



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

17 NOV 2020

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

SUBJECT: C5.6. Multinational Foreign Military Sales (FMS), DSCA Policy 20-39 [SAMM E-Change 488]

References:

- a) Lead-Nation Procurement Letters of Offer and Acceptance (LOA), [DSCA Policy 14-24](#), January 30, 2015
- b) Extension of the Lead-Nation Procurement Initiative Test Period, [DSCA Policy 17-11](#), March 22, 2017
- c) Agent Sales - New Multinational Foreign Military Sales Initiative, [DSCA Policy 18-08](#), July 6, 2018

References a) and b) established trial periods and initial guidance for implementation of the Lead Nation Procurement Initiative. Reference c) established Agent Sales as an FMS model, again, with initial guidance to be updated later. This policy memorandum supersedes all three referenced memoranda, and introduces formal guidance to the SAMM as Chapter 5, Section C5.6. Multinational Foreign Military Sales.

Noteworthy additions to the previously issued policies include extension of the Lead Nation model to permit, and to provide guidance on, sales of defense articles requiring Enhanced End-

Use Monitoring (EEUM), and the addition of Figures providing language for required supporting documents.

This change will take effect immediately. The SAMM will be updated as reflected in the attachment, and this change will be included in the online version of the SAMM found on the DSCA Web Page, www.samm.dsca.mil, as SAMM E-Change 488. If you have questions regarding this policy please contact Ms. Melissa Dockstader, DSCA/SPP/SPI, at (703) 692-6657 or e-mail: melissa.m.dockstader.civ@mail.mil. Implementing Agencies should disseminate this policy to supporting activities.



Heidi H. Grant
Director

Attachments:

- C5.6 Multinational FMS
- Appendix 6 - FMS Agent Sale Note

CC:

USASAC
SATFA
TRADOC
USACE
NAVSUP WSS
NETSAFA
AFSAC
AFSAT
AFCEE
JFCOM
SOCOM
EUCOM
CENTCOM
NORTHCOM
INDOPACOM
AFRICOM
SOUTHCOM
TRANSCOM

SAMM E-Change 488 - C5.6 Multinational FMS

Chapter 5. FMS Case Development

C5.6. Multinational Foreign Military Sales

Multinational FMS cases are designed to assist multilateral procurement and support efforts in Europe. Multinational sales models result in ultimate delivery to participating countries for national use. The guidance in this section therefore does not apply to sales to North Atlantic Treaty Organization (NATO) agencies for use by NATO. It is specific to two types of FMS sales models that involve ultimate delivery of defense articles or services to more than one FMS eligible country or International Organization (IO) (for ease of reference, “Lead Nation” which should be understood to include instances in which the lead is either a country or an IO). Lead Nation FMS cases involve a sale, principally of defense articles rather than services, to a single FMS-eligible Lead Nation or IO with the intent that the Lead Nation will transfer some or all of the defense articles on the case to a defined group of FMS-eligible recipient countries. Agent Sales involve sales directly to one or more FMS-eligible countries through a single case managed by one of two IOs authorized to act as an Agent. DSCA Country Program Directors (CPDs) and Implementing Agencies (IAs) should consult with DSCA (Strategy, Plans, and Policy Directorate (SPP) Strategic Planning and Integration Division (SPI)) upon receipt of an LOR for either Lead Nation Procurement or an Agent Sale.

Table C5.T16. Table of Legislative References

Legislation	Description
22 U.S.C. §2753(d)(1) [Arms Export Control Act (AECA), §3(d)(1)]	Requirements for retransfer of defense articles and services sold through FMS.
22 U.S.C. §2753(d)(4)(C)(ii) [AECA §3(d)(4)(C)(ii)]	Waiver for Congressional Notification (CN) of retransfer from a Lead Nation to Participating NATO Nations.
22 U.S.C. 2776(b)(1) [AECA §36(b)(1)]	Congressional Notification Criteria/Content/Classification
10 U.S.C. §2350(d)	Permits DoD to participate in and support NATO Support or Procurement Partnership Agreements provided that all conditions of the Arms Export Control Act are met.

C5.6.1. Lead Nation Sales

C5.6.1.1. NATO Support or Procurement Partnerships (SP). [10 U.S.C. §2350\(d\)](#) permits DoD to participate in and support NATO SPs provided that all conditions of the Arms Export Control Act (AECA) are met. Under NATO SPs, sales are made to the NATO Support and Procurement Agency (NSPA) for retransfer to members of the partnership. NATO SP Agreements may contain terms consistent with those of the AECA that permit retransfer of defense articles purchased through such arrangements among members of the partnership but that require separate retransfer authorizations for transfers outside the partnership. Prior to 2015, in order to comply with AECA Section 3, FMS sales to NATO SPs were generally limited to non-Significant Military Equipment (SME) spare and repair parts so that subsequent retransfers remained below AECA dollar thresholds otherwise requiring prior notification to Congress. In 2015 NSPA expanded its charter to include procurement and lifecycle support of major end items, necessitating development of new FMS sales models.

C5.6.1.2. Lead Nation Procurement. Lead Nation Procurements are sales to a NATO organization or to a Lead Nation with the intent that the defense articles sold will subsequently be retransferred to an identified group of Participating Nations, limited to European nations. Lead Nation Procurements require articles and services to be delivered directly to the Lead Nation identified in the LOA, and therefore would not be a useful sale type for services requiring delivery directly to the Participating Nations. The sale will be supported by a blanket retransfer arrangement, contingent upon receipt of end use, retransfer assurances submitted to the third party transfer team at State Department PM/RSAT (PM_RSAT-TPT@state.gov), designed to permit flexible sharing among the identified group of Participating Nations with terms that maintain accountability and adherence to statutory reporting requirements. Although a separate supporting Memorandum of Understanding (MOU) among the Participating Nation governs their interactions with one another and the Lead Nation, only the LOA and retransfer terms and conditions govern the relationship between the United States and the Lead Nation and Participating Nations.

