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30 APR 2010

MEMORANDUM FOR THE DEPUTY ASSISTANT SECRETARY OF THE ARMY
FOR DEFENSE EXPORTS AND COOPERATION
DEPUTY ASSISTANT SECRETARY OF THE NAVY
FOR INTERNATIONAL PROGRAMS
DEPUTY UNDER SECRETARY OF THE AIR FORCE
FOR INTERNATIONAL AFFAIRS
DIRECTOR, DEFENSE CONTRACT MANAGEMENT
AGENCY
DIRECTOR, DEFENSE INFORMATION SYSTEMS
AGENCY
DIRECTOR, DEFENSE LOGISTICS AGENCY
DIRECTOR, DEFENSE THREAT REDUCTION AGENCY
DIRECTOR, NATIONAL GEOSPATIAL – INTELLIGENCE
AGENCY
DIRECTOR, DEFENSE LOGISTICS INFORMATION
SERVICE
DIRECTOR, DEFENSE REUTILIZATION AND
MARKETING SERVICE
DEPUTY DIRECTOR FOR INFORMATION ASSURANCE,
NATIONAL SECURITY AGENCY
DIRECTOR FOR SECURITY ASSISTANCE, DEFENSE
FINANCE AND ACCOUNTING SERVICE –
INDIANAPOLIS OPERATIONS

SUBJECT: Revised Air Intercept Missile-9X (AIM-9X) Note in Chapter 5, Table C5.T5.
of the Security Assistance Management Manual (SAMM), DSCA Policy 10-
33 [SAMM E-Change 164]

This memorandum updates Chapter 5, Table C5.T5., of the SAMM by revising the
note usage and text. The revision is necessary to clarify the physical security
requirements.

Effective immediately, Chapter 5 of the SAMM is updated as attached. This change will be included in the automated version of the SAMM found on the DSCA Web Page, www.dscamilitary.com, as SAMM E-Change 163. If you have questions regarding the terms of this note, please contact Mr. Chuck Handal, DSCA/PGM/BPC, at 703-601-3653 or email: shucri.handal@dscamilitary.com. For questions regarding the SAMM, please contact Mr. Mike Slack, DSCA/STR/POL, at 703-601-3842 or e-mail: michael.slack@dscamilitary.com. Implementing agencies should ensure dissemination to supporting activities.



Scott Schless
Principal Director
Strategy

Attachment:
As stated

cc:
STATE/PM-RSAT
AFRICOM
CENTCOM
EUCOM
JFCOM
NORTHCOM
PACOM
SOCOM
SOUTHCOM
TRANSCOM
USASAC
SATFA TRADOC
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NETSAFA
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SECURITY ASSISTANCE MANAGEMENT MANUAL (SAMM), E-CHANGE 163
Revised Air Intercept Missile-9X (AIM-9X) Note in Chapter 5, Table C5.T5.

Air Intercept Missile-9X (AIM-9X); Category III Missile

Note Usage

Mandatory for LOAs that include AIM-9X missiles, Guidance Unit (GU), Captive Air Training Missiles (CATM), and Special Air Training Missiles (NATM).

Mandatory for Amendments and Modifications that add AIM-9X missiles, GU, CATMs, and NATMs.

See Chapter 8, paragraph C8.3.7.

