The [Lead Nation] has the honor to refer to the provisions of United States law that require [Lead Nation] to provide to the Government of the United States of America (USG) end-use, retransfer and security assurances before the USG may consent to a request to retransfer to it defense articles provided through FMS Case XX-X-XXX by the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX.

In accordance with the foregoing, the [Lead Nation] hereby gives its assurances:

(A) That [Lead Nation] shall not, unless the prior written consent of the USG has been first obtained:

(I) Permit any use of defense articles provided on FMS Case XX-X-XXX, including related data and information, by anyone not an officer, employee, or agent of [Lead Nation]; and

(II) Transfer or permit any officer, employee, or agent of [Lead Nation] to transfer such commodity, including related data and information, by gift, sale, or otherwise to anyone other than the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX.

(III) That for any subsequent retransfer to the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX, to seek advance consent from the U.S Department of State prior to any retransfer for which the original acquisition value of the articles being retransferred is $25M or more of Major Defense Equipment (MDE) or $100M or more in total value or for retransfers to [Lead Nation] of $14M of MDE or $50M in total value.

(IV) For retransfers below these thresholds, advance consent is not required. In each case, [Lead Nation] will report any such retransfers by email to PM_RSAT-TPT@state.gov in a quarterly report to the U.S. Department of State by the 15th of each month following the end of each quarter in which a retransfer has occurred.

(B) That [Lead Nation] will maintain the security of such commodity while in its possession, including related data and information, and will provide substantially the same degree of security protection afforded by the USG.

(C) That, unless prior written consent of the USG has first been obtained, [Lead Nation] will use such commodity, including related data and information, solely for internal security, for legitimate self-defense, for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons, to permit the [Lead Nation] to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit [Lead Nation] to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security.
For and on behalf of the [Lead Nation],

____________________________________  ______________________________________
Signature                                      Date

____________________________________
Typed Name and Title

____________________________________
Agency