

DEFENSE SECURITY COOPERATION AGENCY

2800 DEFENSE PENTAGON WASHINGTON, D.C. 20301-2800

6 OCT 2023

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, DEFENSE INFORMATION SYSTEMS AGENCY

DIRECTOR, DEFENSE LOGISTICS AGENCY

DIRECTOR, DEFENSE THREAT REDUCTION AGENCY

DIRECTOR, MISSILE DEFENSE AGENCY

DIRECTOR, NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY

DIRECTOR FOR SECURITY ASSISTANCE, DEFENSE FINANCE

AND ACCOUNTING SERVICE – INDIANAPOLIS OPERATIONS

DIRECTOR OF CYBERSECURITY DIRECTORATE AND DEPUTY NATIONAL MANAGER FOR NATIONAL SECURITY SYSTEMS, NATIONAL SECURITY AGENCY

SUBJECT: Defense Security Cooperation Agency Policy Memorandum 23-66, Administrative Changes [SAMM E-Change 660]

This memorandum updates the Security Assistance Management Manual (SAMM) with clerical and administrative changes. This memorandum does not contain contextual policy changes. The policy in the attachment is incorporated into the DSCA SAMM at https://samm.dsca.mil.

If you have any questions concerning this guidance, please contact Mr. Jason Evans, DSCA (Office of Strategy, Plans, and Policy, Execution Policy and Analysis Directorate (SPP/EPA)), jason.l.evans8.civ@mail.mil, (703) 697-2661.

David Ferrari Assistant Director Strategy, Plans, and Policy

Attachment:

SAMM E-Change – 660 – SAMM Admin and Minor Process Changes

Attachment: Security Assistance Management Manual E-Change 660 Administrative Changes Memo

- 1. Update Section **C5.4.13.** to clarify use of applicable systems and process for coordination and countersignature:
 - Current wording:
 - **C5.4.13.** Coordination and Countersignature of Letter of Offer and Acceptance Documents. All LOA documents require DSCA countersignature. The DSCA point of entry for LOA document coordination and countersignature is DSCA (IOPS/GEX/CWD) via the Case Tracking System (CTS), an application available from within SCIP. Once IAs have approved the LOAD for an LOA document, users will upload off-line documentation into the CTS application.
 - Revised wording:

C5.4.13. Coordination and Countersignature of Letter of Offer and Acceptance **Documents.** All LOA documents require coordination and DSCA countersignature. The Case Tracking System (CTS), an application available to authorized users within the Security Cooperation Information Portal (SCIP), streamlines LOA coordination with the Implementing Agencies (IAs) and DSCA stakeholders and is a temporary repository for the LOA electronic package (ePKG). The Defense Security Assistance Management System (DSAMS) records the LOA development life cycle via various milestone entries, including IA (MILSGN), State (STAP) approval (when required) and DSCA countersignature, and stores the final LOA. In the last stages of LOA development, DSCA (IOPS/GEX/CWD) initiates and monitors coordination via the CTS module. DSCA stakeholders provide approval directly within CTS while IA coordination is recorded via entry of the MILSGN milestone in DSAMS. The IAs review and approval date (MILSGN) auto-populates in CTS and annotates the first page of the LOA document. The MILSGN milestone is a mandatory precursor to coordinating LOAs with State or offered/implemented as required. Once coordination with DSCA stakeholders and IA is complete, DSCA (IOPS/GEX/CWD) enters the PROPOSED milestone in DSAMS and initiates coordination with State via the Daily FMS List (DSAMS generated report) transmitted electronically via e-mail. Upon e-mail approval from State, DSCA (IOPS/GEX/CWD) countersigns the LOA document in DSAMS via the DCSGN milestone, culminating in an LOA approved to be offered (or Implemented status for modifications). DSCA review/approval also auto-populates in CTS (as OSTATUS or ISTATUS) and annotates the date on the first page of the LOA document.

- 2. Update the **C5.T2.** Defense Information Systems Agency per below:
 - Current wording:

Defense Information Systems Agency (DISA)

CODE	PURPOSE	ADDRESS
С	Action Address for applicable LORs	Defense Information Systems Agency ATTN: DCSC BDM3 P.O. Box 549 Ft. Meade, MD 20755-0549
	E-Mail Address for applicable LORs	disa.meade.bd.mbx.bdm3- international@mail.mil

• Revised wording:

Defense Information Systems Agency (DISA)

CODE	PURPOSE	ADDRESS
С	Action Address for applicable LORs	Defense Information Systems Agency ATTN: CAE AT1 P.O. Box 549 Ft. Meade, MD 20755-0549
	E-Mail Address for applicable LORs	disa.meade.CAE.mbx.AT1- international@mail.mil

- 3. Chapter 5 and Chapter 6 sections providing Letter of Offer and Acceptance Restatement policy have been updated for clarification. Verbiage was rearranged and updated below as required to conform with content in C5.4.2., C5.4.14., and C6.7.:
 - Current Wording:

C5.4.2.3.2. Requirement Changes After Offer - Restatements. There may be times when major changes need to be made to a document after it has been countersigned and offered to the purchaser. If the purchaser wants to retain the existing designator (instead of cancelling the offer and issuing a new case), the offered document may be restated. Restatements can be made as long as: (1) the document is in "OFFERED" status; and (2) the purchaser has not yet signed the document; and (3) the Offer Expiration Date (OED) has not yet expired; and (4) all changes are consistent with FMS policies and procedures. See Section C6.7.1.4. for more information on restatements. DSAMS will automatically revise the original customer request status of an LOA document from "LOR Complete" to "LOR Restate" once an IA selects the restatement tool in DSAMS. The IA must revise the customer request status in

DSAMS from "LOR Restate" to "LOR Complete" before DSAMS will allow the military department (MILDEP) Approval (MILAP) on the restated LOA document. For purposes of measurement against the standard, DSCA measures to the first offer date. Restatements should also be tracked and analyzed by the IAs to inform business practices and identify individual purchaser trends.

C5.4.14.6. Restatements. There may be times when major changes need to be made to a document after it has been countersigned and offered to the purchaser. If the purchaser wants to retain the existing designator (instead of canceling the offer and issuing a new case), the offered case may be restated. Restatements can be made as long as the document is in "OFFERED" status, the purchaser has not yet signed the case, the OED has not yet expired, and changes are consistent with FMS policies and procedures. Before restating an LOA, the Purchasing country must be notified in writing by the IA that the original offer is no longer valid. Expiration of the OED on the offered LOA is considered written notice. Restated documents must clearly state that they are restated and supersede the previously offered version and must be coordinated and countersigned using the same procedures as the original case. A copy of the previous version(s) of the LOA must accompany the coordination request. If the purchaser signs the original offer, it is considered an invalid acceptance because the original offer either expired or was withdrawn. This action is considered a counteroffer and a new offer should be made to the purchaser by extending and then restating the LOA, or the case should be cancelled, and a new LOA (new offer) prepared.

C6.7.1.3. Restatements. There may be times when major changes need to be made to a document after it has been countersigned and offered to the Purchaser. If the Purchaser wants to retain the existing designator (instead of canceling the offer and issuing a new case), the offered case may be restated. Restatements can be made as long as the document is in "OFFERED" status, the purchaser has not yet signed the case, the Offer Expiration Date (OED) has not yet expired, and all changes are consistent with FMS policies and procedures. Expiration of the OED on the offered LOA or Amendment officially notifies the Purchaser that the original offer is no longer valid. Restated documents must clearly state that they are restated and supersede the previously offered version and must be coordinated and countersigned using the same procedures as the original case. A copy of the previous version(s) of the amendment must accompany the coordination request. If the Purchaser signs the original offer, it is considered an invalid acceptance because the original offer either expired or was withdrawn. This action is considered a counteroffer and a new offer should be made to the Purchaser by extending and then restating the LOA Amendment; or the case should be cancelled and a new LOA amendment (new offer) prepared.

