

DEFENSE SECURITY COOPERATION AGENCY

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19 MAY 2011

MEMORANDUM FOR DEPUTY UNDER SECRETARY OF THE AIR FORCE FOR INTERNATIONAL AFFAIRS

DEPUTY ASSISTANT SECRETARY OF THE ARMY FOR DEFENSE EXPORTS AND COOPERATION

DEPUTY ASSISTANT SECRETARY OF THE NAVY FOR INTERNATIONAL PROGRAMS

DIRECTOR, DEFENSE CONTRACT MANAGEMENT AGENCY

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DIRECTOR, DEFENSE LOGISTICS AGENCY

DIRECTOR, DEFENSE THREAT REDUCTION AGENCY

 $\begin{array}{l} \textbf{DIRECTOR, NATIONAL GEOSPATIAL-INTELLIGENCE} \\ \textbf{AGENCY} \end{array}$

DIRECTOR, DEFENSE LOGISTICS INFORMATION SERVICE DIRECTOR, DEFENSE LOGISTICS AGENCY DISPOSITION SERVICES

DEPUTY DIRECTOR FOR INFORMATION ASSURANCE, NATIONAL SECURITY AGENCY

DIRECTOR FOR SECURITY ASSISTANCE, DEFENSE FINANCE AND ACCOUNTING SERVICE – INDIANAPOLIS OPERATIONS

SUBJECT: Mandatory Enhanced End Use Monitoring (EUM) Note for the Joint Air-to-Surface Standoff Missile (JASSM) in Chapter 5, Table C5.T5. of the Security Assistance Management Manual (SAMM) (DSCA 11-31) [SAMM E-Change 186]

This memorandum updates Chapter 5, Table C5.T5., of the SAMM by establishing a mandatory security and accountability note for JASSM Missiles detailing required physical security requirements and special terms.

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 Defense Security Cooperation Agency (DSCA) Web Page as SAMM E-Change 186. If you have questions regarding the terms of this note, please contact Mr. Paul Bartlett, DSCA/PGM/WPM, at (703) 604-6513 or e-mail: paul.bartlett@dsca.mil. For questions relating to the SAMM, please contact Mr. Mike Slack, DSCA/STR-POL, at (703) 601-3842 or e-mail: michael.slack@dsca.mil. Implementing agencies should ensure dissemination to supporting activities. Updates to the SAMM are posted regularly at www.dsca.mil/SAMM/.

William E. Landay III Vice Admiral, USN

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Director

Attachment:

As stated

cc:

STATE/PM-RSAT

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CENTCOM

EUCOM

JFCOM

NORTHCOM

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SECURITY ASSISTANCE MANAGEMENT MANUAL (SAMM), E-CHANGE 186

Mandatory Enhanced End Use Monitoring (EUM) Note for the Joint Air-to-Surface Standoff Missile (JASSM)

1) Add the note below to Chapter 5, Table C5.T5. of the SAMM:

Joint Air-to-Surface Standoff Missile (JASSM) - Category III Missile

Note Usage

Mandatory for LOAs that include the JASSM All-Up-Round (AUR) or JASSM Instrumented Telemetry Vehicle (ITV).

Mandatory for Amendments or Modifications that add the JASSM AUR or the ITV.

Mandatory for Amendments or Modifications that add no additional JASSM AURs or ITVs if the note on the current implemented version of the case varies from this text.

Note Text

- 1. The JASSM missile, referred to as an All Up Round (AUR), and the Instrumented Telemetry Vehicle (ITV) require Category III protection as stated in Department of Defense (DoD) Manual 5100.76-M, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives," current version. Specific requirements for the protection of the JASSM missiles listed on this offer shall be documented and agreed upon during the site visit referenced in Paragraph 3 of this note and implemented prior to delivery of the missiles. The Purchaser agrees to adhere to the security, accountability and storage requirements and USG verification checks as outlined in the following paragraphs.
- 2. The Purchaser understands that the JASSM system has been designated for Enhanced End Use Monitoring. This will include, but is not limited to, United States Government (USG) end-use verification and inventories of the JASSM AUR and ITV by serial number, review of security controls and procedures, anti-tampering measures, inventory and accountability documentation, distribution of assets (i.e., a plan for in-country movement), or plan for repair and return, transportation access controls, and storage of hardware and technical data.
- 3. The JASSM AUR and ITV shall be stored in facilities that are at least equivalent in strength to U.S. Air Force requirements. The USG will conduct an in-country site survey of all facilities of the Purchaser designated for maintenance or storage of the JASSM Weapon System and all support equipment such as loaders, trailers, and cable harnesses. The USG will provide to the Purchaser a security checklist that will be referenced during the initial site survey and throughout the life of the JASSM Weapon System. The checklist is used to indicate the integrity of security measures in place for JASSM AUR and ITV storage. Deficiencies identified during the initial site survey must be corrected prior to any JASSM AUR or ITV deliveries. The Purchaser agrees to adhere to security requirements associated with the JASSM system for the life cycle of the systems and shall allow USG representatives to verify security measures and procedures prior to and following the delivery of the missiles.
 - a. Physical Security/Access Controls: Perimeter fencing, lighting for exterior doors and along perimeter barriers, doors, locks, keys, alarms, and surveillance will be in accordance with USG requirements. JASSM AUR and ITVs will be stored in structures in which all entrances, exits, or other openings such as ventilation systems are physically guarded or alarmed. The standards will meet or exceed the following requirements:

