

Updating Army Regulation 550-51¹ to Meet the Needs of the Army's Evolving Mission

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This article represents an expansion of the 2005 article, "Bringing International Agreements Out of the Shadows: Confronting the Challenges of a Changing Force," printed in *The Army Lawyer*.³ The 2005 article discussed several proposed changes to Army Regulation (AR) 550-51, which prescribes the Army policy, responsibilities, and procedures for the negotiation, conclusion, forwarding, and depositing of international agreements.⁴ Between 2005 and 2007, additional changes have been incorporated into AR 550-51, which is now undergoing the process of publication.⁵ This revised AR 550-51 calls for significant involvement of the Judge Advocate General's (JAG) Corps in the Army's International Agreement Process, and due to the extent of this involvement these revisions are of importance to each and every Army JAG officer.

The revised AR 550-51 is intended to implement Department of Defense Directive (DOD Dir.) 5530.3,⁶ which in turn implements the applicable State Department guidance on the negotiation and execution of international agreements. In addition, the revision incorporates the Case-Zablocki Act (Case Act),⁷ which requires the reporting of executive agreements to Congress. Practitioners in this area must be familiar with all of these sources of law.

The regulation was revised to take into account the needs of today's Army, while still ensuring that all agreements are made under the proper authority and by following the correct procedures. To accomplish these goals, five major revisions have been made to AR 550-51. The regulation now: (1) differentiates "International Agreements" from "Other International Arrangements" to more precisely clarify which agreements require coordination with, and approval from, higher authorities in the Department of the Army (DA) and the DOD; (2) provides detailed guidance on exactly when lawyers must become involved in the process of negotiation and conclusion of international agreements and international arrangements (called the "Agreement Process" in the regulation), and what the lawyer's role is once involved; (3) provides greater detail about the requirement for proponents of any proposed international agreement to identify specific substantive authority for each new obligation to be undertaken in the agreement;⁸ (4) creates safeguards to ensure that all international agreements are made within the constraints set forth by DOD Dir. 5530.3 and Joint Chief of Staff Instruction (CJCSI) 2300.01C;⁹ and (5) takes into account joint and inter-agency issues that were previously not explicitly considered in the former version of AR 550-51.

¹ U.S. DEP'T OF ARMY, REG. 550-51, INTERNATIONAL AGREEMENTS AND OTHER INTERNATIONAL ARRANGEMENTS (forthcoming Fall 2007) [hereinafter AR 550-51].

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³ Geoffrey Corn & Colonel James A. Schoettler, Jr., *Bringing International Agreements Out of the Shadows: Confronting the Challenges of a Changing Force*, ARMY LAW., July 2005, at 41.

⁴ U.S. DEP'T OF ARMY, REG. 550-51, INTERNATIONAL AGREEMENTS para. 1 (15 Apr. 1998) [hereinafter 1998 AR 550-51].

⁵ Note that language quoted in the 2005 article as being proposed for the new regulation has, in some cases, been revised or superseded since the 2005 article appeared.

⁶ U.S. DEP'T OF DEFENSE, DIR. 5530.3, INTERNATIONAL AGREEMENTS (11 June 1987) [hereinafter DOD DIR. 5530.3].

⁷ Case-Zablocki Act, 1 U.S.C. § 112b (2000).

⁸ As is true of the 1998 AR 550-51, the revised AR 550-51 expressly states that it only provides the procedural authority to negotiate and conclude agreements, and that the substantive authority must be found elsewhere. However, this point has been often overlooked. Accordingly, the revised AR 550-51 includes greater detail on this requirement, making it a specific issue to be addressed in the required legal review at the beginning of the Agreement Process.

⁹ JOINT CHIEF OF STAFF, JOINT PUB. 2300.01C, INTERNATIONAL AGREEMENTS (15 Mar. 2007) [hereinafter CJCSI 2300.01C].