C5.6.1.3. Letters of Request (LOR)

C5.6.1.3.1. NATO Support Partnerships. NSPA purchases for NATO SPs using Security Cooperation Customer Code (SCCC) N4. For sales that involve spare and repair parts, no special notes or formatting is required. Such sales will normally not require a Country Team Assessment or Combatant Command endorsement unless requested by DSCA per SAMM Section C5.1.4. Case development will occur as a sale to a NATO agency without reference to the Participating Nations, subsequent retransfers will take place pursuant to the terms of the SP charter agreement. More complex sales in support of NATO SPs will generally take place through Lead Nation Procurement or Agent Sales.

C5.6.1.3.2. Participating Nations and Source of Funds. In addition to the normal requirements for LORs in SAMM Section C5.1., the LOR submitted by the Lead Nation must identify all Participating Nations that are potential transferees. National funds are required unless an exception is approved. Any request for an exception should be provided to DSCA (for coordination with Directorate for Security Assistance (DSA), Strategy, Plans, and Policy Directorate (SPP), Financial Policy and Analysis (FPA), and General Counsel (GC)), and DoS, as appropriate, prior to submission of the LOR to both DSCA and the Implementing Agency.

C5.6.1.4. Country Team Assessment (CTA) and Combatant Command (CCMD) Endorsement. If the Lead Nation is NSPA, ODC Brussels, acting on behalf of USNATO, will draft the initial CTA, when required and in accordance with SAMM Section C5.1.4., and coordinate it with the SCOs of the Participating Nations. If an individual country is the Lead Nation, the SCO of the Lead Nation will draft the CTA, when required and in accordance with SAMM Section C5.1.4., and coordinate it with the SCOs of the other Participating Nations. The same offices will work with EUCOM to develop any necessary CCMD Endorsement required in the respective situations described.

C5.6.1.5. Congressional Notification (CN)

C5.6.1.5.1. CN thresholds and notification periods for sales to NATO+5 members apply if the Lead Nation and all Participating Nations are eligible for them. If NSPA or a non-NATO Participating Nation is included, NSPA and/or non-NATO thresholds and notification periods apply as indicated in Table C5.T17.

Table C5.T17. Thresholds and Notification Periods

Lead Nation and Participants	CN Threshold	Notification period
NSPA with all NATO Participating Nations	\$14M SME or \$50M Total Case Value	15 days
NATO member with all NATO Participating Nations	\$25M SME or \$100M Total Case Value	15 days

Lead Nation and Participants	CN Threshold	Notification period
Any Lead Nation with one or more non-NATO Participating Nations	\$14M SME or \$50M Total Case Value	30 days

C5.6.1.5.2. The AECA Section 36(b)(1) transmittal to Congress must identify the Lead Nation as the purchaser and list all approved Participating Nations. This is required to exempt the first retransfer from the Lead Nation to Participating NATO Nations from the potential requirement of a further CN, as permitted by [AECA Section 3\(d\)\(4\)\(C\)\(ii\)](#). Non-NATO Participating Nations do not qualify for the exemption, and the Department of State may be required to submit a separate CN pursuant to the requirements of [AECA Section 3\(d\)\(1\)](#) prior to the first retransfer from the Lead Nation to any non-NATO Participating Nation.

C5.6.1.6. Case Development

C5.6.1.6.1. LOAs in which NSPA purchases as the Lead Nation use Security Cooperation Customer Code (SCCC) N4. Sales in which a country serves as the Lead Nation are identified as national sales by that nation's SCCC. Pricing waivers are those available to the Lead Nation, which bears full responsibility for complying with all terms of that sale.

C5.6.1.6.2. Defense articles sold on a Lead Nation case must be releasable and provided in a configuration available to the Lead Nation and all Participating Nations listed on the case. Should there be any differences in requirements or releasability among the Participating Nations, either the level of technology sold on the case should be reduced to the lowest common denominator or separate cases should be developed for countries with like requirements.

C5.6.1.7. Special Notes and Formatting

C5.6.1.7.1. "Lead Nation Procurement" should appear in the nickname field beneath the case identifier. Each case shall include a version of the note in SAMM Figure C5.F15. developed by the Implementing Agency (IA) and cleared separately by the DSCA Country Program Director (CPD) with DSCA Strategy, Plans, and Policy Directorate, Strategic Planning and Integration Division (SPP/SPI) and General Counsel (GC).

C5.6.1.7.2. Figure C5.F15. Figure for Lead Nation Note Standard Terms and Conditions for Transferees, Figures C5.F16. and Figure C5.F17 should be submitted with the case through the Case Tracking System and maintained with case files.

Figure C5.F15. - Standard Note in a Lead Nation Case

Standard Note in a Lead Nation Case Providing Assurances with Respect to Subsequent Retransfers among the Partners

1. The Purchaser, as distinct from the participating transferee nations, agrees, with respect to any subsequent retransfer of defense articles to it by the NATO Organization or the countries named on this LOA, that it shall not, unless the prior written consent of the Government of the United States of America has been first obtained:
 - a) Permit any use of defense articles originally provided on this LOA including related data and information, by anyone not an officer, employee, or agent of the Purchaser; and
 - b) Transfer or permit any officer, employee, or agent of the Purchaser to transfer such commodity, including related data and information, by gift, sale, or otherwise to anyone other than the NATO Organization or the countries named on this LOA.