Revised Wording:

C5.4.2.3.2. Requirement Changes After Offer - Restatements. There may be times when major changes (See Section C5.4.15.3.) need to be made to a document after it has been countersigned and offered to the purchaser. If the purchaser wants to retain

the existing designator (instead of cancelling the offer and issuing a new case), the offered document may be restated. Restatements can be made as long as: (1) the document is in "OFFERED" status; and (2) the purchaser has not yet signed the document; and (3) the Offer Expiration Date (OED) has not been expired for more than six months; and (4) all changes are consistent with FMS policies and procedures. See Section C6.7.1.3. for information on amendment restatements. DSAMS will automatically revise the original customer request status of an LOA document from "LOR Complete" to "LOR Restate" once an IA selects the restatement tool in DSAMS. The IA must revise the customer request status in DSAMS from "LOR Restate" to "LOR Complete" before DSAMS will allow the military department (MILDEP) Approval (MILAP) on the restated LOA document. For purposes of measurement against the standard, DSCA measures to the first offer date. Restatements should also be tracked and analyzed by the IAs to inform business practices and identify individual purchaser trends. Before restating an LOA, the Purchaser must be notified in writing by the IA that the original offer is no longer valid. If the purchaser signs the original offer, it is considered an invalid acceptance because the original offer either expired or was withdrawn. This action is considered a counteroffer and a new offer should be made to the purchaser by extending and then restating the LOA, or the case should be cancelled, and a new LOA (new offer) prepared.

C5.4.14.6. Restatements. There may be times when major changes need to be made to a document after it has been countersigned and offered to the purchaser. If the purchaser wants to retain the existing designator (instead of canceling the offer and issuing a new case), the offered case may be restated. Restatements can be made as long as the document is in "OFFERED" status, the purchaser has not yet signed the case, the OED has not yet expired, and changes are consistent with FMS policies and procedures. Before restating an LOA, the Purchasing country must be notified in writing by the IA that the original offer is no longer valid. Expiration of the OED on the offered LOA is considered written notice. Restated documents must clearly state that they are restated and supersede the previously offered version and must be coordinated and countersigned using the same procedures as the original case. A copy of the previous version(s) of the LOA must accompany the coordination request. Restated documents must clearly state that they are restated and supersede the previously offered version and must be coordinated and countersigned using the same procedures as the original case. A copy of the previous version(s) of the LOA must accompany the coordination request. If the purchaser signs the original offer, it is considered an invalid acceptance because the original offer either expired or was withdrawn. This action is considered a counteroffer and a new offer should be made to the purchaser by extending and then restating the LOA, or the case should be cancelled, and a new LOA (new offer) prepared. See Section C5.4.2.3.2. for more information on restatements.

C6.7.1.3. Restatements. There may be times when major changes need to be made to an amendment after it has been countersigned and offered to the Purchaser. If the Purchaser wants to retain the existing amendment number (instead of canceling the offer and issuing a new case amendment), the offered amendment may be restated.

Restatements can be made as long as the document is in "OFFERED" status, the purchaser has not yet signed the Amendment, the Offer Expiration Date (OED) has not been expired for more than six months, and all changes are consistent with FMS policies and procedures. Expiration of the OED on the offered Amendment officially notifies the Purchaser that the original offer is no longer valid. Restated documents must clearly state that they are restated and supersede the previously offered version and must be coordinated and countersigned using the same procedures as the original case. A copy of the previous version(s) of the amendment must accompany the coordination request. If the Purchaser signs the original offer, it is considered an invalid acceptance because the original offer either expired or was withdrawn. This action is considered a counteroffer and a new offer should be made to the Purchaser by extending and then restating the LOA Amendment; or the case should be cancelled, and a new LOA amendment (new offer) prepared.

- 4. Update **C6.1.3.1.** to clarify points of contact for initial deposit follow-up procedures per below:
 - Current Wording:
 - **C6.1.3.1.** The FMS purchaser signs and accepts the LOA or Amendment, and the IA posts the acceptance milestone in DSAMS. If the initial deposit is not received by DFAS Indianapolis, they will notify the Security Cooperation Organization (SCO), the FMS purchaser's paying office, and the IA that the initial deposit has not been received. The IA inquires as to when the purchaser expects to remit the initial deposit until the deposit is received. Upon receipt of the initial deposit, DFAS will post the financial implementation milestone in DSAMS. Once the case has financial implementation, the IA processes the OA in DSAMS and the MILDEP systems.
 - Revised Wording:
 - **C6.1.3.1.** The FMS purchaser signs and accepts the LOA or Amendment, and the IA posts the acceptance milestone in DSAMS. If the initial deposit is not received by DFAS Indianapolis, they will notify the DSCA CFD. Upon approval from the DSCA CFD, DFAS Indianapolis notifies the Security Cooperation Organization (SCO), the FMS purchaser's paying office, and the IA that the initial deposit has not been received. The IA inquires as to when the purchaser expects to remit the initial deposit until the deposit is received. Upon receipt of the initial deposit, DFAS will post the financial implementation milestone in DSAMS. Once the case has financial implementation, the IA processes the OA in DSAMS and the MILDEP systems.
- 5. Update **C8.4.1.** to include government-to-government transfers in order to better define "other" as follows:
 - Current Wording:
 - **C8.4.1. Definition.** Enhanced End-Use Monitoring (EEUM), based on the principle of trust with verification, is required for defense articles or munitions controlled items

designated for EEUM by the military department's (MILDEP's) export policy, the inter-agency release process, or by the DoD policy as a result of consultation with Congress and/or the Department of State (State). EEUM requires physical security assessments of the storage facilities and serial number inventories of designated defense articles to verify compliance with the transfer conditions of the Letters of Offer and Acceptance (LOAs) and other transfer agreements. All EEUM-designated defense articles are required to be sold on defined order lines using an EEUM-coded Military Articles and Services List (MASL) and are accompanied by specialized physical security and accountability notes. The defense articles listed in Table C8.T4. below have been designated for EEUM for all Foreign Military Sales (FMS)-eligible countries. Other defense articles may require EEUM and/or additional U.S. control measures (e.g. U.S. custody and/or electronic monitoring) on a case-by-case basis as determined in the transfer approval process.

Revised Wording:

C8.4.1. Definition. Enhanced End-Use Monitoring (EEUM), based on the principle of trust with verification, is required for defense articles or munitions controlled items designated for EEUM by the military department's (MILDEP's) export policy, the inter-agency release process, or by the DoD policy as a result of consultation with Congress and/or the Department of State (State). EEUM requires physical security assessments of the storage facilities and serial number inventories of designated defense articles to verify compliance with the transfer conditions of the Letters of Offer and Acceptance (LOAs) and other government-to-government transfer agreements. All EEUM-designated defense articles are required to be sold on defined order lines using an EEUM-coded Military Articles and Services List (MASL) and are accompanied by specialized physical security and accountability notes. The defense articles listed in <u>Table C8.T4</u>. below have been designated for EEUM for all Foreign Military Sales (FMS)-eligible countries. Other defense articles may require EEUM and/or additional U.S. control measures (e.g. U.S. custody and/or electronic monitoring) on a case-by-case basis as determined in the transfer approval process.

- 6. Update the last sentence of **C8.8.2.** to update the hyperlink and identify correct revised DoD DEMIL manual as follows:
 - Current Wording:

C8.8.2. A sample format of the demilitarization certificate can be found in DoD Manual 4160.28-M, Volume 3, "Defense Demilitarization: Procedural Guidance."

- Revised Wording:
 - **C8.8.2.** ... A sample format of the demilitarization certificate can be found in <u>DoD</u> <u>Manual 4160.28-M, Volume 2, "Defense Demilitarization: Demilitarization</u> <u>Procedures."</u>

- 7. Update **C8.8.4.** to identify correct revised DoD DEMIL manual and add the training link as follows:
 - Current Wording:

C8.8.4. At the time the partner nation requests State consent to dispose defense articles, the SCO should begin working with partner nation counterparts to develop a demilitarization plan to ensure compliance with DoD demilitarization requirements. The SCO determines the appropriate demilitarization coding assignment in the DoD M 4160.28-M Vol 2, "Defense Demilitarization Coding" Volume 2 or by obtaining the National Stock Number (NSN) from the Letter of Offer and Acceptance (LOA), 1000 Report or partner nation equipment manual; and accessing (WebFLIS or the Pub Log) at: https://www.dla.mil, to determine the assigned demilitarization code. If the item needs to be demilitarized, the proper procedures are described in DoD M 4160.28-M Vol 3, "Defense Demilitarization Procedural Guidance" Volume 3 or by contacting the appropriate military department (MILDEP) demilitarization program administrator.

