



**DEFENSE SECURITY COOPERATION AGENCY
2800 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-2800**

09 JAN 2013

MEMORANDUM FOR 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, SECURITY ASSISTANCE, DEFENSE FINANCE AND
ACCOUNTING SERVICE
DIRECTOR, DEFENSE INFORMATION SYSTEMS AGENCY
DIRECTOR, DEFENSE THREAT REDUCTION AGENCY
DIRECTOR, NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY
DIRECTOR, MISSILE DEFENSE AGENCY
DIRECTOR, DEFENSE LOGISTICS AGENCY
DIRECTOR, DEFENSE LOGISTICS INFORMATION SERVICE
DIRECTOR, DEFENSE LOGISTICS AGENCY DISPOSITION
DEPUTY DIRECTOR FOR INFORMATION ASSURANCE,
NATIONAL SECURITY AGENCY

SUBJECT: Management of Building Partner Capacity (BPC) Programs Funded by Non-Department of Defense (DoD) Agencies, DSCA 12-45 [SAMM E-Change 206]

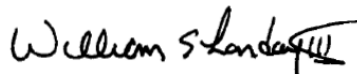
The Department of State (DOS) and other agencies may provide BPC program funds to DSCA that have unique expiration, availability, and cancellation timelines. A Memorandum of Agreement (MOA) pursuant to Foreign Assistance Act (FAA) Section 632(b), signed by the Director, DSCA, and the sending agency obligates funds for the sending agency and conveys requirements for the BPC program funds being transferred to DSCA. Guidance for management of BPC programs funded by non-DoD agencies is provided in the Attachment.

Beginning with certain DOS funds available in Fiscal Year (FY) 2012, DSCA will apply an authority pursuant to Section 511 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act (FOAA) (P.L. 108-447) and subsequent appropriations that provides a four-year deobligation and reobligation period after the appropriation's initial period of availability. During this four-year period, DOS may deobligate funds and reobligate them for new purposes (within congressionally notified scope). DOS will inform DSCA of their requirement to deobligate funds by proposing an Amendment to the FAA Section 632(b) MOA which originally transferred the funds. This authority presently applies to Peacekeeping Operations (PKO), International Narcotics Control and Law Enforcement (INCLE), and the Pakistan Counterinsurgency Capability Fund (PCCF).

When these DOS funds are provided to the Implementing Agency (IA), they are available for obligation by the IA until the end of the four-year deobligation/reobligation period. After this availability period ends, the funds remain available for an additional five years only for adjustment or disbursement against obligations entered during the initial period of availability and the deobligation/reobligation period. Nine years after the end of the initial period of availability, the DOS funds cancel and are no longer available for any purpose. DSCA assigns unique BPC program codes to each DOS appropriation received, and the entire timeframe that the funds are available for IA obligation is reflected in the "Funds Availability Ends" column of Table C15.T2.

Table C15.T2 is updated to reflect funds availability data for PCCF and for non-DoD programs funded in FY11 and prior years. All BPC LOA documents implemented on or after January 10, 2013, regardless of their DoD or non-DoD fund source, will include the "Fund Source and Availability" note provided in the Attachment.

This guidance is effective immediately. If you have any questions, please contact Ms. Marie Kokotajlo, DSCA-STR/POL, marie.kokotajlo@dscamil, (703) 604-1107 or Ms. Michele Kennedy, DSCA-DBO/FPA, michele.kennedy@dscamil, (703) 604-6578.