Section I. Other International Arrangements

The nature of today's military operations frequently requires Army commanders to reach understandings with foreign counterparts regarding the implementation of their respective duties.¹⁰ Where such arrangements do not involve new commitments on the part of the Army or the United States, but rather implement existing commitments, it makes little sense to require a commander to go through several levels of approval, including Headquarters, DA (HQDA), before such simple, yet essential, agreements can be completed. At the same time, HQDA, and the United States have a significant amount of interest in any agreement individual commanders may make with foreign entities, even at the local level, where such agreements involve new commitments of funds or new obligations on the part of the United States. In order to differentiate between immaterial local arrangements from commitments that could implicate broader Army and U.S. interests, the concept of an "Other International Arrangement" has been incorporated into the revised AR 550-51. An Other International Arrangement is defined as:

Any instrument or arrangement concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions), or with an international organization that:

- (a) By its express terms, does not create any legal obligations on the part of the United States, such as arrangements and training plans, to include technical and operational annexes thereto, which are not intended, nor have the effect, of creating any international legal obligations between the United States and another state or international organization;
- (b) Is not considered an International Agreement under the provisions of 22 C.F.R. pt 181; and
- (c) Does not otherwise meet the definition of an International Agreement under this regulation.

Other International Arrangements include "[a]greements solely to establish administrative procedures," as defined in paragraph E2.1.1.3.6, of DOD Dir. 5530.3, that simply set out procedures for the exercise of U.S. rights, and the performance of U.S. obligations, under an existing International Agreement without expanding, modifying or constraining those rights or obligations.¹¹

The concept of Other International Arrangements has been introduced into the revised AR 550-51 to clarify that commanders may make arrangements within the scope of existing U.S. commitments without having to expend the time and resources required for the negotiation and conclusion of International Agreements.¹² However, in order to ensure that the concept is not (intentionally or inadvertently) misapplied in the field, the revised AR 550-51 also limits the scope of agreements and understandings that can be considered as Other International Arrangements.¹³ Before any commander may conclude that a proposed agreement qualifies as an Other International Arrangement, the proposed agreement must be submitted for legal review.¹⁴ This review must occur before negotiations may commence and before a draft agreement may be given to a foreign counterpart.¹⁵ By requiring a legal review at this preliminary stage, the revised AR 550-51 ensures that the distinction between Other International Arrangements and International Agreements is properly observed, while at the same time affording commanders an early indication of what steps will be required for their proposed agreement to meet the requirements of the regulation.

¹⁰ For example, where the United States has negotiated mutual support arrangements with a country in which U.S. Army units are stationed, a local installation commander might wish to agree with the local fire department on the procedures by which the installation and the local fire department might cooperate in the event of a fire on the installation.

¹¹ AR 550-51, *supra* note 1, app. A, terms, para. 6.

¹² The terms "Negotiation" and "Conclusion" are each defined in the revised AR 550-51. *Id.* app. A, terms, paras. 3 & 5.

¹³ For example, AR 550-51, paras. 4a(6) (any agreement which involves unprogrammed costs or U.S. fiscal implications *must* be an International Agreement), 4a(8) (any agreement which involves changes in U.S. logistic support *must* be an International Agreement), 4a(11) (any agreement which may potentially impact plans and programs of a combatant command *must* be an International Agreement), 4a(12) (any agreement which may potentially impact the development or procurement of weapons systems within NATO *must* be an International Agreement), and 4a(13) (any agreement which may involve the release of classified information *must* be an International Agreement). *Id.* paras. 4a(6), 4a(8), 4a(11), 4a(12), 4a(13) (emphasis added).

¹⁴ *Id.* para. 4a(2)(e); *see infra* sec. II.

¹⁵ *Id.*

The balance of this article focuses primarily upon the requirements applicable for the negotiation and conclusion of International Agreements. However, practitioners should be aware that many of these requirements, including legal reviews and record-keeping requirements, remain applicable to Other International Arrangements under the terms of the revised AR 550-51, although these requirements may be met within the command. The revised AR 550-51 should be read carefully to identify where requirements apply to Other International Agreements.

Section II. The Lawyer's Role

The process of negotiating and concluding International Agreements and Other International Arrangements can be very complicated, and may implicate issues of interest to various agencies within the executive branch. To ensure that these issues are appropriately addressed, it is imperative to have legal counsel involved at an early stage to identify applicable legal authorities, appropriately characterize the proposed agreement (i.e., is it an "International Agreement" or an "Other International Arrangement"), and to determine the specific agencies within the DA and the DOD with whom the proponent will need to coordinate during the Agreement Process. The revised AR 550-51 includes greater detail on the role of the lawyer in the Agreement Process, including required legal review at several stages. These stages are: (1) prior to the initiation of the Agreement Process, (2) prior to entering negotiations, (3) before any proposed language may be tendered to a foreign counterpart, and (4) before concluding the Agreement Process.¹⁶ Further, DA field agencies, Army Commands (ACOMs), Army Service Component Commands (ASCC) and Direct Reporting Units (DRU) may request advisory opinions from the U.S. Army, Office of the Judge Advocate General (DAJA-IO) regarding their authority to initiate the Agreement Process, or to conduct an activity related thereto.¹⁷

Under the revised AR 550-51, commanders must obtain concurrence from their servicing legal office before initiating the Agreement Process.¹⁸ The former AR 550-51 only required such concurrence prior to initialing the agreement.¹⁹ By having the servicing legal office involved prior to the initiation of the Agreement Process, the Regulation ensures that time and resources are not expended on agreements for which the commander requires additional legal authority to negotiate or conclude.