• Revised Wording:

C8.8.4. At the time the partner nation requests State consent to dispose defense articles, the SCO should begin working with partner nation counterparts to develop a demilitarization plan to ensure compliance with DoD demilitarization requirements. The SCO determines the appropriate demilitarization coding assignment in the DoD Manual 4160.28-M, Volume 2, "Defense Demilitarization: Demilitarization Procedures" or by obtaining the National Stock Number (NSN) from the LOA, 1000 Report or partner nation equipment manual; and accessing (WebFLIS or the Pub Log) at: https://www.dla.mil, to determine the assigned demilitarization code. If the item needs to be demilitarized, the proper procedures are described in DoD Manual 4160.28-M, Volume 2, "Defense Demilitarization: Demilitarization Procedures" or by contacting the appropriate MILDEP demilitarization program administrator." The Certifier and Verifier course website for online training can be found at: https://www.dla.mil/Working-With-DLA/Federal-and-International-Cataloging/DEMIL-Coding/DEMIL-Training.

- 8. Update **C8.T2.** DoD End-Use Monitoring Responsibilities (DSCA (Office of International Operations, Global Execution Directorate, Assistance & Monitoring Division (IOPS/GEX/AMD)) Section entry #5 as follows:
 - Current Wording:
 - Ensure that defense technologies and weapons systems designated for Enhanced End-Use Monitoring (EEUM) controls transferred via governmentto-government programs contain appropriate accountability and security notes and provisos, and work with the MILDEPs in the development of EEUM control notes and checklists to verify compliance.

- Revised Wording:
 - Ensure that defense technologies and weapons systems designated for Enhanced End-Use Monitoring (EEUM) controls transferred via all government-to-government programs contain appropriate accountability and security notes and provisos, and work with the MILDEPs in the development of EEUM control notes and checklists to verify compliance.
- 9. Update **C8.T2.** Security Cooperation Organizations Responsibilities (SCO Responsibilities) as follows:
 - Current Wording:
 - Designate in writing and maintain a Golden Sentry primary POC. The EUM POC must be a USG employee (military or civilian) and a U.S. citizen.
 - Ensure that EUM functions required by DoD's Golden Sentry program are assigned as a primary SCO responsibility.
 - Ensure that SCO personnel assigned EUM duties complete EUM online training provided through DSCA's DSCU and SCIP.
 - Functions that must be performed by a USG employee who is also a U.S. citizen:
 - o For Title 10 Building Partner Capacity (BPC) cases that require an EEUM Control Plan or Unmanned Aerial System (UAS) Letter of Intent, work with DSCA to develop an EEUM Control Plan (based on the physical security and Accountability note) or UAS Letter of Intent (based on the Principle of Use note) and coordinate with the partner nation to obtain its signature. Upload the signed document to the SCIP-EUM database or send them via e-mail to the dsca.eumhelpdesk@mail.mil for record keeping in the SCIP-EUM database.
 - Serve as the designated SCO EUM POC.
 - Develop EUM SOPs and coordinate partner nation Night Vision Devices (NVD)
 Control Plans and upload the signed documents to the SCIP-EUM database or send them via e-mail to dsca.eumhelpdesk@mail.mil for record keeping in the SCIP-EUM database.
 - Conduct EEUM in accordance with established DoD Golden Sentry EUM
 checklists to verify recipients are complying with the physical security and
 accountability provisos annotated in LOAs containing EEUM-designated items.
 - Using the SCIP-EUM database, establish and maintain a baseline of all EEUMdesignated defense articles and services exported via government-to-government transfers.
 - Assist the partner nation in submitting third party transfer and change of end-use requests and verify and document disposal/destruction of defense articles. See SAMM Section C8.7.
 - Verify that the partner nation is providing timely notification of EEUM-

- designated missiles fired in testing, training or combat.
- Report potential violations regarding end use, transfer or security to the CCMD, DSCA (IOPS) and State (PM/RSAT).
- Maintain control of spare Golden Sentry seals (cables and labels).
- Functions that may be performed by direct hire Locally Employed Staff, or by a U.S. contractor, when directly supervised by a USG employee:
 - Report immediately to DSCA the destruction or loss of any Routine or EEUMdesignated item and annotate the appropriate disposition in the SCIP-EUM database (e.g., active, expended, destroyed, etc.).
 - Review LOAs and other instruments authorizing government-to-government transfer of defense articles and services (e.g., Memoranda of Agreement and Understanding) for notes or provisos requiring specific physical security or accountability procedures.
 - o Conduct Routine EUM checks to verify recipients are complying with applicable agreements regarding use, transfer restrictions, and security of defense articles.
 - Ensure that defense articles designated for EEUM are entered by serial number in the SCIP-EUM database and that scheduled inventories are annotated and updated as required for each EEUM commodity.
 - Ensure that all costs for conducting EEUM activities are captured during the fiscal budget programming and execution cycles. Submit projected FMF Administrative funding requirements to the CCMDs and DSCA via the Defense Agencies Initiative (DAI) Code 210.15.
 - Support Golden Sentry Familiarization Assistance Visits (FAVs), Focus
 Verification Checks (FVCs), CAVs, VCAs, and Investigative Visits as described
 in <u>Tables C8.T3.</u> and <u>C8.T4.</u>, and <u>Section C8.6.3.</u>, and VCA Guidance plan
 within the SCIP-EUM database.
 - When directed by the Chief of Mission, on a case-by-case basis, conduct Blue Lantern end-use checks for commercially-exported defense articles and include the cost of performing these checks in the annual FMF Administrative budget submission via the DAI.
 - Take steps to improve the monitoring process.
 - Respond to queries pertaining to the shipping, receipt, use, or disposal of defense articles and services provided to partner nations.
- Ensure procedures for conducting EUM in a hostile environment, identified in Section C8.5.5. are being followed and kept current. This includes working with the CCMD to obtain a CCMD endorsement memorandum, drafting any required EEUM Control Plans, working with the partner nation in receiving a signed Concept of Operations (CONOPS), and ensuring the latest partner nation supporting documentation and disposition status is current within the SCIP-EUM database.

• Revised Wording:

- Designate in writing a primary Golden Sentry (GS) POC who is a USG employee (military or civilian) and a U.S. citizen.
- Ensure that EUM functions required by DoD's GS program are assigned as a primary SCO responsibility.
- Ensure that SCO personnel assigned EUM duties complete EUM online training provided through DSCA's DSCU and SCIP.
- Functions that must be performed by a USG employee who is also a U.S. citizen:
 - o Work with DSCA to develop an EEUM Control Plan (based on the physical security and Accountability note) or UAS Letter of Intent (based on the Principle of Use note) for Title 10 BPC cases requiring an EEUM Control Plan or Letter of Intent and coordinate with the partner nation (PN) to obtain its signature. Upload the signed document to the SCIP-EUM database or send them via e-mail to the dsca.eumhelpdesk@mail.mil for record keeping in the SCIP-EUM database.
 - o Serve as the designated SCO EUM POC.
 - Develop EUM SOPs and coordinate PN Night Vision Devices (NVD) Control
 Plans and upload the signed documents to the SCIP-EUM database or send them
 via e-mail to <u>dsca.eumhelpdesk@mail.mil</u> for record keeping in the SCIP-EUM
 database.
 - Conduct EEUM in accordance with established DoD GS EUM checklists to verify recipients' compliance with the physical security and accountability provisos annotated in LOAs containing EEUM-designated items.
 - Establish and maintain a baseline of all EEUM-designated defense articles and services exported via government-to-government transfers using the SCIP EUM database.
 - Assist the PN in submitting third party transfers (TPTs) and change of end-use requests and verify and document disposal/destruction of defense articles. See <u>Section C8.7.</u>
 - Verify the PN is providing timely notification of EEUM-designated missiles fired in testing, training or combat.
 - Report potential violations regarding end use, transfer or security to the CCMD, DSCA (IOPS/GEX/AMD) and State (PM/RSAT).
 - Secure and control GS seals (cables and labels).
- Functions that may be performed by direct hire Locally Employed Staff, or by a U.S. contractor, when managed by the designated primary GS POC:
 - Immediately report the destruction or loss of any Routine or EEUM-designated item to DSCA and annotate the appropriate disposition in the SCIP-EUM database (e.g., active, expended, destroyed, etc.).
 - o Review LOAs and other documents authorizing government-to-government

