

**USSOUTHCOM
POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES**

- TAB A – HQ USSOUTHCOM
- TAB B – USARSOUTH (Army)
- TAB C – USNAVSOUTH (Navy)
- TAB D – USSOUTHAF (Air Force)
- TAB E – USMARSOUTH (Marine Corps)
- TAB F – SOCSOUTH (Special Operations)

ANNEX C/TAB A

POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES

HQ U.S. SOUTHERN COMMAND (USSOUTHCOM)

1. The USSOUTHCOM POC for coordinated **placement and acceptance of orders** under this Procedural Agreement is the ES-LOG Joint Logistics Operations Center:

a. Unit: SOUTHCOM ES-Log
b. Telephone: Com'l: (305) 437-1427 or 1400
DSN: 567-1427 or 1400
c. Fax: Com'l: (305) 437-1443
DSN: 567-1443
Com'l: (305) 437-1444 (Classified)
DSN: 567-1444 (Classified)
d. Message Address: CDR USSOUTHCOM MIAMI FL//ES-LOG//(CM)
e. Mailing Address: COMMANDER
HQ USSOUTHCOM-ES-LOG
3511 NW 91st Ave.
Miami, FL 33172-1217

2. The USSOUTHCOM agency responsible for **coordinating payments and collections** in support of this Procedural Agreement is the Comptroller:

a. Unit: USSOUTHCOM-R&A
b. Telephone: Com'l: (305) 437-1814 or 1811
DSN: 567-1814 or 1811
c. Fax: Com'l: (305) 437-1840
DSN: 567-1840
d. Message Address: CDR USSOUTHCOM MIAMI FL//R&A//(CM)
e. Mailing Address: COMMANDER
HQ USSOUTHCOM (Attn: R&A)
3511 NW 91st Ave.
Miami, FL 33172-1217

ANNEX C/TAB B

POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES

U.S. ARMY FORCES SOUTH (USARSO)

1. The USARSO POC for coordinated **placement and acceptance of orders** under this Procedural Agreement is USARSO DCS G-4:

a. Unit: USARSOUTH DCS G-4
b. Telephone: Com'l: 210-295-6713
DSN: 421-6713
c. Fax: Com'l: 210-295-6369
DSN: 421-6369
d. Message Address: HQ USARSO G4 FT SAM HOUSTON TX
e. Mailing Address: Deputy Chief of Staff, G-4, U.S. Army South
Attn: ARSO-LG
2450 Stanley Road, Suite 301
Ft. Sam Houston, TX 78234-7517

2. The USARSO agency responsible for **coordinating payments and collections** in support of this Procedural Agreement is the USARSO DCS G-8:

a. Unit: USARSO G-8
b. Telephone: Com'l: 210-295-6031
DSN: 312-421-6031
c. Fax: Com'l: 210-295-6306
DSN: 312-421-6306
d. Message Address: HQ USARSO G8 FT SAM HOUSTON TX
e. Mailing Address: Deputy Chief of Staff, G-8, U.S. Army South
Attn: ARSO-RM-FS
2450 Stanley Road, Suite 303
Ft. Sam Houston, TX 78234-7517

ANNEX C/TAB C

POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES

U.S. NAVAL FORCES SOUTH (USNAVSOUTH)

1. The USNAVSOUTH POC for coordinated **placement and acceptance of orders** under this Procedural Agreement is the USNAVSOUTH (N41A):

a. Unit: USNAVSOUTH/COMUSNAVSO
b. Telephone: Com'l: 904-270-4037, ext. 3207/3232
DSN: 960-1037, ext. 3207/3232
c. Fax: Com'l: 904-270-4055
DSN: N/A
Com'l: N/A (Classified)
DSN: N/A (Classified)
d. Message Address: COMUSNAVSO
e. Mailing Address: COMMANDER
HQ USNAVSOUTH
(Attn: N41A)
BLDG 1878 NAVAL STATION
Mayport, FL 32228-0003