As with prior versions of the regulation, the revised AR 550-51 further delegates authority granted to the Secretary of the Army to negotiate and conclude certain agreements. In any Agreement Process based on this redelegation of authority, the party to whom the authority has been delegated must ensure, in consultation with legal counsel, that it has both the substantive and procedural authority to perform the U.S. obligations that will be assumed under the proposed agreement.²⁰

The redelegation of authority to negotiate and conclude an International Agreement is set forth in paragraph 5 of the revised AR 550-51;²¹ however, primarily as the result of restrictions dictated by DOD Dir. 5530.3, specific limitations are imposed on this redelegated authority.²² For example, paragraph 6a(1) of AR 550-51²³ specifically withholds authority to negotiate and conclude International Agreements having "policy significance" and as required by DOD Dir. 5530.3.²⁴ If a party wants to initiate the Agreement Process for an International Agreement which is limited by paragraph 6 of the revised AR 550-51, the party must first submit a request to HQDA (DAJA-IO), who will forward the request through the Army General Counsel (SAGC) to the office in the DOD or the DOD agency having approval authority for the proposed agreement.

¹⁶ AR 550-51, *supra* note 1, app. A, terms, para. 6.

¹⁷ *Id.* para. 4c(1).

¹⁸ *Id.* para. 4a(5).

¹⁹ 1998 AR 550-51, *supra* note 4, para. 4a(7).

²⁰ AR 550-51, *supra* note 1, para. 5b(5).

²¹ *Id.* para. 5.

²² *Id.*

²³ AR 550-51, *supra* note 1, para. 6a(1).

²⁴ DOD DIR. 5530.3, *supra* note 6, para 8-4.

The SAGC will then coordinate the request with the appropriate offices within DA.²⁵ Such a request must include a legal memorandum stating the substantive and procedural authorities the command is relying upon, as well as other relevant legal considerations.²⁶ By requiring the command to submit such a request through DAJA-IO to DA and the DOD, the revised AR 550-51 ensures not only that the agreements of greatest sensitivity receive appropriate policy and technical review, but also that such agreements will get at least two levels of legal review. The first level of review occurs at the servicing legal office during the preparation of the legal memorandum, and the second level of review occurs at DAJA-IO prior to forwarding the request to SAGC.²⁷

If the request is approved by the proper authority, the Agreement Process may continue; however, SAGC may designate a legal advisor to serve on the negotiation team.²⁸ This provision allows for the Agreement Process to move forward, while also working to ensure the command does not overstep its approved authority (which could be to the detriment of the Army and the United States).

As noted above, heads of DA Staff agencies, and commanders of ACOMs, ASCCs and DRUs must obtain a written opinion from their servicing legal office prior to commencing negotiations.²⁹ This legal review must be obtained regardless of whether paragraph 6 of the revised AR 550-51 applies to a proposed agreement. This opinion must, at a minimum, address four issues: (1) is the proposed agreement an International Agreement or an Other International Arrangement (as those terms are defined in AR 550-51); (2) does the proponent of the agreement have the proper procedural and substantive authority to continue the Agreement Process; (3) is there an adequate legal and factual basis for the proponent's position regarding whether or not the proposed agreement involves a Predominately DA Matter³⁰ or is Policy Significant (as defined in the regulation);³¹ and (4) what intra-agency, and, if applicable, inter-agency, coordination is required?³² By requiring this legal opinion prior to the start of negotiations, the commander will be able to determine upfront whether he or she has the authority to negotiate such an agreement as well as what procedural steps must be taken in connection with negotiation and conclusion of such an agreement.

The revised AR 550-51 requires the command to request its servicing legal office to detail a qualified attorney to the negotiations once they commence.³³ All proposed commitments, draft agreements, and changes to any draft must be submitted to the legal office for review, regardless of whether such an attorney is present during the negotiations.³⁴ The legal review must be completed before the proposed commitment, draft, or change may be tendered to a foreign counterpart. The legal review shall, at a minimum, cover the same four issues as the opinion obtained prior to the commencement of negotiations.³⁵ Although, this legal review may be very similar to the one obtained prior to negotiation, the requirement to obtain additional review during the Agreement Process is essential to ensure the draft language of an agreement does not overstep the authority granted to the command as the negotiations proceed.