William E. Landay III
Vice Admiral, USN
Director

Attachment:
Security Assistance Management Manual (SAMM), E-Change 206

cc:
AFRICOM
CENTCOM
EUCOM
NORTHCOM
SOUTHCOM
PACOM
TRANSCOM
SOCOM
STATE/PM-RSAT
USASAC
SATFA
TRADOC
NAVSUP WSS
NETSAFA
AFSAC
AFSAT

DISAM
MARCOR IP
SCETC
USCG International Affairs (G-CI)

Security Assistance Management Manual (SAMM), E-Change 206

1) Change Chapter 15, C15.2.2.2. to read as follows:

C15.2.2.2. Non-DoD Appropriation Timelines. DSCA receives funds for BPC programs from non-DoD agencies in accordance with various transfer authorities and subject to varying appropriation timelines. Non-DoD funds generally have a one- or two-year initial period of availability specified by law. When used in support of a BPC program, the funds are obligated by the Funding Authority upon final signature of an FAA Section 632(b) Memorandum of Agreement (MOA) with DSCA. Once the funds have been properly obligated in this manner during their initial period of availability, the funds are available for execution by the IA in accordance with timelines specified in the appropriation legislation.

C15.2.2.2.1. DoS Appropriations Available in Fiscal Year (FY) 2012 and Future Years. Beginning with certain DoS funds available in Fiscal Year (FY) 2012 (e.g., PKO, International Narcotics Control and Law Enforcement (INCLE), and PCCF), DSCA will apply an authority pursuant to Section 511 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act (FOAA) (P.L. 108-447) and subsequent appropriations that provides a four-year deobligation and reobligation period after the appropriation's initial period of availability; during this four-year period, DoS may deobligate funds that were obligated in the initial period of availability and reobligate them for new purposes (within Congressionally notified scope). DoS will inform DSCA of their requirement to deobligate funds by proposing an Amendment to the FAA Section 632(b) Memorandum of Agreement which originally transferred the funds. When provided to the IA, the funds are available for obligation by the IA until the end of the four-year deobligation/reobligation period. After this period ends, the funds remain available for an additional five years only for adjustment or disbursement against obligations entered during the initial period of availability and the deobligation/reobligation period; no new obligations or changes in scope are allowed. On September 30th, nine years after the end of the initial period of availability, the funds cancel and are no longer available for any purpose.

C15.2.2.2.2. Other Appropriations. DoS appropriations which expired prior to and at the end of FY11 are generally considered available until expended. IAs should consult Table C15.T2. for availability dates applicable to these funds and to other non-DoD funds that are provided in support of BPC programs.

- 2) Change the line entries for PCCF, PKO and GPOI, and Other Non-DoD Programs in Chapter 15, C15.T2. to read as follows:

C15.T2. BPC Program Codes and Authorities

Program	Pgm Cde	Program Authority	Purpose	Fund Source (DoD or FAA Sec 632(b) MOA)	Appropriation Authority	Funds Availability Ends on September 30 (unless otherwise indicated)	Funds Cancel on September 30
PCCF	G4	P.L. 111-32	Build and maintain the counterinsurgency capability of Pakistan's military and Frontier Corps	21 9/11 2395	P.L. 111-32 FY09	2011	2016
	G9	P.L. 111-73		FAA 632(b) MOA 2/3/2011, 1911_121083 0000	P.L. 111-242 FY11	2016	2021
PKO and GPOI	S4	FAA Section 551 (22 U.S.C. Section 2348)	Build international peacekeeping capacity and promote regional security operations	FAA Sec 632(b) MOA and Amendments (Use appropriation on MOA provided)	P.L. 108-447 FY05	N/A	N/A
					P.L. 109-102 and P.L. 109-234 FY06		
					P.L. 110-5 FY07		
					P.L. 110-161 FY08		
					P.L. 111-8 FY09		
					P.L. 111-117 FY10		
					P.L. 112-10 FY11		
Other non-DoD Programs	S4	Various (provided by the DSCA Program Manager)		FAA Sec 632(b) MOA and Amendments (Use appropriation on MOA provided)	Various (FY11 and prior year appropriations)	Pursuant to authorities contained in annual Appropriations Acts	

- 3) Change Chapter 15, C15.2.6. to read as follows:

C15.2.6. Memorandum of Request (MOR). The Requesting Authority, in accordance with its internal procedures, finalizes and submits an MOR to the IA with a copy to the DSCA Program Manager and CPD. MORs must be submitted in unclassified communication channels so they are accessible to all stakeholders; formats vary

according to the program. See Table C15.T4. for a list of MOR information. Section 1206 Program MORs (referred to as proposals) are first submitted to OUSD(P), which forwards them to DSCA and other organizations for review in accordance with DoD Instruction 5111.19. Requesting Authorities should submit completed MORs no later than the first quarter of the fiscal year to allow adequate time for case development and funds obligation. After receiving a completed MOR, the IA should develop and implement supporting BPC cases within 75 days (see C5.T6, for Group D).

C15.2.6.1. Memorandum of Agreement (MOA). Programs executed with funds transferred to DSCA pursuant to an FAA Section 632(b) MOA may convey MOR information within the MOA at the time the program is funded, as an appendix to the MOA, or within a separate document. An example of an FAA Section 632(b) MOA in which funds for the GPOI under the PKO appropriation are transferred and project requirement information is specified is shown in Figure C15.F1. Similar language is used for transfer of other non-DoD funds.

4) Insert in Chapter 15, Figure C15.F1:

Figure C15.F1. Example FAA Section 632(b) Memorandum of Agreement (MOA)

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF STATE
AND THE
UNITED STATES DEPARTMENT OF DEFENSE**

Pursuant to Section 632(b) of the Foreign Assistance Act of 1961, as amended (FAA), the United States Department of State (State) hereby agrees to provide funds to the Defense Security Cooperation Agency (DSCA) of the United States Department of Defense (DoD) in accordance with this Memorandum of Agreement (Agreement).

I. AUTHORITY AND PURPOSE

This Agreement is entered into as the means to provide funding to DSCA pursuant to Section 632(b) of the FAA in the amount of [spell out total dollar amount being transferred], (\$ numerical total dollars being transferred) in [name the fiscal year and source of funds] funds appropriated in the [appropriation title (e.g., “Full-Year Continuing Appropriations Act, 2012 (P.L. 112-36) (CR) for the Global Peace Operations Initiative (GPOI)].

The purpose of this Agreement is to acquire the services of DSCA to provide technical support for the implementation of peacekeeping capacity building activities as set forth in Section II, Scope of Work.

II. SCOPE OF WORK

Funds provided under this Agreement, in the total amount of \$[total dollar amount being transferred], will be used by DSCA for the activities set out below as part of GPOI.

1. [Description of work to be performed and dollar amount allocated to the work. The description of work may appear in the MOA, in an appendix to the MOA or in a separate document incorporated by reference into the MOA. The description of work must be definite enough to establish a bona fide need at the time the funds are obligated at MOA execution.]
2. [Multiple countries and projects may be described in a single MOA. Each country or project must specify the dollar amount of funds being allocated to the project from the total amount being transferred and provide specificity necessary to establish a bona fide need in the fiscal year in which the MOA is executed.]

Appendices to this Agreement may be developed with additional specificity as to the quantities and estimated costs of the defense articles and services to be provided as this information becomes available, and such Appendices must be provided to and approved by State prior to the provision of such articles and services. Any changes to such Appendices must be approved by State.

III. FISCAL TERMS

Funds provided under this Agreement are available for obligation until [date when funds expire for new obligation], and the execution of this Agreement constitutes an obligation of funds in the amount of [\$ insert dollar amount]. It is expected that funds will be placed on Building Partner Capacity (BPC) cases within twelve (12) months of the time State approves the quantities and estimated costs of the defense articles and services to be provided. In addition, State and DSCA agree to review the status of funds obligated under this agreement no later than [insert date three years after the end of the initial period of obligation], so that State and the DSCA can determine whether any funds need to be reprogrammed.

