



DEFENSE SECURITY COOPERATION AGENCY

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23 FEB 2021

MEMORANDUM FOR DEPUTY UNDER SECRETARY OF THE AIR FORCE FOR
INTERNATIONAL AFFAIRS
DEPUTY ASSISTANT SECRETARY OF THE ARMY FOR
DEFENSE EXPORTS AND COOPERATION
DEPUTY ASSISTANT SECRETARY OF THE NAVY FOR
INTERNATIONAL PROGRAMS
DIRECTOR, DEFENSE CONTRACT MANAGEMENT AGENCY
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DIRECTOR, DEFENSE 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: Update to the Mandatory Enhanced End Use Monitoring (EEUM) Note for the Joint Air-to-Surface Standoff Missile (JASSM) – Security Risk Category III Missile in Appendix 6 of the Security Assistance Management Manual 5105.38-M (SAMM), Defense Security Cooperation Agency (DSCA) Policy 21-32 [SAMM E-Change 466

REFERENCES:

- a) [DODM 5100.76 of April 12, 2012 Incorporating Change 2](#), Effective October 5, 2020.
MEMO BODY

This memorandum updates the mandatory Joint Air-to-Surface Standoff Missile (JASSM) - Category III note required for all Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs) that include the JASSM in accordance with reference (a).

Effective immediately, this note will be included in Appendix 6 of the SAMM. For questions regarding this note contact Mr. John Oswald, DSCA/DSA/AMP/EUM at 703-697-9427 or email: john.a.oswald2.civ@mail.mil. For general questions regarding the SAMM,

contact Ms. Michelle Davis, DSCA/SPP/SPI, at 703-697-9052 or email:
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Alan G. Gorowitz
Principal Director
Strategy, Plans and Programs

Attachment:
As stated

cc:
STATE/PM-RSAT
AFRICOM
CENTCOM
EUCOM
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NORTHCOM
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TRADOC/SATFA
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**Security Assistance Management Manual (SAMM), E-Change 466 Update to the
Mandatory Enhanced End Use Monitoring (EEUM) Note for the Joint Air-to-Surface
Standoff Missile (JASSM)–Security Risk Category III**

1) In Appendix 6, update the following note:

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

Note Usage
<p>FMS: Yes BPC: No Mandatory for LOAs that include the JASSM All-Up-Round (AUR). Mandatory for Amendments or Modifications that add the JASSM AUR. Mandatory for Amendments or Modifications that add no additional JASSM AURs if the note on the current implemented version of the case varies from this text.</p>
References
N/A
Note Input Responsibility
CWD
Note Text
<ol style="list-style-type: none"> 1. The complete JASSM missile, referred to as an All Up Round (AUR), requires Security Risk Category III protection as stated in Department of Defense (DoD) Manual 5100.76, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives," current version. Specific requirements for the protection of the JASSM missiles listed on this offer shall be documented and agreed upon during the site visit referenced in Paragraph 4 of this note and implemented prior to delivery of the missiles. The Purchaser agrees to adhere to the security, accountability and storage requirements and U.S. Government verification checks as outlined in the following paragraphs. 2. The Purchaser understands that the JASSM system has been designated for Enhanced End Use Monitoring (EEUM). This will include, but is not limited to, U.S. Government end-use verification and inventories of JASSM AURs by serial number, review of security controls and procedures, anti-tampering measures, inventory and accountability documentation, distribution of assets (i.e., a plan for in-country movement), or plan for repair and return, transportation access controls, and storage of hardware and technical data. Each JASSM AUR will remain in its sealed container, unless a USG representative is present when the sealed container is opened, and the AUR is loaded for actual use in times of war. 3. The Purchaser understands that under EEUM the manufacturer seals on the JASSM container will not be removed/broken without prior coordination and approval from the

U. S. Government; the entry point for requests to remove or break the manufacturer seals is the U.S. Embassy Security Cooperation Organization (SCO).

4. JASSM AURs shall be stored in facilities that are at least equivalent and/or commensurate with added security mitigation measures in strength to U.S. Government requirements. The U.S. Government will conduct an in-country Site Survey of all facilities of the Purchaser designated for: receipt inspection and installation of EEUM manufacturer seals; follow-on EEUM inventory verifications; inspections deemed necessary by the USG; and maintenance or storage of the JASSM Weapon System and all support equipment such as loaders, trailers, and cable harnesses. The U.S. Government will provide to the Purchaser a security checklist that will be referenced during the initial site survey and throughout the life of the JASSM Weapon System. The checklist is used to indicate the integrity of security measures in place for JASSM AUR storage. Deficiencies identified during the initial site survey must be corrected prior to any JASSM AUR deliveries. The Purchaser agrees to adhere to security requirements associated with the JASSM system for the life cycle of the systems and shall allow U.S. Government representatives to verify security measures and procedures prior to and following the delivery of the missiles. If the previously approved facilities are to be changed, prior to relocation of the JASSM AURs, the U.S. Government will be contacted and a Site Survey of the new facility, even if temporary, must be performed. The sub-paragraphs provided are initial criteria the Purchaser can use to determine if existing facilities may be minimally acceptable prior to the Site Survey.
 - a. Physical Security/Access Controls: Perimeter fencing, lighting for exterior doors and along perimeter barriers, doors, locks, keys, alarms, and surveillance will be in accordance with U.S. Government requirements. JASSM AURs will be stored in structures in which all entrances, exits, or other openings such as ventilation systems are physically guarded or alarmed. The standards will meet or exceed the following requirements:
 - i. Magazines. Reinforced concrete, arch type, earth covered magazines where construction is at least equivalent in strength to the requirements of Volume 2, DESR 6055.9, Edition 1, "Defense Explosive Safety Regulation," which shall be provided to the Purchaser, will be used for storage.
 - ii. Lighting. Lighting will be provided for exterior doors and along perimeter barriers.
 - iii. Doors, Locks, and Keys. All exterior doors will be class five steel vault doors. Keys will be secured separately to ensure effective two-man control of access (i.e., two authorized persons must be present to enter). Use of a master or multiple key systems is prohibited. A high security padlock and hasp is required.
 - iv. Fencing. Fencing will be six-foot (minimum) steel chain link with a one-foot overhang mounted on steel or reinforced concrete posts over firm base. Clear zones will be established 30 feet inside and 12 feet outside the perimeter. A 45-degree outrigger or "Y" configuration with three strands of barbwire is required on the fencing.