2. The Purchaser agrees to seek advance consent from the U.S Department of State prior to any subsequent retransfer to a NATO member country or country identified in Section 3(d)(5) of the Arms Export Control Act and named on this LOA if the original acquisition value of the articles being retransferred is \$25M or more of Major Defense Equipment (MDE) or \$100M or more in total value, or prior to any subsequent retransfer to a NATO Organization or non-NATO member country named on this LOA if the original acquisition value of the articles being retransferred is \$14M of MDE or \$50M in total value. For retransfers below these thresholds to any country named on this LOA, advance consent is not required.
3. Transferee NATO Organization or countries named on this LOA will report their retransfers to the Lead Nation on a quarterly basis. The Purchaser agrees to provide the information on its retransfers as well as those of the Transferee Nations by email to PM_RSAT-TPT@state.gov in a quarterly report to the U.S. Department of State by the 15th of each month following the end of each quarter in which a retransfer has occurred.
4. The Purchaser agrees to maintain the security of such commodity while in its possession, including related data and information, and will provide substantially the same degree of security protection afforded by the Government of the United States of America.
5. The Purchaser agrees that, unless prior written consent of the Government of the United States of America has first been obtained, it will use such commodity, including related data and information, solely for internal security, for legitimate self-defense, for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons, to permit the Purchaser to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit the Purchaser to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security.

Figure C5.F16. Basic Retransfer Assurances for Lead Nation

BLANKET THIRD-PARTY TRANSFER ASSURANCES
Specific to FMS Case XX-X-XXX

The [Lead Nation] has the honor to refer to the provisions of United States law that require [Lead Nation] to provide to the Government of the United States of America (USG) end-use, retransfer and security assurances before the USG may consent to a request to retransfer to it defense articles provided through FMS Case XX-X-XXX by the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX.

In accordance with the foregoing, the [Lead Nation] hereby gives its assurances:

- (A) That [Lead Nation] shall not, unless the prior written consent of the USG has been first obtained:
 - (I) Permit any use of defense articles provided on FMS Case XX-X-XXX, including related data and information, by anyone not an officer, employee, or agent of [Lead Nation]; and
 - (II) Transfer or permit any officer, employee, or agent of [Lead Nation] to transfer such commodity, including related data and information, by gift, sale, or otherwise to anyone other than the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX.
 - (III) That for any subsequent retransfer to the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX, to seek advance consent from the U.S Department of State prior to any retransfer for which the original acquisition value of the articles being retransferred is \$25M or more of Major Defense Equipment (MDE) or \$100M or more in total value or for retransfers to [Lead Nation] of \$14M of MDE or \$50M in total value.
 - (IV) For retransfers below these thresholds, advance consent is not required. In each case, [Lead Nation] will report any such retransfers by email to PM_RSAT-TPT@state.gov in a quarterly report

to the U.S. Department of State by the 15th of each month following the end of each quarter in which a retransfer has occurred.

- (B) That [Lead Nation] will maintain the security of such commodity while in its possession, including related data and information, and will provide substantially the same degree of security protection afforded by the USG.
- (C) That, unless prior written consent of the USG has first been obtained, [Lead Nation] will use such commodity, including related data and information, solely for internal security, for legitimate self-defense, for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons, to permit the [Lead Nation] to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit [Lead Nation] to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security.

For and on behalf of the [Lead Nation],

Signature

Date

Typed Name and Title

Agency

Figure C5.F17. Basic Retransfer Assurances of Participating Nations

Letter of Offer and Acceptance (LOA) Standard Terms and Conditions for Participating Nations as Transferees under Lead Nation Procurement

This LOA is implemented under Security Assistance Management Manual Section C5.6., guidance for Lead Nation procurements. Transferees agree to be bound by these Standard Terms and Conditions for Transferees under Lead Nation Procurement for LOA XX-X-XXX. Transferees are defined as a North Atlantic Treaty Organization (NATO) organization or nations that are named in this LOA, other than the Lead Nation. The Lead Nation is defined as a NATO organization or nation that is bound by all Standard Terms and Conditions of this LOA, including but not limited to Part 4, and other special notes.

[Country Name] _____

Transferee

Sections:

1. Conditions – U.S. Government (USG) Obligations
2. Conditions - General Transferee Agreements
3. Indemnification and Assumption of Risks

4. Financial Terms and Conditions
5. Transportation and Discrepancy Provisions
6. Warranties
7. Amendment and Dispute Resolution
8. Subsequent Retransfers Among the Lead Nation and Transferees

1. Conditions – U.S. Government (USG) Obligations

1. The USG may incorporate anti-tamper (AT) protection into weapon systems and components that contain critical program information (CPI). The AT protection will not affect operational capability, maintenance, or logistics provided that all terms delineated in the system technical documentation are followed.
2. Under unusual and compelling circumstances, when the national interest of the United States requires, the USG reserves the right to cancel or suspend all or part of this LOA at any time prior to the delivery of defense articles or performance of defense services. The USG will be responsible for termination costs of its suppliers resulting from cancellation or suspension under this section. Termination by the USG of its contracts with its suppliers, other actions pertaining to such contracts, or cessation of deliveries or performance of defense services are not to be construed as cancellation or suspension of this LOA itself under this section.
3. U.S. personnel performing defense services under this LOA will not perform combat duties, including duties relating to training and advising that may engage U.S. personnel in combat activities outside the United States in connection with the performance of these defense services.
4. The assignment or employment of U.S. personnel for the performance of this LOA by the USG will not take into account race, religion, national origin, or sex.
5. Unless otherwise specified, this LOA may be made available for public inspection consistent with the national security of the United States.

2. Conditions - General Transferee Agreements

1. The Transferee agrees, except as may otherwise be mutually agreed in writing by the Transferee and the USG, to use the defense articles sold hereunder only:
 - a) for internal security;
 - b) for legitimate self-defense;
 - c) for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons;
 - d) to permit the Transferee to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit the Transferee to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security;
 - e) for the purpose of enabling foreign military forces in less developed countries to construct public works and to engage in other activities helpful to social and economic development;
 - f) for purposes specified in any Mutual Defense Assistance Agreement between the USG and the Transferee; or
 - g) for purposes specified in any other bilateral or regional defense agreement to which the USG and the Transferee are both parties.
2. The Transferee agrees that the USG retains the right to verify reports that defense articles and services have been used for purposes not authorized or for uses not consented to by the USG.
3. The Transferee will not transfer title to, or possession of, the defense articles, components and associated support materiel, related training or other defense services (including plans, specifications, or information), or technology furnished under this LOA to anyone who is not an officer, employee, or

agent of the Transferee (excluding transportation agencies) or of the USG, and shall not use or permit their use for purposes other than those authorized, unless the written consent of the USG has first been obtained, except as permitted under Condition 8. Subsequent Retransfers Among the Lead Nation and Transferees. The Transferee will ensure, by all means available to it, respect for proprietary rights in any items and any plans, specifications, or information furnished, whether protected by patents or trade secrets or not. The Transferee also agrees that the defense articles offered will not be transferred to Cyprus or otherwise used to further the severance or division of Cyprus, and recognizes that the U.S. Congress is required to be notified of any substantial evidence that the defense articles sold under this LOA have been used in a manner that is inconsistent with this provision.