²⁵ AR 550-51, *supra* note 1, para. 6b.

²⁶ *Id.* para. 6b(1)(b).

²⁷ *Id.* paras. 4a, 4c.

²⁸ *Id.* para. 6d.

²⁹ *Id.* para. 4a(5).

³⁰ The concept of "Predominantly DA Matter" is discussed, *infra*, in Section V.

³¹ AR 550-51, *supra* note 1, app. A, terms, para. 7.

³² *Id.* para. 4a(2).

³³ *Id.* para. 4a(3).

³⁴ *Id.* para. 4a(4).

³⁵ *Id.* para. 4a(2) (1). As a practical matter, it may make more sense to include legal counsel in the negotiation so as to avoid the need to defer negotiations at intervals in order to refer back to counsel to secure legal opinions.

Finally, the proponent of the agreement must receive the concurrence of the servicing legal office prior to concluding the Agreement Process.³⁶ This final review allows the legal office to look over the entire agreement one last time and to ensure all required approvals and coordinations were secured, as well as ensure that all legal requirements were met.

Section III. Procedural Authority

As in prior versions of the regulation, the revised AR 550-51 expressly limits the procedural authority to negotiating and concluding International Agreements and Other International Arrangements. In earlier versions, the regulation indicated that substantive authority must be derived from another source.³⁷ These earlier versions also required that those delegated authority to negotiate and conclude an international agreement “must determine, in each case, in consultation with their legal counsel, whether they have substantive responsibility for a particular agreement.”³⁸ In practice, the reference to “substantive responsibility” did not provide sufficient guidance for users of the regulation to understand what was required. The revised AR 550-51 not only clearly restricts the procedural authority for negotiating and concluding agreements, but it also unambiguously states that the substantive authority for each proposed U.S. obligation in the international agreement must be found in another source of law:

This Regulation is of a procedural nature only (meaning that it only indicates who may Negotiate an International Agreement and how such agreements are Negotiated) and does not constitute substantive legal authority to Negotiate or Conclude any International Agreement. Substantive legal authority for each obligation proposed to be assumed by the United States in any International Agreement must be found in other law or regulation applicable to the relevant subject matter.³⁹

Further, the revised AR 550-51 also defines both procedural and substantive authority in order to ensure the clarity of their meanings. Procedural authority is defined as:

The delegated authority for the proposed Negotiating organization to Negotiate an International Agreement, and the delegated authority for the proposed signer to execute the International Agreement on behalf of the Army. These are separate authorities and each must be identified prior to Negotiation of an International Agreement. Typically, both authorities are granted in this regulation, but it is possible that SA may grant an organization authority to Negotiate a particular agreement, but withhold signing authority until HQDA reviews the final draft.⁴⁰

As the name implies, procedural authority is only the authority to negotiate and possibly sign an agreement. This authority is based on a specific delegation of authority from the Secretary of the Army that is set out in AR 550-51.⁴¹ On the other hand, substantive authority is the authority required to actually perform the obligations of the agreement. Substantive authority is defined as:

The authority of the Negotiating organization to perform the US obligations being agreed to in the International Agreement. This authority is separate from Procedural Authority. Both Substantive Authority and Procedural Authority must be identified before an International Agreement is Negotiated.⁴²

³⁶ *Id.* para. 4a(5).

³⁷ 1998 AR 550-51, *supra* note 4, para. 5c (“Substantive legal authority for each obligation proposed to be assumed by the United States in any international agreement must be found in the law applicable to the relevant subject matter.”).

³⁸ *Id.* para. 5b(4).

³⁹ *See* AR 550-51, *supra* note 1, para. 5b, 5c.

⁴⁰ *Id.* app. A, terms, para. 8.

⁴¹ *Id.* para.5.

⁴² *Id.* app. A, terms, para. 9.

By providing clear definitions of what constitutes procedural and substantive authority, and by explicitly requiring the proponent of an agreement to identify the source of their substantive authority (as opposed to “substantive responsibility,” as under previous AR 550-51), the revised regulation is less ambiguous than its predecessor on the issue of what legal authority is required to support the negotiation and execution of an International Agreement.