- transfer of defense articles and services (e.g., Memoranda of Agreement/Understanding) for notes or provisos requiring specific physical security or accountability procedures.
- o Conduct Routine EUM checks to verify recipients' compliance with applicable agreements regarding use, transfer restrictions, and security of defense articles.
- Enter EEUM designated defense articles by serial number in the SCIP-EUM database, and scheduled inventories are annotated and updated as required for each EEUM commodity.
- Capture appropriate costs for conducting EEUM activities during budget programming and execution cycles. Submit projected FMF Administrative funding requirements to the CCMDs and DSCA via the Defense Agencies Initiative (DAI) Code 210.15.
- Support Golden Sentry Familiarization Assistance Visits (FAVs), Focus
 Verification Checks (FVCs), CAVs, VCAs, and Investigative Visits as described
 in <u>Tables C8.T3</u>. and <u>C8.T4</u>., and <u>Section C8.6.3</u>., and VCA Guidance plan
 within the SCIP-EUM database.
- Conduct Blue Lantern end use checks for commercially exported defense articles when directed by the Chief of Mission, or on a case-by-case basis. Include the costs incurred performing these checks in the annual FMF Administrative budget submission via the DAI.
- Recommend improvements to the monitoring process.
- Respond to queries pertaining to the shipping, receipt, use, or disposal of defense articles and services provided to PNs.
- Ensure procedures for conducting EUM in a hostile environment, identified in <u>Section C8.5.5.</u> are being followed and kept current. This includes working with the CCMD to obtain a CCMD endorsement memorandum, <u>drafting required EEUM Control Plans</u>, working with the <u>PN to receive signed Concept of Operations (CONOPS) documents</u> and ensuring the latest <u>PN supporting documentation and disposition status is current within the SCIP-EUM database.</u>

10. Update Section **C9.4.2.4.4.** to clarify entry #3 per below:

• Current Wording:

#3 - Lines involving blanket order CONUS training, Outside Continental United States (OCONUS) Security Assistance Teams, or schoolhouse-provided training where manpower costs are embedded within the course/tuition rates;

• Revised Wording:

#3 - Lines involving blanket order CONUS training, Outside Continental United States (OCONUS) Security Assistance Teams provided training, or schoolhouse-provided training where manpower costs are embedded within the course/tuition rates:

- 11. Update **C9.11.7.1.** to clarify points of contact for initial deposit follow-up procedures per below:
 - Current Wording:
 - **C9.11.7.1. Follow-Up Process.** DFAS Indianapolis notifies the Security Cooperation Office (SCO), the FMS purchaser's paying office, and the IA that the initial deposit has not been received. This notification states that implementation of the LOA or Amendment is held pending receipt of the initial deposit or approval of initial deposit deferment. If the initial deposit is not received by the Offer Expiration Date (OED), the following consequences may occur:
 - #1. Pricing changes
 - #2. Delivery date changes
 - #3. Materials and services may become unavailable
 - Revised Wording:
 - **C9.11.7.1. Follow-Up Process.** DFAS Indianapolis notifies the DSCA CFD. Upon approval from the DSCA CFD, DFAS Indianapolis notifies the Security Cooperation Office (SCO), the FMS purchaser's paying office, and the IA that the initial deposit has not been received. This notification states that implementation of the LOA or Amendment is held pending receipt of the initial deposit or approval of initial deposit deferment. If the initial deposit is not received by the Offer Expiration Date (OED), the following consequences may occur:
 - #1. Pricing changes
 - #2. Delivery date changes
 - #3. Materials and services may become unavailable
- 12. Update C10.17.20.3.1. to delete the reference to request forms being available in SAN/SC-TMS as this is no longer accurate.
- 13. Update **C10.19.2.1.** to adjust point of contact information per below:
 - Current Wording:
 - C10.19.2.1. Notify the Department of Homeland Security/Immigration and Customs Enforcement (DHS/ICE) Counter Threat Lead Development Unit (CTLD) by email at CTLD@ice.dhs.gov; the Defense Counterintelligence and Security Agency (DCSA) at dcsa.quantico.dcsa.mbx.esc@mail.mil; the appropriate MILDEP training manager and country program manager; the CCMD Training Office; and DSCA (Building Partner Capacity Directorate (BPC) Institutional Capacity Building (ICB) Division).

The notification should include, but is not limited to the items listed in <u>Table C10.T18.</u>

Revised Wording:

C10.19.2.1. Notify the Department of Homeland Security/Immigration and Customs Enforcement (DHS/ICE) Counter Threat Lead Development Unit (CTLD) by email at CTLD@ice.dhs.gov; the Defense Counterintelligence and Security Agency (DCSA) at dcsa.quantico.dcsa.mbx.esc@mail.mil; the appropriate MILDEP training manager and country program manager; the CCMD Training Office; and DSCA (Defense Security Cooperation University, International Military Training and Education Division (DSCU/IMTE)) at DSCA.IMTEPP-AWOL@mail.mil. The notification should include, but is not limited to the items listed in Table C10.T18.

- 14. Delete **C12.6.4.3.11.** to conform with previous admin updates to C12 made in DSCA 23-29 entries 5-8.
- 15. Update **Appendix 3 Figure 4.** to conform with current business practices per below:
 - Current wording:

FMF Loan Agreement			
Loan Agreement made and entered into as of the day of between the Government of ("Borrower") and the Government of the United States of America as represented by the Defense Security Cooperation Agency ("DSCA").			
Whereas, the Borrower desires to enter into purchase contracts ("Purchase Agreements") with Military Departments and Agencies of the United States Department of Defense ("DoD"), various United States commercial suppliers, or both of them for the purchase of defense articles, defense services, and design and construction services of United States origin (with regard to articles and services financed hereunder, hereinafter collectively referred to as "Defense Items"); and			
Whereas, the Borrower has requested a loan from the Government of the United States of America (hereinafter sometimes referred to as the "Lender") to finance payments required to be made by the Borrower under the Purchase Agreements; and			
Whereas, it has been determined that the aforesaid requested loan will facilitate the purposes of the Arms Export Control Act, as amended ("Act").			
Now Therefore, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:			

	SECTION 1 - COMMITMENT
1.	Subject to the terms and conditions of this Loan Agreement ("Agreement"), the Lender agrees to make advances to the Borrower from time to time in an aggregate principal amount not to exceed dollars (U.S. \$), the obligation of the Lender under this section being hereinafter called the "Loan Proceeds."

- 2. Before requesting any advance hereunder, the Borrower shall execute and deliver to the DSCA a single promissory note ("Note") substantially in the form attached hereto as Annex I.
- 3. The Loan Proceeds shall be available only to finance the purchase of Defense Items by the Borrower pursuant to Purchase Agreements approved for such financing by the DSCA in accordance with the policies and procedures in effect at the time such financing is approved. The current DSCA procedures for obtaining this approval are, without being incorporated herein, attached hereto as Exhibit A. Each authorization for the Borrower to enter into a Purchase Agreement in implementation of this Loan Agreement shall be separately communicated by the DSCA in writing to the Borrower substantially in the form of the Attachment to Exhibit A. The authorization shall specify the case identifier assigned by the DSCA to, and the amount of financing authorized for, the approved Purchase Agreement.

4. Advances:

- a. Each advance hereunder by the Lender shall be made upon the delivery to the DSCA of a letter request from the Borrower. The letter request shall be in the form set forth in Annex II and shall be delivered to the DSCA not less than fifteen business days before the disbursement date. Documentation in support of letter requests shall be in accordance with DSCA policies and procedures in effect at the time the Purchase Agreement, for which the advance is requested, was approved by the DSCA. The current DSCA requirements for documentation supporting requests for disbursement are, without being incorporated herein, attached hereto as Exhibit B.
- b. Not more than two advances shall be requested in any single month, except that an advance of \$100,000 or more may be requested at any time. An advance may consist of payments to more than one supplier.
- c. Advances made to the Borrower shall be authorized in accordance with Requests for Advances, which shall be prepared by the Borrower in the form of Annex II hereof and forwarded to the Lender for each advance. Each advance shall bear interest, as provided in Section 2, commencing with the disbursement date of the advance.
- d. Subject to the terms and conditions of this Loan Agreement, the Lender agrees to make advances to the Borrower from time to time from the date of the Loan Agreement through the expiration date (expiration date written in each agreement). After such date, the undisbursed balance will be cancelled in accordance with Title 31 USC 1552.