The period of performance, as defined by actual delivery of training, equipment, advisory support or other assistance described in Section II: Scope of Work is estimated to run through [insert required delivery date for articles and services]. The period of performance may be adjusted and requirements for articles and services more defined by amendment to this Agreement or by appendices as described in Section II.

After the period of performance is over, funds committed on contracts and requisitions can still be expended to pay for activities that occurred during the period of performance. DSCA will administer the funds it receives under this Agreement in accordance with all applicable laws.

Consistent with U.S. appropriation law, the appropriation cited below is the source of the funding for costs arising out of this Agreement. DSCA does not have any other funds legally available to it for this work. DSCA will perform final accounting, case closure, and return of unneeded funds for this Agreement in accordance with its standard procedures. DSCA shall return to State any undisbursed funds in excess of the known actual costs as directed by State, or by contracting on behalf of State, in accordance with relevant United States foreign assistance laws and regulations. It is expected that DSCA will execute these activities without exceeding the amount obligated in this Agreement and will consult with State if it appears that the amount obligated will not be sufficient to cover actual costs. In the event that actual costs incurred by DSCA under this Agreement exceed the amount obligated by the Agreement, State agrees to pay the costs from legally and programmatically available funds. If State has no legally and programmatically available funds to pay such costs, State will request additional appropriations to pay for the costs from Congress. Any funds not expended by DSCA by August 31, [insert year that is nine years after the initial period of availability], will be returned to State so they can be returned to Treasury.

Billing and payment will be effectuated through the Global Financial Management System (GFMS) and the Intra-Governmental Payment and Collection (IPAC) System using the information contained in this Agreement. Notice of the billing and the accompanying documentation should be sent to the following office:

United States Department of State
[Applicable Regional Bureau]
2201 C Street, NW, Room 3519
Washington, DC 20520

Funds will be made available upon signature of the last signing party of this Agreement. Funds in the amount of \$[total dollar amount of funds being transferred] will be provided from the following account:

Appropriation:
Budget Plan:
Organization/Bureau Code:
Function Code/Activity:
Budget/Object Code:
Project Code:
Fund:
Agreement #:
Interagency agreement number:
Allotment:
Obligation number:
Purchase order number:
Acct. classification reference number:
Agency locator code:
Agency locator contact name:
Agency locator commercial telephone number:
Agency locator contact email address:
Agency locator contact fax number:

When payment is processed, DSCA will include in the remarks section a reference to this Agreement, the appropriation, obligation number, and other information specifically required by State.

IV. POINTS OF CONTACT

The State technical point of contact (TPOC) for this action will be [name and contact information]. In the event that the TPOC is replaced, State will inform all parties of the newly designated TPOC.

The DSCA TPOC for this action will be [name and contact information]. In the event that the TPOC is replaced, DSCA will inform all parties of the newly designated TPOC.

V. PERIOD OF AGREEMENT

This Agreement shall take effect as of the date of the last signature below and shall continue in effect until such time as the funds obligated hereby are fully disbursed or returned to the Department of State. Upon execution of the Agreement, State will return a signed copy to DSCA.

VI. REPORTING

DSCA will keep full and complete records with respect to the use of funds provided under this Agreement in accordance with generally accepted accounting principles. DSCA shall maintain relevant documentation to reflect procurement and other related costs. DSCA shall also provide State with monthly reports of program activities, as well as any additional information or documentation that State may request regarding expenditures and activities, including any accounting or audit records concerning the funds provided under this Agreement. Each submission shall refer to this Agreement.

VII. AMENDMENT AND TERMINATION

This Agreement may be modified or canceled upon written agreement of State and DSCA.

Either party may terminate this Agreement before completion of the project by providing thirty (30) days written notice to the other party. Upon termination or expiration of this Agreement, any funds not expended or sub-obligated by grant or contract for allowable expenses shall be refunded to the Department of State. Inactivity or lack of performance and progress under the Agreement may also be grounds for cancellation, except in cases where there is an adequate justification for such inactivity or lack of performance, and State has agreed with DSCA that the justification is adequate.