Section IV. Proper Restraints

Many International Agreements concluded by Army units and agencies are not controlled by AR 550-51, but rather by other regulations, directives, and laws. As such, the revised AR 550-51 identifies such agreements and the sources which must be relied upon when making them. For example, the revised AR 550-51 notes that the negotiation of Defense Research, Development, Test and Evaluation (RDT&E) Information Exchange Program (IEP) annexes are covered by DOD Instr. 2015.4.⁴³

Further, the Army’s ability to unilaterally enter into International Agreements is limited in scope by DOD Dir. 5530.3 and, like former AR 550-51, the revised AR 550-51 is written to include all limitations imposed under this directive. In essence, the authority delegated to the Army under DOD Dir. 5530.3, and then redelegated under AR 550-51, is generally limited to the negotiation and conclusion of agreements that relate to “Predominantly DA Matters,” as discussed in Section V below. Additionally, in connection with the legal reviews discussed in Section II, the revised AR 550-51 requires the proponent of an International Agreement to obtain concurrence from their servicing legal office, certifying that the proposed agreement fully complies with DOD Dir. 5530.3, before the Agreement Process can be initiated or concluded.⁴⁴

Section V. Joint and Inter-Agency Issues

As noted above, the revised AR 550-51 expressly states that it is intended to provide guidance only for agreements and arrangements that deal with “Predominantly DA Matters.” However, the expeditionary and coalition nature of today’s military operations is leading to a decrease in the number of International Agreements or Other International Arrangements which fit exclusively under the Army’s purview. The revised AR 550-51 has been written to take into account emerging joint and inter-agency issues in two ways; first, by clarifying that agreements implicating Combatant and other Unified Commands fall under authorities other than AR 550-51,⁴⁵ and second, by creating an obligation for Army commanders and DA Staff agencies to consider the nature and extent of inter-agency coordination required before commencing negotiation, and before concluding agreements that implicate these interests.⁴⁶

⁴³ *Id.* para. 1(a). Paragraph 1 also lists: (a) “Contracts made under the Federal Acquisition Regulation (FAR)”; (b) “Foreign Military Sales Credit Agreements”; (c) “Foreign Military Sales Letters of Offer and Acceptance and Letters of Intent”; (d) “Standardization Agreements” (e.g., STANAGs, ABCA Standards, ASCC Air Standards and NAVSTAGs) that (i) record the adoption of like or similar military equipment, ammunition, supplies, and stores or operational, logistic, and administrative procedures and (ii) do not provide for mutual support or cross-servicing of military equipment, ammunition, supplies, and stores or for mutual rendering of defense services, including training; (e) “Leases under 10 U.S.C. § 2667, 2675 and 22 U.S.C. § 2796”; (f) “Acquisitions or orders pursuant to cross-servicing agreements made under the authority of the North Atlantic Treaty Organization (NATO) Mutual Support Act (10 U.S.C. § 2341 and DODD 2010.9)” (note, however, that umbrella agreements, implementing arrangements, and cross-servicing agreements under the NATO Mutual Support Act do fall under the regulation); and (g) “International Agreements and Other International Arrangements Negotiated or Concluded by Army elements under express authority granted to that Army element by Unified Commands or Subordinate Unified Commands.” In the case of agreements and arrangements under item (g) in the preceding sentence, the procedures set forth in CJCSI 2300.01C, “International Agreements,” and in the applicable Combatant Command regulation or instruction apply. *See also id.* para. 4a(9) (“Acquisition-related International Agreements shall use the procedures set forth in DOD Instruction 5000.2, Enclosure 9, Section 4, and Defense Acquisition Guidebook, Chapter 11, Section 11.2.2.”); para. 6a(9) (“Military and industrial security agreements under the provisions of DOD Directive 5230.11, paragraph 6.1.”); and para. 6a(10) (“International Agreements relating to on-base financial institutions (for example, military banking facilities and credit unions) and international financial agreements requiring coordination with the Treasury Department under DOD 7000.14-R, Vol. 5.”).

⁴⁴ AR 550-51, *supra* note 1, para. 4a(5). The certification must also indicate that the proposed agreement complies with the Case Act to the extent Case Act compliance is possible at the time the certification is made. *Id.*

⁴⁵ *Id.* para. 1h (“International Agreements and Other International Arrangements Negotiated or Concluded by Army elements under express authority granted to that Army element by Unified Commands or Subordinate Unified Commands. In the case of such agreements and arrangements, the procedures set forth in CJCSI 2300.01C, “International Agreements,” and in the applicable Combatant Command regulation or instruction apply.”).