SECTION 2 - REPAYMENT AND ASSIGNABILITY

1.

- a. The Borrower hereby agrees to repay the principal of the advances made under this Agreement semiannually in accordance with the repayment schedule set forth in the Note ("Schedule"), and to pay interest on such outstanding unpaid principal as provided in the Note. All payments of principal and interest shall be made in immediately available funds of lawful money of the United States of America, at the Federal Reserve Bank of New York, as provided in Annex III hereof.
- b. If on any installment date in the Schedule the outstanding balance of the advances is less than the amount of principal due, the Borrower shall, on such installment date, repay the entire outstanding balance, plus accrued interest thereon. If thereafter the

Borrower shall avail itself of the Loan Proceeds in an amount which would have been payable on a prior installment date but for the provisions of the immediately preceding sentence, such amount, plus accrued interest thereon, shall be repayable on the next succeeding installment date of the Schedule occurring after the disbursement of such amount and the scheduled principal repayable on that date shall be increased by such amount.

- c. If by the final date specified in Section 1.4(d) hereof the Borrower has not availed itself of the entire amount of the Loan Proceeds, and if such date is not extended by amendment to this agreement, the installments of principal in the Schedule shall be reduced in the inverse order of the maturity thereof to the extent of the unused balance of the Loan Proceeds.
- d. The Borrower may prepay principal in part or in full without penalty or premium, but such prepayment must be accompanied by payment of interest on the amount prepaid to the date of repayment and must be applied to the satisfaction of installments of principal repayments in the inverse order of their maturities.
- 2. Whenever any payment under the Note shall be due on a Saturday, Sunday, or a day on which the DoD or the Federal Reserve Bank of New York are not open for business, such payment shall be made on the first day thereafter on which the DoD and the Federal Reserve Bank of New York are open for business, and such extension of time shall be included in computing interest in connection with such payment, but excluded from the next interest period, if any.
- 3. If the Borrower fails to make payment when and as due of any installment of principal or interest under the Note, the amount payable shall be overdue installment of principal or interest, plus interest thereon at the rate specified in the Note, from the due date to the date of payment.
- 4. The Lender may sell or assign the Note at any time, in whole or in part. However, if the Lender intends to sell or assign the Note or any part thereof to any entity other than an agency of the United States, the Lender shall give the Borrower written notice thereof not less than fifteen days prior to the date of the intended sale or assignment; in that event, the Borrower shall have the option, to be exercised by giving written notice to the Lender at least five days prior to the intended sale or assignment, to purchase the entire Note on such terms and conditions as are established by the Lender.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

- 1. The Lender has entered into this Agreement and will make the loan provided for herein on the basis of the following representations and warranties of the Borrower:
 - a. The Borrower has full power, authority and legal right to incur the indebtedness contemplated in this Agreement on the terms and conditions contained herein, and to execute, deliver and perform this Agreement and the Note;
 - b. he execution, delivery and performance of this Agreement and the Note will not violate any provisions of, and have been duly and validly authorized under, the laws of the Borrower, and all actions necessary to authorize the borrowings hereunder and the execution, delivery and performance of this Agreement and the Note have been duly taken; and

c. This Agreement has been, and the Note when issued will be, duly executed and delivered by persons duly authorized, and this Agreement constitutes, and the Note when issued will constitute, the valid, legal and binding obligation of the Borrower, enforceable in accordance with their respective terms.

SECTION 4 - CONDITIONS OF LENDING

- 1. The obligation of the Lender to make advances hereunder is subject to the conditions precedent that, prior to the first disbursement, it shall have received, satisfactory to it in form and substance:
 - a. Evidence of the authority of each person who
 - i. signed this Agreement on behalf of the Borrower,
 - ii. signed or will sign the Note, and
 - iii. will sign on behalf of the Borrower, any notices, requests for advances, or other documents contemplated by this Agreement. Evidence of this authority shall be in the form of the letter at Annex IV; and
 - b. The Note executed by the duly authorized representative of the Borrower.
- 2. The obligation of the Lender to make any advance hereunder is subject to the further conditions precedent that:
 - a. No event of default within the meaning of Section 6 hereof shall have occurred;
 - b. The DSCA shall have received a letter request executed by the duly authorized representative of the Borrower and prepared in accordance with the procedures for disbursement of Loan Proceeds; and
 - c. All legal matters incident to the Note, and this Agreement shall be satisfactory to the General Counsel of the DSCA.

SECTION 5 - COVENANTS

- 1. The Borrower covenants and agrees that from the date of this Agreement and so long as any amounts remain unpaid on the Note or otherwise under this Agreement and at least until ten years has elapsed from the date first above written:
 - a. All payments of principal and interest on the Note and other fees and expenses shall be made free and clear of, and without deduction for, any and all taxes, levies, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected or assessed with respect thereto, by or with respect to the Borrower or any authority thereof or therein;
 - b. Any claim which it may now or hereafter have against any person, corporation or other entity (including without limitation, the Government of the United States, DoD, DSCA and any supplier of Defense Items) in connection with any transaction, for any reason whatsoever, shall not affect the obligation of the Borrower to make the payments required

- to be made to the Lender under this Agreement or the Note, and shall not be asserted as a defense to the payment of such obligation or as a setoff, counterclaim, or deduction against such payments;
- c. It will pay all taxes, now or hereafter in effect, imposed with respect to this Agreement or the Note by any government other than the Government of the United States of America and will save and hold harmless any holder of the Note from all losses or liabilities resulting from any delay or omission to pay such taxes;
- d. Any legal action or proceeding against it by the Lender with respect to this Agreement or the Note may be brought in the Courts of the District of Columbia or in the United States District Court for the District of Columbia or in the courts of the Borrower, as the Lender may elect, and by execution and delivery of this Agreement, the Borrower submits to each jurisdiction. In the case of the Courts of the District of Columbia or of the United States District Court for the District of Columbia, the Borrower consents to the service of process out of said courts by mailing copies of such process by registered United States mail, postage prepaid, to it at its address set forth in Section 8.3(a) hereof;
- e. The Borrower shall make all of its records and files relating to its use or other disposition of the Loan Proceeds and to any Purchase Agreement approved for financing with such Loan Proceeds available upon request for inspection by the Department of Defense of the Lender or by the Department of Justice of the Lender;
- f. The Borrower shall make its officials and its employees as well as its nationals who are neither officials nor employees available, to the fullest extent allowed by the laws of the Borrower, for interview by the Department of Defense of the Lender or by the Department of Justice of the Lender in connection with any investigation of crime under the laws of the Lender arising out of the use or other disposition of any of the Loan Proceeds or arising out of any Purchase Agreement approved for financing with such Loan Proceeds; and;
- g. The Borrower shall notify in writing each commercial supplier with which it has a Purchase Agreement approved for financing with the Loan Proceeds promptly upon its receipt of notification by DSCA of such approval that United States Government funds are being and will be used to finance such Purchase Agreement.

SECTION 6 - DEFAULTS

- 1. A condition of default shall exist upon the occurrence of any of the following events of default:
 - a. If the Borrower fails for a period of ten calendar days to make any payment of principal or interest on the Note when due:
 - b. If a default shall have occurred on any other loan to the Borrower by the DSCA, a holder of the Note, or the Government of the United States of America or any agency thereof;
 - c. If any representation or warranty made by the Borrower herein or any certification of the Borrower required herein proves to be at any time incorrect in any material respect;
 - d. If:
 - i. the Borrower defaults in the performance of any of the provisions in Sections 1, 2 or 7 hereof, and

- ii. such default shall continue unremedied for thirty calendar days after written notice thereof shall have been given by the DSCA to the Borrower; or
- e. If the Borrower defaults in the performance of any other provision in this Agreement, and such default shall continue unremedied for thirty calendar days after written notice thereof shall have been given to the Borrower.
- 2. Upon each and any such event, the holder of the Note may declare immediately due and payable the unpaid principal and accrued interest on the Note and any other note or other indebtedness of the Borrower held by the holder of the Note and thereupon such amount shall become immediately due and payable without protest, presentment, notice or other demand of any kind, all of which are hereby expressly waived by the Borrower, and if such event occurs before the full amount of the Loan Proceeds has been disbursed or before any other loan commitment of the holder of the Note to the Borrower has been fulfilled, the holder of the Note may terminate or suspend such disbursements and commitments. The Borrower shall pay all costs and expenses, including attorney fees incurred in the collection of amounts due hereunder after default.