VIII. RESOLVING DISAGREEMENT

If a dispute related to funding remains unresolved for more than 60 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers for resolution.

IX. SPECIAL STATUTORY AUTHORITIES AND RESTRICTIONS

As directed by State, DSCA will assume responsibility for the security, accountability, and tracking of the defense articles and services provided until delivery, will make delivery of the defense articles and services and maintain a record of receipt.

If applicable, licenses or export authorization that may be required or warranted under the Arms Export Control Act (AECA) or the Export Administration Regulations (EAR) for the export by commercial entities or persons of any of the items covered by this Agreement shall be the responsibility of such entities or persons to secure and must be approved by State and/or other relevant federal agencies. Further, this Agreement does not provide any export or other authorization to commercial entities or to persons for the export of the defense articles or defense services.

DSCA shall advise foreign government recipients of items under this Agreement (including contractors) that, consistent with Section [citation of current prohibition on foreign taxation of U.S. assistance, e.g., 7013 of the FY 2012 SFOAA], no commodities purchased pursuant to this initiative may be subject to taxation, including value-added taxes (VAT) and Customs duties, by that government; any VAT and Customs duties imposed must be reimbursed within four months of the date of assessment or the USG will impose a withholding penalty from the next year's assistance allocated to that government.

Unless otherwise authorized by State, funds provided under this Agreement shall not be used to finance the purchase, sale, long-term lease, exchange, or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States. This requirement does not apply to vehicle parts, which may be procured in the United States, the recipient country, or developing countries. Unless otherwise authorized by the Department of State, funds provided under this Agreement shall not be used

to procure any equipment unless procured in the United States, the recipient country, or developing countries.

DSCA will coordinate with State, as necessary, to ensure compliance with all relevant U.S. laws and regulations, to include the Leahy Law (Section 620M of the FAA) and provisions banning materiel support to terrorists and drug traffickers (18 §§ USC 2339A and 2339B and Section 487 of the FAA). DSCA is reminded that U.S. Executive Orders and laws prohibit transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of DSCA to ensure that all contracts issued under this Agreement comply with these Executive Orders and laws.

X. SMALL BUSINESS CONSIDERATIONS

Under this Memorandum of Agreement, the Department of State's Small Business goals of [current DoS prime and subcontracting goals for small business] should be taken into consideration by the performing agency. DSCA will provide the maximum practicable opportunity for small business participation.

XI. SIGNATURES

[full name]
Deputy Assistant Secretary
Bureau of Political-Military Affairs
U.S. Department of State

[full name and rank]
Director
Defense Security Cooperation Agency
U.S. Department of Defense

Date: _____

Date: _____

5) Change Chapter 15, C15.2.7.1. and C15.2.7.2. to read as follows:

C15.2.7.1. DoD-Funded Programs. The DoD Requesting Authority initiates the Congressional Notification process by submitting proposals/requirements to OSD. OUSD(C) or OUSD(P) coordinates the notification packages with DSCA, DoS, and OSD Legislative Affairs before they are submitted to the Secretary of Defense (as required) and then to Congress for the required notification period. BPC program funds may be notified annually or may be notified in multiple tranches during the fiscal year. The level of detail required for each Congressional Notification varies. Once the notification period expires and no Congressional holds remain, OUSD(C) authorizes release of funds to the appropriate DoD comptroller office for use in support of BPC programs.

C15.2.7.2. Non-DoD-Funded Programs. USG departments and agencies that fund BPC programs are responsible for preparing and submitting Congressional Notification and/or approval packages based on program requirements. For example, DoS(PM) submits the PKO Congressional Notification and is responsible for obtaining necessary congressional approvals. Only after any required notification and waiting period is complete will

DSCA accept funds from a non-DoD agency using an FAA Section 632(b) MOA (see Figure C15.F1).