⁴⁶ For example, *id.* para. 4a(2)(d) (“Heads of DA staff agencies and the commanders of each ACOM, ASCC, and DRU shall secure a written opinion from their respective servicing legal office that addresses what inter-agency coordination is required prior to commencing negotiation of a proposed agreement or arrangement.”). *See also id.* para. 4a(2)(e) (“Heads of DA staff agencies and the commanders of each ACOM, ASCC, and DRU shall secure a written opinion from their respective servicing legal office that addresses what inter-agency coordination is required prior to Concluding a proposed agreement or

Agreements that do not address a “Predominantly DA Matter” fall outside the scope of AR 550-51. Thus, any International Agreement or Other International Arrangement affecting the Army and other military components, would likely be negotiated or concluded by Army elements under the express authority granted to that Army element by a Combatant or other Unified Command. Such procedures are governed and set forth in CJCSI 2300.01C.⁴⁷ By requiring Army elements to follow CJCSI 2300.01C in these situations, the negotiation and conclusion of agreements made under the authority of Combatant and other Unified Commands will follow a common procedure and the resulting agreements will also be filed in a common office of record.

As discussed in Section II, the revised AR 550-51 also requires that all Army commanders or DA agencies obtain a written opinion from their respective servicing legal office prior to the commencement of negotiations and prior to the conclusion of any agreement.⁴⁸ At both times, these opinions must address what inter-agency coordination is required. This requirement forces the proponent to consider what inter-agency coordination may be required both at the earliest stages in the Agreement Process, as well as just prior to the end of the Agreement Process. Further, the revised AR 550-51 expressly states that nothing in the regulation eliminates or replaces the interagency coordination or consultation requirements with respect to International Agreements established in 22 C.F.R. pt. 181.⁴⁹ This provision again stresses the importance of considering all applicable authorities in determining what type of interagency coordination will be required in order to negotiate and conclude an agreement.⁵⁰

Conclusion

The Army’s increased operational tempo, combined with its world-wide missions, made it necessary to revise AR 550-51 in order to update the Army policy, responsibilities, and procedures for the negotiation, conclusion, forwarding, and depositing of International Agreements and Other International Arrangements. This revision places a heavier emphasis on the role of civilian and military JAG personnel in ensuring that agreements and arrangements are made under the proper authority, following the proper procedures, while at the same time working to fulfill the needs of the Army and protecting the interests of the United States. As judge advocates will play such a vital role in this process, it is important that all JAG personnel be aware of the revisions to AR 550-51, so they are able to better fulfill their required roles in the Agreement Process.

arrangement.”); *see also id.* para. 5c (“This Regulation does not eliminate or replace interagency coordination or consultation requirements with respect to International Agreements established in 22 CFR pt. 181.”).

⁴⁷ CJCSI 2300.01C, *supra* note 9.

⁴⁸ AR 550-51, *supra* note 1, para. 4a.

⁴⁹ *Id.* para. 5c. For example, 22 C.F.R. § 181.4(e) (2007) (“If a proposed agreement embodies a commitment to furnish funds, goods, or services that are beyond or in addition to those authorized in an approved budget, the agency proposing the agreement shall state what arrangements have been planned or carried out concerning consultation with the Office of Management and Budget for such commitment.”). *See also* 22 C.F.R. § 181.4(f) (“Consultation may encompass a specific class of agreements rather than a particular agreement where a series of agreements of the same general type is contemplated; that is, where a number of agreements are to be negotiated according to a more or less standard formula, such as, for example, Pub. L. 480 Agricultural Commodities Agreements. Any agency wishing to conclude a particular agreement within a specific class of agreements about which consultations have previously been held pursuant to this section shall transmit a draft text of the proposed agreement to the Office of the Legal Adviser as early as possible.”); *see also* 22 C.F.R. §. 181.4(g) (“The consultation requirement shall be deemed to be satisfied with respect to proposed international agreements of the United States about which the Secretary of State (or his designee) has been consulted in his capacity as a member of an interagency committee or council established for the purpose of approving such proposed agreements.”).

⁵⁰ AR 550-51, *supra* note 1, para. 5c. This paragraph also “does not eliminate or replace intra-agency coordination requirements with respect to International Agreements established in chapter 1, AR 11-31, DOD Dir. 5530.3, or other applicable DOD or Army guidance, such as DOD Instruction 5000.2, AR 70-41 or AR 70-57.” *Id.*