- (1) <u>Magazines</u>. Reinforced concrete, arch type, earth covered magazines where construction is at least equivalent in strength to the requirements of Chapter 5, DoD 6055.9-STD, "Ammunition and Explosive Safety Standards," which shall be provided to the Purchaser, will be used for storage.
- (2) <u>Lighting</u>. Lighting will be provided for exterior doors and along perimeter barriers.
- (3) <u>Doors, Locks, and Keys</u>. All exterior doors will be class five steel vault doors. Keys will be secured separately to ensure effective two-man control of access (i.e., two authorized persons must be present to enter). Use of a master or multiple key systems is prohibited. A high security padlock and hasp is required.
- (4) <u>Fencing</u>. Fencing will be six foot (minimum) steel chain link with a one-foot overhang mounted on steel or reinforced concrete posts over firm base. Clear zones will be established 30 feet inside and 12 feet outside the perimeter. A 45 degree outrigger or "Y" configuration with 3 strands of barb wire is required on the fencing.
- b. <u>Inventory and Accountability Documentation</u>: The Purchaser agrees to perform inventory checks and allow USG inventory verifications. The Purchaser agrees that all JASSM AUR and ITVs will be inventoried, missile to serial number, on a semi-annual basis. The Purchaser will have procedures in place that provide a continuous accounting of missile receipt, transfer, storage, shipment, expenditures, JASSM AUR and ITV system components, software, documentation and destruction/demilitarization. These records will include documentary evidence of any JASSM AUR or ITV that is lost or destroyed. Such records shall, to the extent possible, be centralized. The Purchaser agrees to immediately provide a written notification to the USG regarding any losses of JASSM AUR or ITV, and report all expenditures/firings within 30 days. The Purchaser will obtain approval from the USG prior to destruction/disposal of any JASSM AUR or ITV. 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.
- c. <u>Storage of Hardware and Technical Data</u>: Storage of JASSM AUR and ITV hardware and technical data will meet USG standards. The Purchaser will maintain strict accountability records on all classified information provided by the USG related to JASSM AUR and ITVs, including extracts and copies.
- 4. The Purchaser will report immediately to the Security Cooperation Organization or other appropriate USG representative any allegations, confirmed or unconfirmed, of JASSM AUR or ITV 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 attempts to collect information on the JASSM Program.
- 5. Military or civilian employees of the Purchaser at military establishments will accomplish operational and intermediate level maintenance. Only operational and intermediate maintenance procedures contained in the contractor-provided AGM-158 Technical Orders are authorized. Third-country nationals or industries, or Purchaser industry representatives, will not perform maintenance functions unless approved in writing by the USG. No depot-level maintenance will be performed by the Purchaser or third-country nationals or industry unless approved in writing by the USG. No blanket request for maintenance will be granted. Each maintenance activity will be submitted as an individual request.
- 6. The Purchaser may not test or employ JASSM AUR missiles using Air Combat Maneuvering Instrumentation (ACMI) pods, specific or non-specific test instrumentation, data links, or Mil Spec 1553 data bus recording devices, either on the employing aircraft, on any missile chase aircraft, or on the JASSM air vehicle itself, without prior written USG approval. This does not preclude the Purchaser from recording aircraft displays or using the JASSM's Original Equipment Manufacturer (OEM) tactical or Bomb Impact Analysis data links during testing or employment.

Any modifications to the OEM data links for other than the intended purpose is prohibited.

- 7. The Purchaser will recover and store or properly dispose of all reasonably recoverable missile components and remnants following test or training employment of the JASSM.
- 8. Transfer instructions that meet accountability and protective custody requirements for the classified defense articles must be established and approved by the USG before transfer of the classified defense articles. Upon acceptance of this LOA, the Purchaser agrees to designate in writing the name, address, and telephone number of the authorized representative who will accept the classified defense articles on behalf of the Purchaser. This written designation will contain assurances that said person has a security clearance at the appropriate level and that the person will assume full security responsibility for the defense articles on behalf of the Purchaser. The Purchaser's authorized representative will execute a receipt for the material and be responsible for protective custody and delivery to the Purchaser.
- 9. If the Purchaser proposes to take delivery and custody of classified defense articles in the United States and use its own facilities and transportation for forward shipment to the purchasing country, the Purchaser agrees to submit a Transportation Plan in accordance with the SAMM, Figure C3.F5, for approval by the USG. Further, the Purchaser agrees to notify the USG of any changes to the Transportation Plan as they occur.
- 10. Any JASSM AUR or ITV that requires depot level repair will be transported under proper security procedures to designated USG repair facilities.
- 11. The Purchaser will obtain USG disposition authorization that provides for instructions on transporting the JASSM AUR or ITV either back to the USG or to another designated staging area, and comprehensive guidance for in-country demilitarization/disposal management. The USG disposition instructions will indicate parties in the USG that must be contacted prior to any demilitarization/disposal effort.