Note Text

1. The AIM-9X weapon system is accorded Category III protection as addressed in Department of Defense (DoD) 5100.76-M "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives," current version. AIM-9X subsection spares, specifically the Guidance Unit (GU) subsections for both the Tactical and Captive Air Training Missile (CATM), are accorded Category II storage protection with an intrusion detection system (IDS) or are continuously manned or under constant surveillance in such a manner that unauthorized entry into and around the storage structures can be detected. The Purchaser agrees to adhere to the security requirements as outlined in the following paragraphs and will ensure that these requirements are conveyed to any unit and/or personnel having custody of these items and to their higher headquarters.
2. The weapon system shall be stored in facilities that are at least equivalent in strength to United States Government (USG) requirements. USG representatives shall be allowed to verify security measures and procedures prior to the delivery of the weapon system. The Purchaser also agrees to perform inventory checks and allow USG inventory verifications.
 - a. Inventory and Accountability Documentation: Purchaser will have procedures in place that provide a continuous accounting of missile and/or GU receipt, transfer, storage, shipment, and/or destruction/demilitarization. The Purchaser agrees to inventory 100% of the missiles and/or GUs on this Letter of Offer and Acceptance (LOA) on the following schedule: 1) Unit (Squadron) Level, 100% quarterly count, and 2) Base Level, 100% semi-annual inventory by serial number. The USG will be permitted, at its discretion, to conduct an assessment of accountability measures and, if required, inventory 100% of all missiles and/or GUs transferred under this LOA. Inventory and accountability documentation maintained by the Purchaser shall be retained throughout the period of ownership and will be made available for review upon USG request. Purchaser will immediately notify the USG (through the Security Cooperation Organization (SCO) to the Defense Security Cooperation Agency (DSCA)) of any missile expenditures, compromises, or losses and provide necessary assistance if the USG desires to initiate recovery operations.
 - b. Storage of Hardware and Technical Data: Storage of missile hardware and technical data will meet U.S. standards for safeguarding the missile. The Purchaser will maintain strict accountability records on all classified information provided by the USG related to the missiles, including extracts and copies. These records will include documentary evidence of any weapon systems or subsections that are lost or destroyed. Such records shall, to the extent possible, be centralized.
3. The Purchaser will report immediately to the SCO or other appropriate USG representative any allegations, confirmed or unconfirmed, of missile hardware, technology or software released or compromised to unauthorized nationals, third country nationals, or a foreign government. The Purchaser will also report any allegation, report, or evidence of unauthorized attempts to collect

information on the missile program.

4. Organizational “O” and Intermediate “I” Level Maintenance: Military or civilian employees of the Purchaser will accomplish organizational and intermediate level maintenance, if authorized. Third-country nationals, industries, private entities or their representatives cannot perform maintenance functions unless approved in writing by the USG. Such access requires explicit Department of State (PM/RSAT) retransfer approval and appropriate end-use assurances. Upon approval by the USG, the Purchaser’s industry access to AIM-9X will be limited to oral and visual information necessary to integrate the AIM-9X on the Purchaser’s aircraft. A list of the Purchaser’s industry personnel authorized access to AIM-9X will be maintained by the Purchaser and a copy of such list will be provided to the USG, as required.
5. Depot Level Maintenance: Missiles or subsections that require depot level repair will be transported to designated depot level repair facilities in the United States under proper security procedures.
6. Site Survey: Prior to the delivery of the missiles, the USG will conduct an in-country site survey of the physical security measures at all facilities of the Purchaser designated for storage or maintenance of the weapon system. Specific physical security requirements shall be documented and agreed upon during the site visit and implemented prior to delivery of the missile system. This includes the missile and all specific peculiar support equipment.
 - a. The USG will provide to the Purchaser a security checklist that should be referenced during the site survey and throughout the life of the weapon system. The checklist is used to indicate that the integrity of security measures in place for weapon system maintenance and storage will ensure the same level of security protection as the USG.
 - b. The Implementing Agency (IA) shall certify that the Purchaser’s facilities meet physical security requirements and provide correspondence documenting that certification to the Purchaser. The IA will provide the Purchaser a pre-delivery physical security report that identifies deficiencies and corrective actions. Deficiencies identified during the site survey must be corrected prior to the IA authorizing missile shipment to or missile storage at a specific facility.
 - c. The Purchaser agrees to adhere to security requirements associated with the weapon system for the life cycle of the systems. The Purchaser agrees to allow USG verification of security arrangements for the protection of the weapon system on both a scheduled and unscheduled basis.
7. End-Use Monitoring: The Purchaser understands that this weapon system has been designated for Enhanced End-Use Monitoring. This will include, but not be limited to, a USG inventory of missiles and/or GUs listed in this offer by serial number (inventory checks may require the missile(s) to be shrouded from view), and a USG review of security controls and procedures, inventory and accountability documentation, distribution of assets (i.e., a plan for in-country movement) or plan for repair and return, transportation, access controls, storage of hardware and technical data.
8. Transportation of the weapon system will meet U.S. standards for safeguarding classified material in transit. The transportation plan must be coordinated and approved by Naval Air Systems Command (NAVAIR) Security Department prior to delivery of the weapon system to the Purchaser.
9. The Purchaser will obtain USG disposition instructions that either direct transporting missile(s), or subsections if “I” level maintenance is authorized, back to the USG or another designated staging area, and/or provide comprehensive guidance on demilitarization/disposal management for in-country incineration. The USG disposition instructions will indicate parties in the USG that must be contacted prior to any demilitarization/disposal effort.