6) Change Chapter 15, C15.3.4. to read as follows:

C15.3.4. Period of Performance for Services. The allowable period of performance for services funded under a BPC case is subject to time limitations provided in the DoD FMR and in authorizing legislation. These limitations are different from the funds' period of availability for new obligations; all BPC funds for services must be obligated during their period of availability regardless of the period of performance for services. The IA will make its best efforts to perform services in compliance with the Funding Authority's required delivery date (RDD) or period of performance.

7) Change Chapter 15, C15.3.4.1.1. to read as follows:

C15.3.4.1.1. Severable contractor services are generally performed within the year of funds availability. However, under 10 U.S.C. 2410a, the period of performance for severable contract services entered into by a DoD component must begin during the period of funds availability and may end in the subsequent year, provided the contract period does not exceed 12 months (absent other legal authority). The contract period is limited to 12 months even if the funds availability period has not ended (e.g., during a four-year deobligation/reobligation period for PKO funds, severable service contracts might end before the funds period of availability). Option years on a contract are treated as new contracts.

8) Change Chapter 15, C15.3.4.2. to read as follows:

C15.3.4.2. Government-sourced Services. The IA may use current year BPC funds to pay for training and services to be executed by U.S. Government sources, such as U.S. Government civilian and military personnel, as long as the funds are fully obligated prior to their expiration (unless programs are specifically authorized to continue by legislation) (see C15.5.2). This generally requires that civilian and military personnel funded under a BPC case must cease program-related activities no later than the end of the period of funds availability. Government-sourced services may be funded and performed for multiple fiscal years if BPC case funds remain available.

9) Change Chapter 15, C15.4.3.2. to read as follows:

C15.4.3.2. Non-DoD Appropriations. The signed FAA Section 632(b) MOA serves as documentation to transfer funding from non-DoD Funding Authorities into the FMS Trust Fund. A copy of the signed FAA Section 632(b) MOA will be attached to each funded LOA document, to include LOA Amendments and Modifications (see Figure C15.F1).

C15.4.3.2.1. Signature of the FAA Section 632(b) MOA. When a draft FAA Section 632(b) MOA is received from a non-DoD Funding Authority, the DSCA Program

Manager or CPD will obtain coordination from the DSCA General Counsel, Strategy and Business Operations Directorates before submitting the FAA Section 632(b) MOA for DSCA Director signature. Upon final signature on the MOA, the funds are considered obligated by the Funding Authority. The Program Manager or CPD immediately records the FAA Section 632(b) MOA in the Security Cooperation Management Suite (SCMS) of the Security Cooperation Information Portal (SCIP) and uploads a .pdf version of the signed document. The Program Manager or CPD notifies the Funding Authority and the DSCA CFD that the FAA Section 632(b) MOA has been signed.

C15.4.3.2.2. Funds Collection. DSCA (Business Operations Directorate) notifies DFAS of incoming funds after an FAA Section 632(b) MOA has been signed and confirms that an account is established within the FMS Trust Fund to hold the BPC program funds. A single FAA, Section 632(b) MOA may provide funding for multiple BPC cases. Each BPC case will be funded by a single MOA and any associated Amendments.

C15.4.3.2.3. FAA Section 632(b) MOA Amendments. A signed FAA Section 632(b) MOA may be amended by joint agreement between DSCA and the Funding Authority during the initial period of funds availability or during a deobligation/reobligation period. Amendments to increase funding on an FAA Section 632(b) MOA will cite the same fiscal year appropriation that originally funded the FAA Section 632(b) MOA (i.e., funds from more than one fiscal year may not be combined on a single FAA Section 632(b) MOA). Amendments that adjust funding amounts or allocations constitute a deobligation and/or reobligation of funds by the Funding Authority. If a new FAA Section 632(b) MOA is signed using funds that were deobligated from an existing FAA Section 632(b) MOA, the reobligated funds retain the characteristics, availability and timeline associated with their appropriation (i.e., the funds availability for IA obligation will end in accordance with the data reflected in Table C15.T2).

