

## Figure JUMPSTART.F1. Funding Arrangement

**FUNDING ARRANGEMENT  
BETWEEN  
THE DEPARTMENT OF WAR (FORMALLY REFERRED TO AS “DEPARTMENT OF DEFENSE  
(DOD)”)  
OF THE UNITED STATES OF AMERICA  
AND  
[DONATING FOREIGN GOVERNMENT OR INTERNATIONAL ORGANIZATION (PARTNER)]  
CONCERNING  
AID TO UKRAINE**

The Department of War of the United States of America (U.S. DoW) and [Donating Partner], hereinafter referred to as the “Participants;”

Having a common interest in a strong and united North Atlantic Treaty Organization (NATO) Alliance;

Standing united to further strengthen and sustain support to Ukraine;

Have reached the following understanding:

### **1. DEFINITIONS**

For the purpose of this Funding Arrangement:

"Assistance" means the provision to the Armed Forces of Ukraine of defense articles and/or defense services, as those terms are defined in section 47 of the Arms Export Control Act ([22 U.S.C. 2794](#)), as amended.

### **2. OBJECTIVE**

The objective of this Funding Arrangement is to establish a framework between the Participants to facilitate funding by the [Donating Partner] of Assistance to the Armed Forces of Ukraine to achieve the [Donating Partner’s] commitment to support Ukraine in its defense against invasion by Russia.

### 3. NATURE OF ACTIVITIES

- a) The U.S. DoW and [Donating Partner] intend to facilitate the provision of Assistance to the Armed Forces of Ukraine by carrying out the activities set forth in Annex A - Statement of Activities of this Funding Arrangement (“Annex A”).
- b) The Participants understand that the provision of Assistance contemplated by this Funding Arrangement will be accomplished using U.S. Foreign Military Sales (FMS) procedures, pursuant to the AECA as amended, including Letters of Offer and Acceptance (LOAs) to which only the Armed Forces of Ukraine and the U.S. DoW will be parties.
- c) The Participants will endeavor to complete a “Direction to U.S. DoW and Funding Amount” document, using the template found at Annex B, in anticipation of each LOA for Assistance to the Armed Forces of Ukraine (referred to hereafter as a Joint Ukraine Multinational Program - Services, Training and Articles Rapid Timeline (JUMPSTART) FMS case) to be funded by [Donating Partner].
- d) The [Donating Partner] will not be a party to JUMPSTART FMS cases with the Armed Forces of Ukraine that are funded by the [Donating Partner] nor to any related U.S. DoW contracts in support of Armed Forces of Ukraine JUMPSTART FMS cases. Further, the Participants understand that the [Donating Partner] does not intend to take title of any defense articles or defense services transferred under such JUMPSTART FMS cases.

### 4. FINANCIAL ARRANGEMENTS

- a) The Participants understand that:
  - i. For activities performed by the U.S. DoW under this Funding Arrangement, the [Donating Partner] intends to provide funds directly to the U.S. DoW to be managed and held by or under the direction of the U.S. DoW;
  - ii. [Donating Partner] will endeavor to articulate the amount of funding it intends to contribute for the provision of Assistance by completing an Annex B document for each JUMPSTART FMS case;
  - iii. In the event funding amounts provided by [Donating Partner] are insufficient for the U.S. DoW to complete Assistance under a given JUMPSTART FMS case or cases, the U.S. DoW intends to consult with [Donating Partner] to determine whether [Donating Partner] intends to supply additional funds to cover the shortfall. Notwithstanding the provisions of this Funding Arrangement, or the initial source of funding for any Assistance provided pursuant to it, the Armed Forces of Ukraine are responsible for the full costs of JUMPSTART FMS cases to which they are a party, consistent with the terms, conditions, and notes of the LOAs;
  - iv. Funds provided by [Donating Partner] under this Funding Arrangement will remain in the U.S. DoW controlled account as [Donating Partner] funds, until such time as they are committed to an Armed Forces of Ukraine JUMPSTART case or transferred to the U.S. DoW managed trust fund account for FMS cases with the Government of Ukraine, after which the Participants understand that the funds become funds of