2. The USNAVSOUTH agency responsible for coordinating **payments and collections** in support of this Procedural Agreement is the Comptroller:

a. Unit: USNAVSOUTH/COMUSNAVSO
b. Telephone: Com'l: 904-270-4037, ext. 3207/3232
DSN: 960-1037, ext. 3207/3232
c. Fax: Com'l: 904-270-4055
DSN: N/A
d. Message Address: COMUSNAVSO
e. Mailing Address: COMMANDER
HQ USNAVSOUTH (Attn: N41A)
BLDG 1878 NAVAL STATION
Mayport, FL 32228-0003

ANNEX C/TAB D

POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES

U.S. AIR FORCES SOUTH (AFSOUTH)

1. The AFSOUTH POC for coordinated **placement and acceptance of orders** under this Procedural Agreement is the AFSOUTH A4:

a. Unit: AFSOUTH A4X
b. Telephone: Com'l: 520-228-3022
DSN: 228-3022
c. Fax: Com'l: 520-228-3015
DSN: 228-3015
Com'l: N/A (Classified)
DSN: N/A (Classified)
d. Message Address: AFSOUTH DAVIS MONTHAN AFB AZ//A4X//
e. Mailing Address: COMMANDER 12 AF (AFSOUTH)
2915 S. 12th AF Dr., Suite 144B
ATTN: A4X
DMAFB, AZ 85707

2. The AFSOUTH agency responsible for **coordinating payments and collections** in support of this Procedural Agreement is the Financial Management Office:

a. Unit: 12 AF (AFSOUTH)/FM
b. Telephone: Com'l: 520-228-6406
DSN: 228-6406
c. Fax: Com'l: 520-228-7129
DSN: 228-7129
d. Message Address: AFSOUTH DAVIS MONTHAN AFB AZ//FM//
e. Mailing Address: 12 AF (AFSOUTH)FM
2915 S. Twelfth AF Dr., Suite 233
DMAFB, AZ 85707-4100

ANNEX C/TAB E

POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES

U.S. MARINE FORCES SOUTH (USMARFORSOUTH)

1. The USMARFORSOUTH POC for coordinated **placement and acceptance of orders** under this Procedural Agreement is the USMARFORSOUTH Comptroller:

- a. Unit: USMARFORSOUTH Comptroller
- b. Telephone: Com'l: 305-437-2604
DSN: 567-2604
- c. Fax: Com'l: 305-437-2542
DSN: 567-2542
Com'l: N/A (Classified)
DSN: N/A (Classified)
- d. Message Address: COMMARFORSOUTH
- e. Mailing Address: COMMANDER
HQ USMARFORSOUTH/Comptroller
8420 NW 52nd St. Suite 100
Miami, FL 33166

2. The USMARFORSOUTH agency responsible for **coordinating payments and collections** in support of this Procedural Agreement is the USMARFORSOUTH Comptroller:

- a. Unit: USMARFORSOUTH Comptroller
- b. Telephone: Com'l: 305-437-2604
DSN: 567-2604
- c. Fax: Com'l: 305-437-2542
DSN: 567-2542
- d. Message Address: COMMARFORSOUTH
- e. Mailing Address: COMMANDER
HQ USMARFORSOUTH (Attn: Comptroller)
8420 NW 52nd St. Suite 100
Miami, FL 33166

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ANNEX C/TAB F

POINTS OF CONTACT, ORDERING AND FINANCIAL RESPONSIBILITIES

SPECIAL OPERATIONS COMMAND SOUTH (SOCSOUTH)

1. The SOCSOUTH POC responsible for coordinated **placement and acceptance of orders** under this Procedural Agreement is the SOCSOUTH J4:

- a. Unit: SOCSOUTH
- b. Telephone: Com'l: 305-224-6403
DSN: 791-6403
- c. Fax: Com'l: 305-224-6415
DSN: N/A
Com'l: N/A (Classified)
DSN: N/A (Classified)
- d. Message Address: COMSOCSOUTH //J4//
- e. Mailing Address: HQ SOCSOUTH
29350 CORAL SEA BLVD
BOX 6
HOMESTEAD, FL 33035

2. The SOCSOUTH POC responsible for **coordinating payments and collections** in support of this Procedural Agreement is the SOCSOUTH J8:

- a. Unit: SOCSOUTH
- b. Telephone: Com'l: 305-224-6380
DSN: 791-6380
- c. Fax: Com'l: 305-224-6386
DSN: 791-6386
- d. Message Address: COMSOCSOUTH //J8//
- e. Mailing Address: HQ SOCSOUTH
29350 CORAL SEA BLVD
BOX 6
HOMESTEAD, FL 33035

ANNEX D

ACSA ORDER FORM

IMPLEMENTING ARRANGEMENT - STANDARD FORM FOR REQUEST, RECEIPT, AND RETURN OR INVOICE
 CONVENIO DE IMPLEMENTACION - FORMULARIO NORMALIZADO PARA REQUERIMIENTOS, RECEPCION Y DEVOLUCION O FACTURA

A. REQUEST/REQUERIMIENTO RETURN/DEVOLUCION

1. REQUISITION NO./N° DE PEDIDO

4. FROM (requesting party)/DE (REQUERENTE)

5. NATION/PAIS

6. TO (Supporting party)/A (PROVEEDOR)

7. NATION/PAIS

8. TIME AND PLACE OF DELIVERY REQUEST/LUGAR Y FECHA DE DESPACHO DE LO REQUERIDO

9. RECEIVING PARTY/DESTINATARIO

10. NAME/RANK/SIGNATURE /GRADO, NOMBRE Y FIRMA

DATE/FECHA

11. NO. N°

12. NATO STOCK NO./N.N.E. O NUMERO DE REFERENCIA

13. DESCRIPTION/ DESCRIPCION

14. MEASURE UNIT/UNIDAD DE MEDIDA

15. QUANTITY REQUESTED/ CANTIDAD REQUERIDA

16. QUANTITY DELIVERED/ CANTIDAD DESPACHADA

28. QUANTITY DELIVERED/ CANTIDAD DESPACHADA

29. UNIT PRICE/ PRECIO UNITARIO

30. TOTAL TOTAL

31. ATTACHMENTS AND VOUCHERS / COMPROBANTES O REMITOS

26. TRANSPORTATION DOCUMENT NO./NUMERO DE DOCUMENTO DE DESPACHO

27. ACCOUNT NO./N° DE CUENTA

25. TRANSACTION CODE/ CODIGO DE TRANSACCION

22. INVISING AUTHORITY/SERVICIO DE FACTURACION

23. PAYING OFFICE/OFICINA DE PAGO

24. INVOICE NO./N° DE FACTURA

DATE/FECHA

32. TOTAL AMOUNT CLAIMED/TOTAL DE LA FACTURA

33. CURRENCY/UNIDAD MONETARIA

17. METHOD OF COMPENSATION/METODO DE COMPENSACION

EQUAL VALUE EXCHANGE/INTERCAMBIO POR IGUAL VALOR

CASH / PAGO AL CONTADO

REPLACEMENT IN KIND / COMPENSACION EN ESPECIE

18. AUTHORIZATION BY OFFICIAL OF SUPPLYING PARTY/NAME, RANK, SIGNATURE GRADO, NOMBRE Y FIRMA DE LA AUTORIDAD PROVEEDORA

19. AGREED DATE OF RETURN/FECHA ACORDADA DE DEVOLUCION O COMPENSACION

34. PAYABLE TO/IMPAGADERO A:

20. RECEIPT ACCEPTED /ACEPTACION DE RECEPCION

21. TRANSPORTATION/TRANSPORTE

WITH CHARGE CON CARGO

FREE OF CHARGE SIN CARGO

35. NAME/ RANK/SIGNATURE/ GRADO, NOMBRE Y FIRMA

B. ACKNOWLEDGEMENT OF RECEIPT/ACUSE DE RECIBO

I CERTIFY THAT AMOUNT INVOICES IS EXCLUSIVE OF ALL TAXES FOR WHICH EXEMPTION HAS BEEN GRANTED UNDER PROVISIONS OF EXISTING AGREEMENTS AND THAT THE INVOICE IS CORRECT. DEJO CONSTANCIA QUE LA CANTIDAD FACTURADA ESTA EXCLUIDA DE TODOS LOS IMPUESTOS A LOS QUE SE LE HA OTORGADO EXENCION BAJO CLASULAS DE ACUERDOS EXISTENTES Y QUE LA FACTURA ES CORRECTA.

oast

Pec