4. The Transferee agrees not to divert articles and services received under this LOA for purposes or uses other than those for which it was furnished, including, but not limited to, any use that could contribute to the acquisition, design, development, or production of a “missile,” as defined in section 74 of the Arms Export Control Act (AECA) ([22 U.S.C. 2797c](#)). The items will be used only for the purposes stated, and such use will not be modified nor the items modified or replicated without the prior consent of the USG; neither the items nor replicas nor derivatives thereof will be retransferred without the consent of the USG. The USG has the right to take action under section 73(a) of the AECA ([22 U.S.C. 2797b\(a\)](#)) in the case of any export or transfer of any Missile Technology Control Regime (MTCR) equipment or technology that contributes to the acquisition, design, development, or production of missiles in a country that is not an MTCR adherent.
5. The Transferee will maintain the security of such article or service and will provide substantially the same degree of security protection afforded to such article or service by the USG. To the extent that items, including plans, designs, specifications, technical data, or information furnished in connection with this LOA may be classified by the USG for security purposes, the Transferee certifies that it will maintain a similar classification and employ measures necessary to preserve such security, equivalent to those employed by the USG and commensurate with security agreements between the USG and the Transferee. If such security agreements do not exist, the Transferee certifies that classified items will be provided only to those individuals having an adequate security clearance and a specific need to know in order to carry out the LOA program and that it will promptly and fully inform the USG of any compromise, or possible compromise, of U.S. classified material or information furnished pursuant to this LOA. The Transferee further certifies that if a U.S. classified item is to be furnished to its contractor pursuant to this LOA:
 - a) the item will be exchanged through official USG channels,
 - b) the specified contractor will have been granted a facility security clearance by the Transferee at a level at least equal to the classification level of the U.S. information involved,
 - c) all contractor personnel requiring access to such items will have been cleared to the appropriate level by the Transferee, and
 - d) the Transferee is also responsible for administering security measures while the item is in the contractor's possession.

If a commercial transportation agent is to be used for shipment, the Transferee certifies that such agent has been cleared at the appropriate level for handling classified items. These measures will be maintained throughout the period during which the USG may maintain such classification. The USG will use its best efforts to notify the Transferee if the classification is changed.

6. Pursuant to section 505 of the Foreign Assistance Act of 1961, as amended (FAA) ([22 U.S.C. 2314](#)), and section 40A of the AECA ([22 U.S.C. 2785](#)), the USG will be permitted, upon request, to conduct end-use monitoring (EUM) verification with respect to the use, transfer, and security of all defense articles and defense services transferred under this LOA. The Transferee agrees to permit scheduled inspections or physical inventories upon USG request, except when other means of EUM verification shall have been mutually agreed. Upon request, inventory and accountability records maintained by the Transferee will be made available to U.S. personnel conducting EUM verification.

7. The USG is not a party to any offset agreements/arrangements that may be required by the Transferee in relation to the sales or transfers made in this LOA. The USG assumes no obligation to administer or satisfy any offset requirements or bear any of the associated costs. To the extent that the Transferee requires offsets in conjunction with this sale or transfer, offset costs may be included in the price of contracts negotiated under this LOA. Such costs will be determined or deemed to be reasonable in accordance with SUBPART 225.77 of the [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#). If the Transferee desires visibility into these costs, the Transferee should raise this with the contractor during negotiation of offset arrangements.
8. The Transferee acknowledges that it will receive through this LOA only defense articles that are approved as appropriate for release and use for all other transferees.
9. The Transferee agrees that it will not share title, ownership, or possession of any defense article acquired through this LOA with any other Transferee, other foreign government, international organization, or other third party.

3. Indemnification and Assumption of Risks

1. The Transferee recognizes that the USG will procure and furnish the items described in this LOA on a non-profit basis for the benefit of the Lead Nation Purchaser and Transferee. The Transferee therefore undertakes to indemnify and hold the USG, its agents, officers, and employees harmless from any and all loss or liability (whether in tort or in contract) that might arise in connection with this LOA because of:
 - a) Injury to or death of personnel of the Transferee or third parties;
 - b) Damage to or destruction of (a) property of DoD furnished to the Transferee or suppliers specifically to implement this LOA, (b) property of the Transferee (including the items ordered by the Transferee pursuant to this LOA, before or after passage of title to the Transferee), or (c) property of third parties; or
 - c) Infringement of intellectual property or technical data rights.
2. Subject to express, special contractual warranties obtained for the Transferee, the Transferee agrees to relieve the contractors and subcontractors of the USG from liability for, and will assume the risk of, loss or damage to:
 - a) The Transferee's property (including items procured pursuant to this LOA, before or after passage of title to Transferee); and
 - b) Property of DoD furnished to suppliers to implement this LOA, to the same extent that the USG would assume for its property if it were procuring for itself the items being procured.

4. Financial Terms and Conditions

1. Any articles, equipment, materials, supplies, goods, or other commodities purchased with USG assistance funds appropriated and allocated pursuant to foreign operations, export financing, and related-programs appropriations acts in support of this LOA, whether provided directly by the USG or through procurement contracts or otherwise in support of this LOA, will be exempt from all value-added taxes and customs duties imposed by the recipient country or the full amount of the tax or customs duty must be reimbursed by the Transferee. This exemption is in addition to any other tax exemption provided by the Transferee through separate agreements or other means.