- the Government of Ukraine and [Donating Partner] no longer retains the ability to reclaim or exert control over them;
- v. The Participants expect that all funds provided by [Donating Partner] to U.S. DoW to provide Assistance will be applied to one or more JUMPSTART FMS cases with the Armed Forces of Ukraine. [Donating Partner] may request U.S. DoW transfer any unused funds into [Donating Partner's] FMS trust fund account at any time prior to the funds being committed to a specific JUMPSTART FMS case. The Participants understand that after [Donating Partner]-provided funding is committed to a JUMPSTART FMS case, the funds are treated as funds of the Armed Forces of Ukraine, and any residual funds at the closure of a specific JUMPSTART FMS case will be returned to a U.S. Trust Fund account controlled by the U.S. DoW. Additionally, any residual funds remaining on a JUMPSTART FMS case will be used at the discretion of the U.S. DoW and Ukraine. Any usage of these funds will remain within the scope of this signed JUMPSTART Funding Arrangement, Annex A, and Annex B.
  - vi. The Participants may modify completed Annex B documents for modifications or amendments to relevant JUMPSTART FMS cases. Additionally, Annex B documents may be modified if U.S. DoW FMS contracts warrant funding changes.
- b) [Donating Partner] will provide funds in U.S. Dollar currency, by way of electronic transfer, through one or more payments into a dedicated account established by the U.S. DoW for:
- i. U.S. DoW's administrative functions and disbursements in carrying out its activities under this Funding Arrangement and any related JUMPSTART FMS cases for Assistance; and
  - ii. the cost of Assistance provided by the U.S. DoW to carry out its activities under this Funding Arrangement, whether fulfilled through existing DoW stock or procurement.
  - iii. Notwithstanding the foregoing, [Donating Partner] understands the terms of sale for U.S. DoW JUMPSTART FMS cases for Assistance to the Armed Forces of Ukraine will be "cash with acceptance" and thus [Donating Partner] intends to issue funds to U.S. DoW in advance of the fulfillment of U.S. DoW's activities under this Funding Arrangement.
- c) The U.S. DoW intends to provide [Donating Partner] an e-mailed confirmation of receipt of [Donating Partner's] deposit in writing within three business days of receipt.

**5. POINTS OF CONTACT**

The Participants designate the following as their points of contact for the purposes of this Funding Arrangement:

<b>FOR U.S. DoW:</b>	<b>FOR: [Donating Partner]</b>
_____ First and Last Name	_____ First and Last Name
_____ Title	_____ Title
_____ Agency	_____ Agency
_____ Official Office Address	_____ Official Office Address
_____ E-mail	_____ E-mail

**6. DIFFERENCES IN INTERPRETATION AND APPLICATION**

The Participants intend to resolve any disagreements arising between the Participants, under or relating to this Funding Arrangement, only through mutual consultations and not to refer any such disputes to an individual, national or international tribunal, or any other forum or third party for settlement.

**7. STATUS**

The Participants understand that:

- a) This Funding Arrangement does not impose, nor is it intended to impose, any legal commitments on the Participants;
- b) This Funding Arrangement is not a procurement instrument and does not contemplate the U.S. DoW purchasing defense articles on [Donating Partner’s] behalf.

**8. FINAL DISPOSITIONS**

- a) The Participants may change this Funding Arrangement upon their mutual written consent.

- b) A Participant should endeavor to provide advance notice of its intent to discontinue the Funding Arrangement through written notice to the other Participant. In the event of discontinuation, the U.S. intends to disburse any unobligated funds of [Donating Partner's] remaining in the U.S. DoW-controlled account to [Donating Partner's] FMS account. Funds that have been committed toward execution of JUMPSTART FMS cases may not be returned to [Benefitting Partner].
- c) This Funding Arrangement is subject to the availability of funds provided by [Donating Partner].

**9. SIGNATURES**

**Signed digitally by U.S. the DoW representative, and by the [Donating Partner] representative, on [Date]**

For the U.S. DoW:

For [Donating Partner]:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Chief Operating Officer and Chief Financial Officer  
Defense Security Cooperation Agency  
U.S. Department of Defense

\_\_\_\_\_  
Title

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Title