SECTION 7 - TRANSPORTATION

- 1. All Defense Items to be transported from the United States by ocean vessel shall be transported in vessels of United States registry unless a waiver is obtained from the DSCA or the Maritime Administration, U.S. Department of Transportation ("MARAD"). In each instance where a supplier will arrange ocean transportation for Defense Items being purchased, the Borrower shall give written notice of this requirement to the supplier:
 - a. for Purchase Agreements already entered into, within ten days of the date hereof, and
 - b. for Purchase Agreements hereafter entered into, on the date the Purchase Agreement is consummated
- 2. The Borrower shall provide the following information to the Director, Office of Market Development (MARAD), with respect to any ocean or air shipments of Defense Items from the United States:
 - a. FMS Case Identifier.
 - b. FAS value of cargo,
 - c. supplier,
 - d. freight forwarder,
 - e. freight cost,
 - f. name of vessel or airline,
 - g. vessel/aircraft flag of registry,
 - h. date of loading,
 - i. port or place of loading,
 - j. port or place of final discharge,
 - k. cargo description,

- 1. gross weight of cargo, and
- m. cubic measurement of cargo.

This information shall be provided as soon as possible and in any event not later than 90 days from the date of shipment, and shall contain a reference to this Agreement.

3. Advances hereunder may be used to pay ocean or air freight costs for transportation of only those Defense Items financed by this loan and only if such items are carried on vessels or aircraft of United States registry.

SECTION 8 - MISCELLANEOUS

- 1. The Borrower and the Lender may agree at any time hereafter to apply a portion or portions of Loan Proceeds that have not been approved to finance Purchase Agreements (in accordance with Section 1.3 hereof) as a participation or participation's in credit(s) furnished to the Borrower for the financing of the purchase of Defense Items by the Borrower pursuant to Purchase Agreements so approved. Such participation(s) shall be limited to those in credit(s) furnished by any individual, corporation, partnership, or other juridical entity doing business in the United States, and the Borrower and the Lender shall agree for that purpose with the entity furnishing said credit(s) on the terms and conditions under which the credit(s) will be furnished.
- 2. No omission or delay on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or any other right hereunder. The rights and remedies prescribed herein are cumulative and not in limitation of or substitution for other rights or remedies of the Lender.
- 3. Any notice, demand or other communication hereunder shall be deemed to have been given if in writing and actually delivered at the addresses shown below:
 - a. In the case of the Borrower to:

?

b. In the case of MARAD to:

Director, Office of Market Development Maritime Administration US Department of Transportation Washington, D.C. 20590-0001

c. In the case of the Lender to:

Director, Defense Security Cooperation Agency 201 12th St South, Suite 203 Arlington VA 22203-5408

Or to such other addresses as may be specified in writing.

4. Notwithstanding Section 1.3 hereof, the Loan Proceeds shall also be available to make payment of principal and interest owed to the United States Government under any loan made or

guaranteed pursuant to the Arms Export Control Act except principal and interest not due at the time payment is to be made. Advances requested to be made for such purpose shall be made upon delivery to the DSCA of a letter request from the Borrower not less than fifteen business days before the disbursement date.

- 5. This Agreement and the Note shall be construed and interpreted in accordance with the laws of the United States of America, and if none is applicable, with those of the District of Columbia, United States of America.
- 6. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that the Borrower may not assign its rights or obligations hereunder without the prior written consent of the DSCA. All agreements, covenants, representations and warranties made herein shall survive the delivery of the Note and the making of the advances hereunder.
- 7. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute a single instrument. Annexes I, II, III, and IV attached hereto are by this reference made a part of this Agreement.
- 8. All notices, demands, or other communications given under this Agreement, unless submitted in the English language, shall be accompanied by an English translation and such translation shall govern.
- 9. In case any one or more of the provisions contained in this Agreement or the Note should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired. This Agreement or the Note may be amended only with the mutual written consent of the Borrower, Lender, and holder of the Note.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives on the day and year first above written.			
Government of			
By			
Government of the United States of America			
By			

• Revised wording (please note, the changes in red are not the only changes, the appendix entry will have red verbiage per below):

Agreement between the Government of the United States of America and the [Insert applicable foreign country] Concerning a Foreign Military Financing	
This Agreement made and entered into as of the day of is betw	ween the
Government of [Insert applicable foreign country] and the Government of the United	States of

America ("U.S. Government"), (collectively referred to as the "Parties"). For [Insert applicable foreign country], this Agreement will be implemented by the _______. For the U.S. Government, this Agreement will be implemented by the Defense Security Cooperation Agency ("DSCA") of the Department of Defense ("DoD").

Whereas, the Government of [Insert applicable foreign country] desires to enter into Foreign Military Sales ("FMS") purchase contracts ("Purchase Agreements") with U.S. Military Departments and Agencies of DoD for the purchase of defense articles, defense services, and design and construction services of United States origin (with regard to articles and services financed hereunder, hereinafter collectively referred to as "Defense Items");

Whereas, the Government of [Insert applicable foreign country] has requested a direct loan from the U.S. Government to exercise its authority pursuant to Section 23 of the Arms Export Control Act (AECA), as amended (22 USC Section 2763) and with funds appropriated under [Insert appropriate citation to the appropriations authority] to provide a direct loan to cover costs associated with FMS Purchase Agreements agreed to by the Government of [Insert applicable foreign country] and DSCA; and

Whereas, it has been determined that the aforesaid requested direct loan will facilitate the purposes of the AECA.

Now Therefore, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

SECTION 1 - COMMITMENT

- 1. Subject to the terms and conditions of this Agreement, the U.S. Government agrees to provide to the Government of [Insert applicable foreign country], in a period of no greater than XX months from the date of this agreement (by the ____day of _____), an aggregate principal amount not to exceed X billion, X million dollars (U.S. \$X) (hereinafter called the "Direct Loan Proceeds"), to be disbursed in whole or in part to finance FMS Purchase Agreements requested by the Government of [Insert applicable foreign country].
- 2. Before the U.S. Government provides such funds hereunder, the Government of [Insert applicable foreign country] shall execute and deliver to the DSCA a single promissory note ("Note") substantially in the form attached hereto as Annex I.
- 3. The Direct Loan Proceeds shall be available only to finance the purchase of Defense Items by the Government of [Insert applicable foreign country] pursuant to FMS Purchase Agreements, known as Letters of Offer and Acceptance ("LOA"), approved for such financing by DSCA. Direct Loan Proceeds shall not be available to fund any Direct Commercial Sale. [Remove this sentence if country is DCS eligible]
- 4. Procedures for obtaining DSCA approval to finance an FMS Purchase Agreement with Direct Loan Proceeds are attached hereto as Exhibit A. The Government of [Insert applicable foreign country] shall submit each request to utilize Direct Loan Proceeds to finance an FMS Purchase Agreement to DSCA in writing according to the procedures outlined in Exhibit B. The authorization from DSCA shall specify the case identifier assigned by DSCA to, and the amount of financing authorized for, the approved FMS Purchase Agreement. The U.S. Government has sole discretion whether to allow use of Direct Loan Proceeds to fund an FMS Purchase Agreement.

5. The outstanding balance of the Direct Loan Proceeds disbursed in accordance with Section 1.6 shall accrue interest at a fixed rate of X%, compounded semi-annually. The Note specifies the accrue rate, establishes how interest compounds, and specifies the number of repayment installments for Direct Loan Proceeds.

