

## Figure C5.F21. Principal's Letter Assigning an Agent

DEFENSE SECURITY COOPERATION AGENCY (DSCA)

[IMPLEMENTING AGENCY]

FROM:

[COUNTRY MINISTRY OF DEFENCE]

SUBJECT:

Notification of Agency – [North Atlantic Treaty Organization Support and Procurement Agency or Organisation Conjointe de Coopération en matière d'Armement]

1. The Government of [COUNTRY], through its [MINISTRY OF DEFENCE] hereby informs the United States DoD, through the Defense Security Cooperation Agency (DSCA), that the Government of [COUNTRY] has agreed with [the North Atlantic Treaty Organization (NATO) Support and Procurement Agency (NSPA), an executive body of the NATO or the Organisation Conjointe de Coopération en matière d'Armement (OCCAR), that [NSPA or OCCAR] will act as the express agent and sole representative of the Government of [COUNTRY] on all matters involving any Foreign Military Sales (FMS) case and any associated Letter of Offer and Acceptance (LOA) created in direct response to [NSPA or OCCAR's] [DATED] Letter of Request (LOR).
2. The Government of [COUNTRY] (herein referred to as "Principal") confirms its intent to be bound through the agreement establishing [NSPA or OCCAR] (herein referred to as "Agent") as its Agent, by all terms and conditions entered into by the Agent on behalf of the Principal, and by all acts and omissions of the Agent, on matters relating to the LOA, including, but not limited to: executing the LOA and all amendments and modifications to the LOA as the agent of the Principal; and agreeing to all terms and conditions of the LOA, including payment, liability, and indemnification terms, all reporting requirements, and all terms concerning the use, protection, access and transfer of defense articles and services transferred pursuant to the LOA.
3. The Principal confirms that no terms in its Agency Agreement with the Agent interfere with or hinder the obligations or commitments of the Principal towards the United States, as specified in the LOA.
4. The Principal confirms its intent to immediately inform the United States, through DSCA, of any change in its agency relationship with the Agent, including, but not limited to, the expiration of its agency agreement with the Agent. The Agent confirms its intent to provide, through DSCA, advance notice to the United States of any such changes, and acknowledges that it shall bear any cost associated with a change to any LOA that results or arises from a change in its agency relationship with the Agent.

5. The Principal confirms that under its agreement with the Agent neither the Agent nor the Principal may assign any rights or delegate any duties relating to the LOA, without the express written consent of the other party and the United States.
6. The Principal confirms that the United States may communicate with the Principal at any time regarding the LOA but that the Principal prefers that the United States initially communicate with the Agent on matters relating to the LOA.
7. The Principal anticipates that [NSPA or OCCAR] will act through the LOA when providing defense articles or services to the Principal for maintenance or support of FMS-origin defense articles, whenever and wherever feasible.
8. The Principal confirms that [NSPA or OCCAR] acknowledges and agrees that the LOA will identify the Government of [COUNTRY] as the Principal and [NSPA or OCCAR] as its Agent, in accordance with the agency relationship agreed upon between them, and acknowledges and agrees that the LOA will identify the Government of [COUNTRY] as liable for all commitments and obligations associated with the LOA.

Government of [COUNTRY]

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Signature

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Date

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The Government of [COUNTRY]