- b. **Inventory and Accountability Documentation:** The Purchaser agrees to perform inventory checks and allow U.S. Government inventory verifications. The Purchaser agrees that all JASSM AURs will be inventoried, missile to serial number, on a semi-annual basis. The Purchaser will have procedures in place that provide a continuous accounting of missile receipt, transfer, storage, shipment, expenditures, JASSM AUR system components, software, and documentation. These records will include documentary evidence of any JASSM AUR that is lost or the U.S. Government has provided disposition instructions that will remove the asset from inventory. Such records shall, to the extent possible, be centralized. The Purchaser agrees to immediately provide a written notification to the U.S. Government regarding losses of any JASSM AUR, and report all expenditures/firings within 30 days. Inventory and accountability documentation maintained by the Purchaser shall be retained throughout the period of ownership and will be made available for review upon U.S. Government request.
 - c. **Storage of Hardware and Technical Data:** Storage of JASSM AUR hardware and technical data will meet U.S. Government standards. The Purchaser will maintain strict accountability records on all classified information provided by the U.S. Government related to JASSM AUR, including extracts and copies.
5. The Purchaser will report immediately to the Security Cooperation Organization or other appropriate U.S. Government representative any allegations, confirmed or unconfirmed, of JASSM AUR hardware, technology, or software released or compromised to unauthorized nationals, third country nationals, or a foreign Government. The Purchaser will also report any allegation, report, or evidence of attempts to collect information on the JASSM Program.
6. Military or civilian employees of the Purchaser at military establishments will accomplish Organizational level maintenance. Only Organizational level maintenance procedures contained in the U.S. Government-provided AGM-158 Technical Orders are authorized. Third-country nationals or industries, or Purchaser industry representatives, will not perform maintenance functions unless approved in writing by the U.S. Government. No Depot-level maintenance will be performed by the Purchaser or third-country nationals or industry. No blanket request for maintenance will be granted. Each maintenance activity will be submitted as an individual request.
7. The Purchaser may not test or employ JASSM AUR missiles using Air Combat Maneuvering Instrumentation (ACMI) pods, specific or non-specific test instrumentation, data links, or MIL-STD-1553 data bus-recording devices, on the employing aircraft, on any missile chase aircraft, or on the JASSM air vehicle itself. Transfer instructions that meet accountability and protective custody requirements for the classified defense articles must be established and approved by the U.S. Government before transfer of the classified defense articles. Upon acceptance of this LOA, the Purchaser agrees to designate in writing the name, address, and telephone number of the authorized representative who will accept the classified defense articles on behalf of the Purchaser. This written designation will contain assurances that said person has a security clearance at the appropriate level and that the person will assume full security responsibility for the defense articles on behalf of the Purchaser. The Purchaser's authorized representative will

execute a receipt for the material and be responsible for protective custody and delivery to the Purchaser.

8. If the Purchaser proposes to take delivery and custody of classified defense articles in the United States and use its own facilities and transportation for forward shipment to the purchasing country, the Purchaser agrees to submit a Transportation Plan in accordance with the SAMM, Chapter 7, for approval by the U.S. Government. Further, the Purchaser agrees to notify the U.S. Government of any changes to the Transportation Plan as they occur.
9. Any JASSM AUR that requires depot level repair will be transported under proper security procedures to the designated U.S. Government repair facility.
10. The Purchaser will obtain U.S. Government disposition authorization that provides for instructions on transporting the JASSM AUR back either to the U.S. Government or to another designated staging area.

2) Revise C8.T4., Joint Air-to-Surface Standoff Missiles (JASSM) row as follows:

EEUM-DESIGNATED DEFENSE ARTICLES	DESCRIPTION
Joint Air-to-Surface Standoff Missiles (JASSM)	<p><i>Current:</i> JASSM or other specified JASSM defense articles (Instrument Telemetry Vehicle (ITV)).</p> <p><i>Revised:</i> JASSM or other specified JASSM enhanced defense articles.</p>