5. Transportation and Discrepancy Provisions

1. The USG agrees to deliver and pass title to the Lead Nation Purchaser at the initial point of shipment unless otherwise specified in this LOA. With respect to items procured for sale to the Lead Nation Purchaser, this will normally be at the manufacturer's loading facility; with respect to items furnished from USG stocks, this will normally be at the U.S. depot. Articles will be packed, crated, or otherwise prepared for shipment prior to the time title passes. If "Point of Delivery" is specified as a place other than the initial point of shipment, the supplying U.S. department or agency will arrange movement of the articles to the authorized delivery point as a reimbursable service, but will pass title at the initial point of shipment. The USG disclaims any liability for damage or loss to the items incurred after

passage of title to the Lead Nation Purchaser irrespective of whether transportation is by common carrier or by the U.S. Defense Transportation System.

2. The Transferee agrees to accept DD Form 250 or other delivery document from the Lead Nation Purchaser as evidence that title has passed and items have been delivered. Standard Form 364 (Supply Discrepancy Report (SDR)) will be used in submitting claims to the USG for damage, item deficiency, improper identification, improper documentation, or non-performance of defense services. The Standard Form 364 will be submitted promptly by the Transferee to the Lead Nation Purchaser. The USG will disallow any claim, including a claim for nonperformance, received more than one year after initial delivery to the Lead Nation Purchaser or more than one year after initial passage of title to the defense articles to the Lead Nation Purchaser, whichever comes first, or received more than one year after the end of the scheduled period of performance for defense services, unless the USG determines that unusual and compelling circumstances involving latent defects justify consideration of the claim. The USG will not accept claims from Transferees for non-shipment or non-receipt of any defense articles or equipment. The Transferee agrees to return discrepant articles to the USG's custody through the Lead Nation Purchaser promptly in accordance with any direction provided by the USG or the Lead Nation Purchaser. The Transferee may submit SDRs for documentation purposes regardless of the dollar value, but only SDRs valued at \$200 or more will be reviewed for possible compensation regardless of the type of discrepancy. This minimum value includes the value of the item plus any transportation and handling costs.

6. Warranties

1. The USG does not warrant or guarantee any of the items sold pursuant to this LOA except as provided in SAMM Section 6.1.1. DoD contracts include warranty clauses only on an exception basis. If requested by the Lead Nation Purchaser, the USG will, with respect to items being procured, and upon timely notice, attempt to obtain contract provisions to provide the requested warranties. The USG further agrees to exercise, upon the Lead Nation Purchaser's request, rights (including those arising under any warranties) that the USG may have under contracts connected with the procurement of these items. Additional costs resulting from obtaining special contract provisions or warranties, or the exercise of rights under such provisions or warranties, will be charged to the Lead Nation Purchaser.
 - a) The USG warrants the title of items sold to the Lead Nation Purchaser hereunder, but it makes no warranties other than those set forth herein. In particular, the USG disclaims liability resulting from infringement of intellectual property or technical data rights occasioned by the use or manufacture outside the United States by or for the Transferee of items supplied hereunder.
 - b) The USG agrees to exercise warranties on behalf of the Lead Nation Purchaser to ensure, to the extent provided by the warranty, replacement or correction of such items found to be defective, when such materiel is procured for the Lead Nation Purchaser.
2. Unless the condition of defense articles is identified to be other than serviceable (for example, "as-is"), DoD will repair or replace at no extra cost defense articles supplied from DoD stocks that are damaged or found to be defective in respect to materiel or workmanship when it is established that these deficiencies existed prior to passage of title to the Lead Nation Purchaser, or found to be defective in design to such a degree that the items cannot be used for the purpose for which they were designed. Qualified representatives of the USG and of the Lead Nation Purchaser will agree on the liability hereunder and the corrective steps to be taken.

7. Amendments and Dispute Resolution

1. This LOA is subject to U.S. law and regulation, including U.S. procurement law.
2. The USG and the Transferee agree to resolve any disagreement regarding this LOA by consultations and not to refer any such disagreement to any international tribunal or third party for settlement.
3. The Transferee agrees that the USG will not negotiate, manage, or enforce any arrangement that the Transferee has with the Lead Nation, including, but not limited to, any financial arrangements. The Transferee will not use this LOA or any contracts carrying out this LOA as a means to implement any financial relationship with the Lead Nation.

4. Amendments to the LOA. Any change to the Lead Nation Purchaser or any addition to the initial Transferees must be approved by the USG. Other amendments to the LOA must be approved by the Lead Nation Purchaser. The USG will determine whether transferees must approve any other amendment to the LOA.

8. Subsequent Retransfers Among the Lead Nation and Transferees

1. The Transferee agrees, with respect to any subsequent retransfer of defense articles to it by the NATO Organization or countries named on the current version of FMS Case XX-X-XXX, that it shall not, unless the prior written consent of the Government of the United States of America has been first obtained.
 - a) Permit any use of defense articles originally provided on FMS Case XX-X-XXX, including related data and information, by anyone not an officer, employee, or agent (excluding transportation agencies) of the Transferee; and
 - b) Transfer or permit any officer, employee, or agent (excluding transportation agencies) of the Transferee to transfer such commodity, including related data and information, by gift, sale, or otherwise to anyone other than the NATO Organization or countries named on the current version of FMS Case XX-X-XXX.
 - c) That the Transferee will seek advance consent from the U.S Department of State prior to any subsequent retransfer to a NATO member country or country identified in Section 3(d)(5) of the Arms Export Control Act and named on the current version of FMS Case XX-X-XXX if the original acquisition value of the articles being retransferred is \$25M or more of Major Defense Equipment (MDE) or \$100M or more in total value, or prior to any subsequent retransfer to a NATO Organization or non-NATO member country named on the current version of FMS Case XX-X-XXX if the original acquisition value of the articles being retransferred is \$14M of MDE or \$50M in total value. For retransfers below these thresholds, advance consent is not required. In each case, the Transferring NATO Organization or country will report all retransfers to the Lead Nation in order for the Lead Nation to provide the information by email to PM_RSAT-TPT@state.gov in a quarterly report to the U.S. Department of State by the 15th of each month following the end of each quarter in which a retransfer has occurred.
2. That the Transferee will maintain the security of such commodity while in its possession, including related data and information, and will provide substantially the same degree of security protection afforded by the Government of the United States of America.
3. That, unless prior written consent of the Government of the United States of America has first been obtained, the Transferee will use such commodity, including related data and information, solely for internal security, for legitimate self-defense, for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons, to permit the Transferee to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit the Transferee to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security.