6. Disbursements:

- a. Upon execution of the Note (Annex I), DSCA may make funds available to the Government of [Insert applicable foreign country] by loading the Direct Loan Proceeds from the U.S. Department of Treasury to its financial system using the FMF Direct Loan Financing Account (11X4122).
- b. Upon DSCA's receipt of 1) a signed and accepted FMS Purchase Agreement and 2) a signed Annex II, if DSCA approves such request to use Direct Loan Proceeds to fund an FMS Purchase Agreement, the DoD Defense Finance and Accounting Service (DFAS) shall request that Direct Loan Proceeds, in whole or in part, be disbursed from DSCA's financial system into the Government of [Insert applicable foreign country] Foreign Military Sales (FMS) Trust Fund Account (9711X8242))
- c. Interest shall begin to accrue on disbursed amounts of Direct Loan Proceeds on the date such funds are disbursed into [Insert applicable foreign country]'s FMS Trust Fund Account.
- d. Direct Loan Proceeds that are not disbursed into [Insert applicable foreign country]'s FMS
 Trust Fund Account prior to X year(s) from the date of this Agreement, (the ____day of
 ____) shall be no longer available to the Government of [Insert applicable foreign
 country] to purchase Defense Items via FMS Purchase Agreements.
- e. The U.S. Government reserves the right to disapprove the Government of [Insert applicable foreign country] request to disburse Direct Loan Proceeds or use previously disbursed Direct Loan Proceeds to fund a signed FMS Purchase Agreement. In the event that the Government of [Insert applicable foreign country] request to fund a specific FMS Purchase Agreement with Direct Loan Proceeds is not approved such that no Direct Loan Proceeds are used to fund the signed FMS Purchase Agreement, the act of signing the specific FMS Purchase Agreement will have no bearing on the amount of principal owed or interest accrual.
- f. In order to request a disbursement of Direct Loan Proceeds, the Government of [Insert applicable foreign country] must provide the U.S. Government a signed FMS Purchase Agreement and signed Request for Advance Funds Annex II 20 calendar days prior to the day that the undisbursed balance cancels.

SECTION 2 - REPAYMENT AND ASSIGNABILITY

- 1. [Insert applicable foreign country] hereby agrees to repay the U.S. Government the principal of the direct loan and interest on such principal made under this Agreement in accordance with the terms of this Agreement and the Note. All payments of principal and interest shall be made in immediately available funds of lawful money of the United States of America, as provided in Annex III Repayment Procedures, hereof.
 - a. The date of payment under this Agreement shall be the date the U.S. Government's bank account is credited with the payment. The U.S. Government shall notify the Government of [Insert applicable foreign country] when such bank account is credited.

- b. The repayment period is the total amount of time allotted to execute and repay the Direct Loan Proceeds and interest. The repayment period begins on the calendar day that this Agreement is signed by the Parties and shall not exceed a total of 12 years.
- c. The payment schedule reflects the total amount of Direct Loan Proceeds borrowed and interest projected to accrue over the 12-year repayment period. [Insert applicable foreign country] may elect to utilize a grace period on the repayment of principal of up to one (1) year from the calendar day of the first disbursement of Direct Loan Proceeds into [Insert applicable foreign country] FMS Trust Fund Account. The payment schedule may be adjusted over time to account for changes in the amount or timing of funds borrowed and disbursed over time.
- d. If, by the final date specified in Section 1.6(d) hereof, the Government of [Insert applicable foreign country] has not availed itself of the entire amount of the Direct Loan Proceeds, the installments of principal in the schedule shall be reduced and a new principal and interest schedule shall be provided in line with the agreed upon schedule in the Attachment to Annex I, reduced only for principal volume.
- e. Disbursed Direct Loan Proceeds that have been returned from an FMS Purchase Agreement may be used by the Government of [Insert applicable foreign country] to make payments of principal and interest which it owes to the U.S. Government under this Agreement.
- 2. Whenever any payment under the Note is due on a Saturday, Sunday, or a day on which the DoD is not open for business, such payment shall be made on the first day thereafter on which the DoD is open for business, and such extension of time shall be included in computing interest in connection with such payment.
- 3. If [Insert applicable foreign country] fails to make payment within 15 calendar days after the due date on any installment of principal or interest under the Note and schedule, the amount payable shall be the overdue installment of principal or interest, plus interest thereon at the rate specified in the Note and this Agreement, from the due date to the date of payment. A payment received 15 calendar days before or after the payment due date is considered on time and has no bearing on interest accrual. Any additional accrued interest resulting from an overdue payment received more than 15 days after payment due date shall be immediately added to the entire outstanding balance, and all payment amounts for the remaining installments shall be adjusted accordingly. If [Insert applicable foreign country] prepays principal more than 15 calendar days before the payment due date, the entire outstanding balance shall be immediately credited, and new payment amounts for all of the remaining installments that follow the earliest payment due date will be calculated.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

- 1. The U.S. Government has entered into this Agreement and will make the direct loan provided for herein on the basis of the following representations and warranties by [Insert applicable foreign country]:
 - a. [Insert applicable foreign country] has full power, authority and legal right to incur the indebtedness contemplated in this Agreement on the terms and conditions contained herein, and to execute, deliver and perform this Agreement and the Note;
 - b. The execution, delivery and performance of this Agreement and the Note will not violate any provisions of, and have been duly and validly authorized under, the laws of [Insert applicable foreign country], and all actions necessary to authorize the borrowings hereunder and the

- execution, delivery and performance of this Agreement and the Note have been duly taken; and
- c. This Agreement has been, and the Note when issued will be, duly executed and delivered by persons duly authorized, and this Agreement constitutes, and the Note when issued will constitute, the valid, legal and binding obligation of [Insert applicable foreign country], enforceable in accordance with their respective terms.

SECTION 4 - CONDITIONS OF LENDING

- 1. The obligation of the U.S. Government to make advances hereunder is subject to the conditions precedent that, prior to the first disbursement, it has received, satisfactory to it in form and substance:
 - a. Evidence of the authority of each person who:
 - i. signed this Agreement on behalf of the Government of [Insert applicable foreign country],
 - ii. signed or will sign a Note, and
 - iii. will sign on behalf of [Insert applicable foreign country], any notices, or other documents contemplated by this Agreement. Evidence of this authority shall be in the form of the letter at Annex IV- Delegation of Authority; and
 - b. The Note executed by the duly authorized representatives of the Government of [Insert applicable foreign country].
- 2. The obligation of the U.S. Government to make any disbursements of Direct Loan Proceeds hereunder is subject to the further conditions precedent that:
 - a. No event of default within the meaning of Section 6 hereof shall have occurred;
 - b. DSCA shall have received a Note executed by the duly authorized representatives of the Government of [Insert applicable foreign country] and prepared in accordance with the procedures for disbursement of Direct Loan Proceeds;
 - c. All legal matters incident to the Note and this Agreement shall be satisfactory to the General Counsel of the DSCA; and
 - d. All financial matters incident to the Note and this Agreement shall be satisfactory to the Chief Financial Officer of DSCA.

SECTION 5 - COVENANTS

- 1. [Insert applicable foreign country] covenants and agrees that from the date of this Agreement and so long as any amounts remain unpaid on the Note or otherwise under this Agreement:
 - a. All payments of principal and interest on the Note and any other fees and expenses shall be made free and clear of, and without deduction for, any and all taxes, levies, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected or assessed with respect thereto, by or with respect to [Insert applicable foreign country] or any authority thereof or therein;

- b. Any claim which it may now or hereafter have against any person, corporation or other entity (including without limitation, the U.S. Government, including DoD, DSCA, DFAS, and any supplier of Defense Items) in connection with any transaction, for any reason whatsoever, shall not affect the obligation of [Insert applicable foreign country] to make the payments required to be made to the U.S. Government under this Agreement or the Note, and shall not be asserted as a defense to the payment of such obligation or as a setoff, counterclaim, or deduction against such payments;
- c. [Insert applicable foreign country] shall pay all taxes, now or hereafter in effect, imposed in connection with this Agreement or the Note by any government other than the U.S. Government with its national funds, with no bearing on the full amounts due the U.S. Government under this Agreement and the Note, and will save and hold harmless any holder of the Note from all losses or liabilities resulting from any delay or omission to pay such taxes;
- d. Any legal action or proceeding against [Insert applicable foreign country] by the U.S. Government with respect to this Agreement or the Note may be brought in the Courts of the District of Columbia or in the United States District Court for the District of Columbia or in the courts of [Insert applicable foreign country], as the U.S. Government may elect, and by execution and delivery of this Agreement, [Insert applicable foreign country] submits to each jurisdiction. In the case of the Courts of the District of Columbia or of the United States District Court for the District of Columbia, [Insert applicable foreign country] consents to the service of process out of said courts by mailing copies of such process by registered United States mail, postage prepaid, to it at its addresses set forth in Section 7.2(a) and (b) hereof.

