

DSCA 00-06
**LOA Note Regarding Authorized Release and Transfer of Global
Positioning System (GPS/PPS) Equipment**
22 May 2000

In reply refer to:
I-00/005896-PMD

Memorandum For Deputy Under Secretary of the Army (International Affairs)
Department of the Army
Director, Navy International Programs Office
Department of the Navy
Deputy Under Secretary of the Air Force (International Affairs)
Department of the Air Force
Director, National Security Agency

Subject: LOA Note Regarding Authorized Release and Transfer of Global Positioning System (GPS/PPS) Equipment (DSCA 00-06)

References:

(a) *Department of Defense Global Positioning System (GPS) Security Policy*, March 29, 1999

(b) DSCA Memorandum, 30 Jun 97, "*Policy on Release and Transfer of GPS/PPS Equipment*"

Section 7 of reference (a) identifies Allied and friendly nations granted GPS PPS access and divides the nations into four groups: Groups A, B, C, and D.

a. Specific GPS PPS authorizations for Groups A, B, and C are delineated in a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) between the US DoD and the applicable foreign ministries of defense.

b. Group D countries are non-NATO nations that have been granted limited access to the GPS PPS. Reference (b) mandates that the Letter of Offer and Acceptance (LOA) take the place of the MOA/MOU for Group D Countries.

Reference (b) requires that the terms and conditions of GPS PPS equipment sales be included as Special Terms and Conditions in the LOA. However, current practice does not identify in the LOA whether the release and transfer of GPS PPS Equipment is being granted to an MOU holding nation (specified as nations A, B and C above) or a non-MOU holding nation (specified as nations D above). Without identifying this information in the LOA, the case reader can not identify the GPS PPS authorizations concerning use, procurement, manufacture, sale and maintenance of GPS PPS user equipment granted to the nation identified in the LOA.

To ensure that all GPS PPS authorities are clear, all future LOAs for GPS PPS equipment must include a new note. This guidance supercedes that provided in reference (b). LOAs for GPS PPS equipment will include the following notes:

SAMM 70105.L.13 -- GPS/PPS Note

- a. Format for LOA (or amendment) note for Country Groups A, B and C:

*Note: **Hardware Security.** IAW Department of Defense Global Positioning System (GPS) Security Policy dated March 29, 1999 the government of [name of customer] is a member of GPS Country Group [enter A, B, C] and is thereby authorized to purchase the GPS PPS equipment identified in this LOA.*

- b. Format for LOA (or amendment) note for Country Group D:

*Note: **Hardware Security.** IAW Department of Defense Global Positioning System (GPS) Security Policy dated March 29, 1999 the government of [name of customer] is a member of GPS Country Group D and the following security provisions apply:*

Special LOA Terms and Conditions for GPS PPS Host Application Equipment (HAE)

1. **Definition:** GPS PPS HAE are all applications of electronic products which implement or contain any of the GPS PPS security functions, i.e., selective availability (SA), anti-spoofing (A-S), and associated cryptography. GPS PPS HAE receive and process the PPS signals transmitted from the GPS satellites. GPS PPS HAE are categorized as standalone, embedded, and integrated. Standalone HAE are self-contained GPS receivers which are capable of being operated independently of other systems. Embedded HAE are GPS receiver modules or circuit card assemblies which are intended to be integrated into other systems. Integrated HAE are enclosed multi-functional or multi-sensor systems which contain embedded GPS receivers.
2. Purchaser is authorized to purchase GPS HAE that have a security design approved by the GPS Joint Program Office as “*Unclassified/Controlled*” when keyed.
3. Purchaser shall not use or permit the use of any GPS PPS HAE or related technical data, computer software, or components thereof, in any complete rocket system (including ballistic missiles, space launch vehicles, and sounding rockets) and unmanned air vehicle system (including cruise missile systems, target drones and reconnaissance drones) capable of delivering a payload larger than 500 kg beyond a range of 300 km without the prior written consent of the United States Government.
4. The Purchaser is not authorized to perform maintenance on GPS PPS security devices (the PPS Security Module (PPS-SM), Auxiliary Output Chip (AOC), combined PPS-SM/AOC device, Selective Availability Anti-Spoofing Module (SAASM), or SAASM Code Block (SCB)), equipment subassemblies containing GPS PPS security devices, or related GPS PPS software. If a malfunction of a GPS PPS HAE is isolated to a subassembly containing a GPS PPS security device, the faulty subassembly shall be removed, replaced, and returned to the

US Government for repair. If any GPS PPS security device or any subassembly containing a GPS PPS Security device is no longer needed or wanted, it shall be returned to the US Government for destruction.

5. The Purchaser shall provide for the protection of GPS PPS security devices from unauthorized access, theft, tampering, or loss.

6. The Purchaser is responsible for accountability by quantity for GPS PPS HAE purchased pursuant to this LOA. The Purchaser shall account for the GPS PPS HAE by performing equipment inventories at least annually and whenever there is a change in personnel responsible for GPS PPS HAE. Any incident involving unauthorized access to, or tampering with, theft, or loss of, GPS PPS HAE shall be reported to the US GPS Joint Program Office.

7. If the Purchaser decides to discontinue use of GPS PPS equipment, this LOA shall terminate with respect to GPS PPS equipment and all GPS PPS security devices shall be returned to the US Government.

8. This LOA does not include provision for the transfer of GPS/PPS cryptographic hardware and software technology, design, or manufacturing information.

Guidance in this memorandum is effective immediately and will be included in the Defense Acquisition Deskbook version of the SAMM as Interim Change 13. If you have any questions regarding this matter, please feel free to contact Beth Baker (703) 604-6612/DSN 664-6612, e-mail: beth.baker@osd.pentagon.mil or Dawn Burke (703) 601-3718/DSN 664-4464, e-mail: dawn.burke@osd.pentagon.mil.

/Signed/
Michael S. Davison, Jr.
Lieutenant General, USA
Director

cc: NIMA
USASAC