For and on behalf of [Name],

Signature

Date

Typed Name and Title

Agency

C5.6.1.8. Transportation and Delivery. As the Lead Nation LOA involves sale to a single country or IO, the Lead Nation must export the defense articles and may retransfer them to Participating Nations only once they have left U.S. Customs territory. The Lead Nation should not transfer title to Participating Nations in the United States as they will not have an export authorization with which to clear U.S. Customs.

C5.6.1.9. Retransfer authorization.

C5.6.1.9.1. Initial Retransfer. Although the Department of State approves the first retransfer from the Lead Nation to Participating Nations as part of the FMS sale, the Lead Nation may not retransfer title or possession of the defense articles to a Participating Nation until the Participating Nation has provided the Lead Nation with a signed copy of the required end-use and retransfer assurances, and the lead nation has subsequently forwarded to the third party transfer team at State Department PM/RSAT (PM_RSAT-TPT@state.gov).

C5.6.1.9.2. Subsequent Retransfers. After the Department of State has advised through the Lead Nation that the blanket retransfer authorization has been approved, the Participating Nations may retransfer the defense articles sold on the case to one another in accordance with any special terms of the LOA and of the terms of their end-use assurances. National stocks of defense articles procured separately by the Participating Nations are subject to the individual terms and conditions of the export authorities (i.e. FMS, MOU, EDA, DCS, or other security assistance programs) under which they were sold or transferred, and they may not be commingled with any defense articles acquired through a Lead Nation case including those defense articles in the common configuration for retransfer among the Participating Nations.

C5.6.1.9.2.1. If the Original Acquisition Value (OAV) of the defense articles being retransferred to a particular Participating Nation does not exceed the CN values identified for it in Table C5.T17. and in the end-use assurances, the owning country may retransfer the defense articles and report the details of the retransfer to the Lead Nation for quarterly forwarding to PM/RSAT.

C5.6.1.9.2.2. If the OAV would exceed the NATO threshold for retransfers to NATO member countries, or the non-NATO threshold for retransfer to NSPA or a non-NATO country, the transferring country must seek prior consent from PM/RSAT before making the retransfer. Such retransfer will require CN consistent with the notification periods identified in Table C5.T17.

C5.6.1.9.2.3. Should any Participating Nation wish to change the end use of the defense articles or to permanently or temporarily retransfer any defense articles sold on the case to any entity outside of the identified and approved group of Participating Nations, it must seek prior U.S. Government (USG) consent from the Department of State in accordance with the Transferee Terms and Conditions using the retransfer process described at <https://www.state.gov/third-party-transfer-process-and-documentation/>

C5.6.1.10. Defense Articles Requiring Enhanced End-Use Monitoring (EEUM). Defense articles requiring EEUM may be purchased on Lead Nation FMS cases. EEUM accountability procedures and responsibilities appear in SAMM Section C8.4. EEUM requirements specific to Lead Nation cases are detailed in this section.

C5.6.1.10.1. Site Surveys/Certification of Storage Facilities. If a Participating Nation does not already have storage facilities previously certified by the USG for storage of the EEUM-designated munitions being purchased, pre-delivery site surveys, as described in SAMM Section C8.4.3., are required to be performed on national cases as they entail services provided directly to the Participating Nations. Neither the Lead Nation nor any Participating Nation will be permitted to retransfer EEUM-designated munitions until the USG has certified the receiving nation's storage facilities.

C5.6.1.10.2. Reporting in the Security Cooperation Information Portal (SCIP) For Lead Nation sales of defense articles designated EEUM, copies of the Lead Nation’s quarterly reports of transfers by it or other nations identified on the LOA must be provided with serial numbers to dsc.eumhelpdesk@mail.mil for input into the SCIP-EUM database at the same time the information is provided to PM_RSAT-TPT@state.gov. DSCA EUM Helpdesk will manually edit the SCIP-EUM database to identify the receiving country when it receives notification from the Lead Nation. DSCA makes an exception to the monthly reporting requirement in SAMM Table C8.T2. for retransfer reporting on Lead Nation cases to align with the Department of State’s quarterly reporting requirements.

C5.6.2. Agent Sales

C5.6.2.1. The Department of State permits NSPA and the Organisation Conjointe de Coopération en matière d’Armement (or Organization for Joint Armament Cooperation, known by its French acronym OCCAR) to act as Agents under section 3(a)(2) of the Arms Export Control Act (AECA) [[22 U.S.C. §2753\(a\)\(2\)](#)], which allows an Agent to purchase defense articles and services through FMS on behalf of FMS-eligible countries (Principals). This means that NSPA or OCCAR may, under certain conditions, purchase “as” the country or countries (Principals) for which they act as an Agent. The Agent Sale is designed to facilitate multinational procurement and lifecycle support of services and high value defense articles to a greater degree than is possible through Lead Nation Procurement. Defense articles or services provided through such an FMS LOA identifying the Principal may be provided directly to that Principal. If they are provided indirectly through the Agent, no retransfer takes place as the Agent is legally and effectively acting as the Principal. It is possible in this arrangement for an Agent to act on behalf of multiple co-Principals, making individual national sales through a single LOA. This type of sale does not provide for subsequent blanket retransfers among the participants as is possible through Lead Nation.