10) Change Chapter 15, C15.5.2. to read as follows:

C15.5.2. Funds Obligation. The IA should begin case execution, funds obligation and funds reconciliation immediately following case Implementation. The IA will obligate both DoD and non-DoD appropriations in accordance with the rules described in DoD FMR, Volume 3, Chapter 8, prior to the date upon which the funds availability ends, as provided in Table C15.T2. The IA and the procuring organization must recognize the funds' expiring/canceling timeline even though case financial documents will indicate the FMS Trust Fund cite (97 X 8242). See Section C15.3.8.3.1. for specific guidance on handling BPC case funds offered under a CR Appropriation.

11) Change Chapter 15, C15.5.4. to read as follows:

C15.5.4. Transportation and Delivery of Materiel and Services. The IA has overall responsibility for transportation and delivery of BPC case materiel and services. The IA will make its best efforts to deliver BPC equipment and training/services within 12 months of case implementation or prior to the RDD, whichever is later. FAA Section 632(b) MOA documents may specify an RDD (referred to as the end of the period of

performance) that is earlier than the end of the funds availability period (e.g., the FAA Section 632(b) MOA for PCCF (G9) specifies a period of performance that extends only through FY14, though the funds remain available through FY16). The IA will ensure that transportation requirements and schedules are communicated appropriately to the procuring activity and the SCO. The SCO will provide shipping documents (e.g., bills of lading or manifests) to the Benefitting Country representative so that materiel off-load, Customs clearance, security, staging, storage, onward movement and integration can be arranged. The IA will confirm that the SCO and Benefitting Country are ready to receive the materiel before delivery and proper arrangements have been made to receive and move the cargo to a secure location.

12). Add the “Fund Source and Availability” note to the SAMM, Appendix 6:

Fund Source and Availability

Note Usage
Mandatory for all BPC LOAs implemented on or after January 10, 2013. Mandatory for Amendments and Modifications associated with Basic BPC LOAs implemented on or after January 10, 2013. BPC LOAs, Amendments, and Modifications implemented prior to January 10, 2013 will retain their original note structure.
References
Use with data from Table C15.T2
Note Text
<p>“Funds are provided in support of authority to [insert Purpose].</p> <ol style="list-style-type: none"> 1. The funds are subject to all the requirements and restrictions specified under [insert Program Authority and, if different, Appropriation Authority] 2. The funds carry the time, purpose, and availability restrictions associated with fund source [insert Fund Source]. 3. (for funds that cancel) “Funds not obligated within the period of availability ending on [insert Funds Availability End date] will be rendered unavailable for new obligations unless a subsequent authority extends the period of availability. Funds will cancel at midnight on [insert Funds Cancel date].” 3. (for funds that do not cancel) “Funds are available for an indefinite period.” 4. This is the only source of funding for costs associated with this LOA and funds are limited to the total estimated cost of this LOA. Neither DSCA nor the IA has other funds legally available to them for this requirement or for any costs that exceed the value of this LOA.”

13). Change the Note Usage of the “Funds Expiration, Purpose, Availability and Amount” notes in the SAMM, Appendix 6, to read as follows:

Funds Expiration, Purpose, Availability and Amount - DoD

Note Usage
Mandatory for all BPC LOAs funded with DoD funds and implemented prior to January 10, 2013.
Mandatory for Amendments and Modifications associated with DoD-funded BPC LOA documents implemented prior to January 10, 2013.

Funds Expiration, Purpose, Availability and Amount – Non-DoD

Note Usage
Mandatory for all BPC LOAs funded with non-DoD funds and implemented prior to January 10, 2013.
Mandatory for Amendments and Modifications associated with non-DoD-funded BPC LOA documents implemented prior to January 10, 2013.