

**MEMORANDUM OF AGREEMENT (MOA)****BETWEEN**

**THE COMMANDER, ARMY AND AIR FORCE EXCHANGE SERVICE, EUROPE  
(AAFES-E)**

**AND**

**THE COMMANDING GENERAL, UNITED STATES ARMY, EUROPE AND SEVENTH  
ARMY (USAREUR/7A)**

**FOR**

**OPERATION OF TELECOMMUNICATIONS SERVICES ON USAREUR  
INSTALLATIONS**

**1. PURPOSE:**

a. To establish the basis for AAFES operations of unofficial telecommunications services and distribution of income.

b. To supersede Memorandum of Agreement for Operations of Pay Telephone Service on Army installations, Europe dated 6/13 Jun 90.

**2. AUTHORITY:**

a. Authority to execute this MOA on behalf of USAREUR is vested in the ODCSRMA-IA, HQ USAREUR/7A, and the Commander AAFES-E, on behalf of AAFES-E.

b. Disagreements on any aspect of this MOA requiring further clarification or resolution will be resolved between AAFES-E and HQ USAREUR/7A. The AAFES-E point of contact is the Chief, Plans Division (PL). The HQ USAREUR point of contact is the MWR Telecommunications Officer, USAREUR MWR Division, ODCSPER.

**3. APPLICABILITY: This MOA applies to:**

a. All USAREUR installations..

b. AAFES and its concessionaires.

**4. SCOPE/CONCEPT OF OPERATION: This agreement applies to the operation of telecommunications services or sale of such services by AAFES concessionaires. All telecommunications services provided under concession contract, now or in the future, are included in this MOA. Calling cards are not to be confused with prepaid cards commonly marketed as retail items. AAFES-E will provide all services deemed necessary by USAREUR and AAFES-E.**

5. **EXCLUSIVITY:** AAFES or its concessionaires have the exclusive right to market unofficial telecommunications services on Army installations in Europe. Commanders may not enter into any contract or agreement that will circumvent that right. Individual customers, whether living on or off post, however, are free to obtain their telecommunications services and products from other off post sources. This is not intended to prohibit advertisements for unofficial telecommunications services in authorized publications distributed or sold on military installations.

6. **USAREUR RESPONSIBILITIES:** Coordinate with USAREUR and AAFES-E all future requirements and policy changes and advise on any matters that may impact this MOA.

7. **AAFES-E FINANCIAL RESPONSIBILITIES:**

a. Pay to USAREUR on a monthly basis, 80% of the actual gross income to AAFES of the telecommunications services listed in paragraph 4 above. If, actual income for Call CONUS service cannot be determined by location, the percentage breakout by Army and Air Force in Europe will be as mutually agreed between USAREUR and AAFES-E based on the number of phones. The payments under this agreement are considered a local dividend distribution. Payments will be made to the Manager, CMWRF on or about the 30th of the calendar month following the month in which AAFES receives the income. The remaining 20% of gross income will be distributed in accordance with the normal AAFES dividend distribution policy.

b AAFES will provide USAREUR a monthly report detailing the dividends earned by installation for various telecommunications services.

8. **EFFECTIVE PERIOD/CHANGES:** The provision of the MOA will commence on the date of mutual acceptance as indicated by the latest signature, date contained in the MOA and continue until superseded, modified or terminated, in whole or in part, effective upon 45 days written notice by either party.

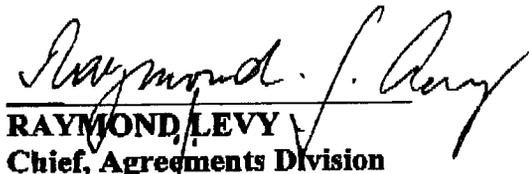
**FOR THE ARMY AND AIR FORCE EXCHANGE SERVICE, EUROPE**



**JOHN B. SMITH**  
Colonel, U.S. Army  
Commander, AAFES Europe

DATE 12 Jun 00

**FOR THE U.S. ARMY, EUROPE/7A**



**RAYMOND LEVY**  
Chief, Agreements Division

DATE 23 JUN 2000