C5.6.2.2. Letters of Request (LOR). In addition to the normal process for LOR acceptance, an LOR supplied by the Agent must be accompanied by a letter from the Principal(s), FMS-eligible NATO or European country(ies), signed at a level with authority to sign an LOA, indicating that NSPA or OCCAR will act on the behalf of the country(ies) as its/their agent. The letter from the Principal(s) (See SAMM Figure C5.F18.) will describe and confirm the specific purchase the Agent is being empowered to make, and will recognize the commitment of the Principal(s) to abide by any terms and conditions of any LOA entered into by the Agent on its/their behalf, including full financial responsibility.

Figure C5.F18. Principal’s Letter Assigning an Agent

MEMORANDUM TO:	DEFENSE SECURITY COOPERATION AGENCY (DSCA)
	[IMPLEMENTING AGENCY]
FROM:	[COUNTRY MINISTRY OF DEFENCE]
SUBJECT:	Notification of Agency – [NATO Support and Procurement Agency or Organisation Conjointe de Coopération en matière d’Armement (OCCAR)]
1.	The Government of [COUNTRY], through its [MINISTRY OF DEFENCE] hereby informs the United States Department of Defense, through the Defense Security Cooperation Agency, that the Government of [COUNTRY] has agreed with [the NATO Support and Procurement Agency (NSPA), an executive body of the North Atlantic Treaty Organization (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]

Signature

Date

The Government of [COUNTRY]

C5.6.2.3. Country Team Assessment (CTA). DSCA County Program Directors will provide the Agent's LORs to the Principals' SCOs. SCOs will provide a CTA and Combatant Command endorsement as required in accordance with SAMM Section C5.1.4. or in support of technology release requirements.

C5.6.2.4. Congressional Notification (CN)

C5.6.2.4.1. As the Agent is not the actual purchaser, notification thresholds and periods are those that apply to the Principal(s). Thresholds and notification periods for NATO+5 members apply if all

Principals are eligible for them. If non-NATO Principals are included, non-NATO thresholds and notification periods apply to the CN.

C5.6.2.4.2. The notification to Congress will identify the Agent and list the Principal(s) as the purchaser(s). If there are multiple co-Principals, separate sections of the transmittal will list the defense articles and services intended for each Principal and their values. Separate policy justifications will also be provided relevant to each Principal.

C5.6.2.4.3. Defense articles listed in the Sensitivity of Technology section should be listed by item and need not be broken out by country.

C5.6.2.5. Case Development

C5.6.2.5.1. Security Cooperation Customer Code (SCCC). NSPA purchases as an Agent using Security Cooperation Customer Code (SCCC) W7 exclusively for such sales. No special notes or formatting is required. OCCAR, which may purchase on behalf of other countries only as an Agent, uses Security Cooperation Customer Code (SCCC) 7B.

C5.6.2.5.2. Letter of Offer and Acceptance Special Notes and Formatting. The Case Description should include language derived from Figure C5.F19.

Figure C5.F19. Draft Case Description

Pursuant to the Arms Export Control Act, the Government of the United States (USG) offers to sell to the Government(s) of [country name(s)] through [Agent's name and address], acting as its Agent, the defense articles or defense services (which may include defense design and construction services) collectively referred to as "items," set forth herein, subject to the provisions, terms, and conditions in this LOA.

C5.6.2.5.2.1. A note will be included in the case (See Figure C5.F20) to outline terms and conditions relating to the Agent.

Figure C5.F20. Note Text Agent

- 1) Pursuant to [22 U.S.C. 2753\(a\)](#), the parties certify that the FMS Customer(s) has(have) provided DSCA or the IA with documentation establishing [Agent's name] as its(their) Agent for purposes of this transaction, and the FMS Customer(s) further agree(s) that it(they) will abide by any terms and conditions entered into by the Agent on its(their) behalf.
- 2) Any defense articles or services under this LOA may be provided directly to the Agent or to the Principal(s) for which they have been identified in this LOA. No defense article or service identified for one Principal in this LOA may be delivered or transferred to another Principal without prior U.S. Government consent.
- 3) [Agent's name] further agrees that it will abide by Conditions 2.3.- 2.7. of the Standard Terms and Conditions while the defense articles or services provided under this LOA are temporarily under its control or possession.

C5.6.2.5.2.2. Case lines will be organized in groups, first of defense articles, then defense services, and finally training. In each group, lines should be further grouped by Principal and the Principal identified for each line.

C5.6.2.5.2.3. The Implementing Agency will include a note in the case, Appendix 6 - FMS Agent Sale, to outline terms and conditions relating to the Agent. It need not be restated on Modifications or Amendments if the current implemented case has the latest version.

C5.6.2.5.3. Transportation and Delivery. Separate transportation plans and delivery instructions are required as necessary. Delivery Term Codes (DTCs) should be the same as in a single Purchaser, non-Agent Sales or Lead Nation Foreign Military Sales (FMS) case, and the case costs for transportation will

apply below-the-line. Depending on the specific circumstances, DTC 4 or 5 should be used for freight forwarder moves, DTC 7 or 9 for movement by the Defense Transportation System, or DTC 8 for a “pilot pick-up” from a DoD-controlled facility. Further general guidance is in SAMM Section C5.6.15.

C5.6.2.6. Financial Terms And Conditions

C5.6.2.6.1. Source of Funds. Only national funds may be used on Agent Sales. Neither Foreign Military Financing nor any other U.S. grant or appropriated funds may be used for Agent cases.

C5.6.2.6.2. Single Principal. Financial terms in cases involving a single Principal are the terms available to the Principal.

C5.6.2.6.3. Multiple co-Principals.

C5.6.2.6.3.1. Contract Administrative Services (CAS). CAS is an above the line cost but is applied at the case level by DSAMS. CAS waivers will apply only if all Principals are eligible for the same level of waiver. If there are differences, the lowest common denominator applicable to the Principals will be applied to the case. An Individual Pricing Component (IPC) remark must be included in DSAMS that notes the common portions that can be waived.

C5.6.2.6.3.2. Financial Responsibility. Each Principal bears full financial responsibility for defense articles and services it purchases. Each line will be for a single Principal. Each Principal will be responsible for all accessorial charges for its defense articles and services.

C5.6.2.6.3.3. Terms of Sale. Dependable Undertaking (DU) status can be provided only if all Principals included in the LOA are eligible for DU; otherwise, the term of sale will be cash with acceptance.

C5.6.2.6.3.4. Termination Liability (TL) charges for sales from procurement. TL will be included in the payment schedule for Agent sales with a DU term of sale. TL Reserve will be collected via cash and funds will be set aside in the NSPA W7 or OCCAR 7B TL reserve account.

C5.6.2.6.3.5. Termination. Each Principal pays its own termination liability costs. Should one or more Principals decide to terminate a line, an amendment or modification will be made to adjust the lines on the case and the change reported to the Agent. If there are corresponding price increases to the other countries, they are billed to each Principal in lines identified for them on the case just as a price increase would be billed on a standard country case. Any compensation of the other Principals by the withdrawing Principal arising as a result of its decision to withdraw would be addressed by agreement among the co-Principals and not through the LOA.

C5.6.2.6.3.6. Non-Recurring Cost (NRC Waivers). NRC Waivers must be requested in the LOR and are applicable at the line level.

C5.6.2.6.3.7. Case-funded Manpower. Case-funded manpower will be specific to each Principal if applicable, but may need to be applied more generally to the effort involved in a case of this type. In the latter case, the Agent will assign the costs among the Principals. For example, a line for a site survey would be for the Principal involved. More general services such as dedicated case management support when requested may be on a single line assigned to the Agent, which will assign these costs among the Principals on the LOA.

C5.6.2.6.3.8. Supply Discrepancy Reports (SDRs). SDRs may be submitted directly by the Principal or indirectly through the Agent (preferably the latter).

C5.6.2.6.3.9. Payments. Payment may be made to the NSPA W7 or OCCAR 7B account by individual Principals or by the Agent on their behalf. The Principal must inform the USG of which method it will use.

C5.6.2.7. Transportation And Delivery

C5.6.2.7.1. Freight Forwarding and Export. Export authorization is to each of the participating Principals with the Agent able to act on behalf of each. Principals may use their own freight forwarders for their individual shipments. A Principal may not export defense articles identified on the case as being sold to another Principal even with the other Principal's consent. The Agent may use its freight forwarder to receive and export shipments on behalf of any Principal named in the LOA.

C5.6.2.7.2. Transportation Plans. [DoD 5220.22-M, the National Industrial Security Program Operating Manual](#) , [DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives \(AA&E\)](#), and National Security Agency (NSA)/Central Security Service Manual 3-16, Control of Communications Security Material, require the development and maintenance of Transportation Plans for each LOA containing AA&E, classified materiel, and COMSEC. One Transportation Plan for each Principal, when required, will need to be maintained by the Implementing Agency and the Principal, either directly or through the Agent as its authorized representative.

C5.6.2.8. Amendments and Modifications

C5.6.2.8.1. Amendments. In a case with multiple co-Principals, each Principal, working through the Agent, may separately amend the lines relevant to it. The Agent will attempt to consolidate amendments by individual Principals to the extent possible. It will generally not be possible to add co-Principals through an amendment.

C5.6.2.8.2. Modifications. Principals will be informed of modifications through the Agent.

C5.6.2.9. Other Standard Terms And Conditions

C5.6.2.9.1. All other LOA standard terms and conditions continue to apply to the Principal or multiple co-Principals as if each had entered into an LOA directly with the United States without an agent.

SAMM E- Change 488 - Appendix 6 - FMS Agent Sale Note

FMS Agent Sale

Note Usage
<p>FMS = Yes</p> <p>BPC = No</p> <p>Mandatory for FMS LOAs that request Agent Sales via the NATO Support and Procurement Agency (NSPA) or the Organisation Conjointe de Coopération en matière d'Armement (OCCAR), also known as the Organisation for Joint Armament Cooperation.</p> <p>Mandatory for Amendments and Modifications even if the Accessorial Charges are not affected by the changes being made.</p>
References
SAMM Figure C5.F20.
Note Input Responsibility
IA
Note Text
<p>Note Text NSPA:</p> <p>"1. Pursuant to 22 U.S.C. Section 2753(a), the parties certify that the FMS Customer has provided DSCA or the IA with documentation establishing the NATO Support and Procurement Agency (NSPA) as its Agent for purposes of this transaction, and the FMS Customer further agrees that it will abide by any terms and conditions entered into by the Agent on its behalf.</p> <p>2. Any defense articles or services under this LOA may be provided directly to the agent or to the principal for which they have been identified in this LOA. No defense article or service identified for one principal in this LOA may be transferred to another principal without prior U.S. Government consent.</p> <p>3. NSPA further agrees that it will abide by Conditions 2.3.- 2.7. of the Standard Terms and Conditions while the defense articles or services provided under this LOA are temporarily under its control or possession."</p> <p>Note Text OCCAR:</p> <p>"1. Pursuant to 22 U.S.C. Section 2753(a), the parties certify that the FMS Customer has provided DSCA or the IA with documentation establishing the Organisation Conjointe de Coopération en matière d'Armement (OCCAR), also known as the Organisation for Joint Armament Cooperation, as its Agent for purposes of this transaction, and the FMS Customer further agrees that it will abide by any terms and conditions entered into by the Agent on its behalf.</p> <p>2. Any defense articles or services under this LOA may be provided directly to the agent or to the principal for which they have been identified in this LOA. No defense article or service identified for one principal in this LOA may be transferred to another principal without prior U.S. Government consent.</p> <p>3. OCCAR further agrees that it will abide by Conditions 2.3.- 2.7. of the Standard Terms and Conditions while the defense articles or services provided under this LOA are temporarily under its control or possession."</p>