SECTION 6 - DEFAULTS

- 1. A condition of default shall exist upon the occurrence of any of the following events:
 - a. If [Insert applicable foreign country] fails for a period of thirty calendar days after installment payment due date to make payment of principal or interest on the Note in an amount that is equal to or greater than the amount due;
 - b. If a default shall have occurred on any other direct loan to [Insert applicable foreign country] by DSCA, a holder of the Note, or the U.S. Government or any agency thereof;
 - c. If any representation or warranty made by [Insert applicable foreign country] or any certification of [Insert applicable foreign country] required herein proves to be at any time incorrect in any material respect;
 - d. If [Insert applicable foreign country] defaults in the performance of any other provision in this Agreement, and such default shall continue unremedied for thirty calendar days after written notice thereof shall have been given to [Insert applicable foreign country].
- 2. Upon any default event described in this Section, the holder of the Note may declare immediately due and payable the net present value of all unpaid principal and interest payments due under the Note and any other note or other indebtedness of [Insert applicable foreign country] held by the holder of the Note and thereupon such amount shall become immediately due and payable without protest, presentment, notice or other demand of any kind, all of which are hereby expressly waived by [Insert applicable foreign country], and if such event occurs before the full amount of the Direct Loan Proceeds has been disbursed or before any other commitment of the holder of the

Note to [Insert applicable foreign country] has been fulfilled, the holder of the Note may terminate or suspend such disbursements and commitments. [Insert applicable foreign country] shall pay all costs and expenses, including attorney fees incurred in the collection of amounts due hereunder after default.

- 3. Upon any default event described in this section, the U.S. Government may also elect to unilaterally terminate any or all existing FMS Purchase Agreements funded with Direct Loan Proceeds.
- 4. Upon any default event described in this section,
 - a. delivery of any assets purchased with Direct Loan Proceeds for which title has transferred to the Government of [Insert applicable foreign country] but physical possession of such assets has not yet been provided to the custody of the Government of [Insert applicable foreign country] may be immediately suspended by DSCA and physical custody of such Defense Items may remain with or be returned to the U.S. Government until the default is remedied by [Insert applicable foreign country] to the Credit Facilitator's satisfaction.
 - b. any assets purchased with Direct Loan Proceeds for which title has not transferred to [Insert applicable foreign country] and that are in the possession of the U.S. Government, or the U.S. Government's contractor or agent, including any assets in transit to the Government of [Insert applicable foreign country], may be sold by the U.S. Government to a third party, in a suitable manner determined by DSCA, to maximize the recovery to the U.S. Government. If [Insert applicable foreign country] default causes the U.S. Government to incur any additional storage, shipping, or administrative costs for assets purchased with Direct Loan Proceeds, the responsibility for any such additional costs shall reside with [Insert applicable foreign country]. The proceeds from any recovery activity by DSCA, subtracting any administrative costs incurred by the U.S. Government to liquidate the assets, shall be credited against the amount that is currently due.

SECTION 7 - MISCELLANEOUS

- 1. No omission or delay on the part of the U.S. Government in exercising any right hereunder shall operate as a waiver of such right or any other right hereunder. The rights and remedies prescribed herein are cumulative and not in limitation of or substitution for other rights or remedies of the U.S. Government.
- 2. Any notice, demand or other communication hereunder shall be deemed to have been given if in writing and actually delivered at the addresses shown below:

a.	. In the case of the Government of [Insert applicable foreign country]:		
b.	In the case of the U.S. Government:		
	Director, Defense Security Cooperation Agency		
	201 12th St South, Suite 203		
	Arlington VA 22203-5408		

Or to such other addresses as may be specified in writing.

- 3. Notwithstanding Section 1.3 hereof, after the Direct Loan Proceeds fund an FMS Purchase Agreement, if Direct Loan Proceeds are returned from the funded FMS Purchase Agreement, any returned proceeds shall be available to fund FMS Purchase Agreements or make payment of principal and interest to the U.S. Government under any direct loan made or loan guaranteed pursuant to the Arms Export Control Act.
- 4. This Agreement and the Note issued thereunder shall be construed and interpreted in accordance with the laws of the United States of America, and if none are applicable, with those of the District of Columbia, United States of America. This agreement is a binding contract under United States domestic law and is not an international agreement.
- 5. This Agreement shall be binding upon and for the benefit of [Insert applicable foreign country] and the U.S. Government and their respective successors and assignees, except that [Insert applicable foreign country] may not assign its rights or obligations hereunder without the prior written consent of the DSCA. All agreements, covenants, representations and warranties made herein shall survive the delivery of the Note and the making of the advances hereunder.
- 6. Nothing in this agreement shall be construed as a waiver of the sovereign immunity, or any other privileges and immunities, of the United States.
- 7. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute a single instrument. Annexes I, II, III, and IV attached hereto are by this reference made a part of this Agreement.
- 8. All notices, demands, or other communications given under this Agreement, unless submitted in the English language, shall be accompanied by an English translation and such translation shall govern. The cost of any translation shall be borne by [Insert applicable foreign country].
- 9. In case any one or more of the provisions contained in this Agreement or the Note shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired. This Agreement or the Note may be amended only with the mutual written consent of the Parties.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives on the day and year first above written.			
Government of			
Ву			
Minister of Finance			
Government of the United States of America			
Ву			
Director, Defense Security Cooperation Agence	су		

16. Update **Appendix 6** note "Status of Forces Agreement (SOFA)" note usage per below:

• Current wording:

Mandatory for FMS and BPC LOAs when the DSCA General Counsel indicates a Status of Forces Agreement (SOFA) or SOFA-like agreement exists that is pertinent to the case.

Mandatory for Amendments and Modifications when the note was not previously included on the case and the DSCA General Counsel indicates a SOFA or SOFA-like agreement exists that is pertinent.

• Revised wording:

Mandatory for FMS and BPC LOAs when the DSCA General Counsel indicates a Status of Forces Agreement (SOFA) or SOFA-like agreement exists that is pertinent to the case.

Mandatory for Amendments and Modifications when the note was not previously included on the case and the DSCA General Counsel indicates a SOFA or SOFA-like agreement exists that is pertinent or unless the latest version of the note is not on the Implemented Version.

17. The following Policy Memo statuses are updated as shown:

POLICY MEMO #	CURRENT STATUS	UPDATED STATUS
	SUPERSEDED	
DSCA I-99- 008500	There are no SAMM Changes as a result of this Policy Memo Reference DoD FMR Vol 15, Ch. 2, Para 4.0	RESCINDED Reference DoD FMR Vol 15, Ch 2 and DoD FMR Vol 15, Ch 3.
	and DoD FMR Vol 15, Ch. 3, Para 12.2.	
DSCA I-00- 006952	ACTIVE There are no SAMM Changes as a result of this Policy Memo.	SUPERSEDED This policy memo has been superseded by DSCA 07-01 which was incorporated into Section C5.2.1.3.
		SUPERSEDED
DSCA 01-04	ACTIVE	This policy memo has been superseded by the 2003 SAMM Rewrite.
<u>D3CA 01-04</u>	There are no SAMM Changes as a result of this Policy Memo.	The Defense Contract Management Agency's Implementing Agency code "F" has been integrated into Chapter 5.
	ACTIVE	RESCINDED
DSCA 01-17	Policy changes from this SAMM E-Change memo were incorporated into the SAMM	This policy memo is rescinded. No cases were created/implemented in accordance with this memo.
	ACTIVE	RESCINDED
DSCA 02-04	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is rescinded. The initiative was deemed obsolete and not implemented.
		ACTIVE
DSCA 02-14	ACTIVE There are no SAMM Changes as a result of this Policy Memo.	There are no SAMM Changes as a result of this Policy Memo.
		Contract Administrative Surcharge rates are updated in Chapter 9.
	ACTIVE	SUPERSEDED
DSCA 03-17	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is superseded by the 2003 SAMM rewrite.
		ACTIVE
<u>DSCA 04-02</u>	ACTIVE Policy changes from this SAMM E-Change memo were incorporated into the SAMM.	SAMM update in memo body has been superseded by the 2012 SAMM Rewrite
		Attachments are active.
		References Chapter 9.
	ACTIVE	RESCINDED
DSCA 04-33	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is rescinded by DSCA 13-37

POLICY MEMO #	CURRENT STATUS	UPDATED STATUS
	ACTIVE	INCORPORATED
DSCA I-05-00438	There are no SAMM Changes as a result of this Policy Memo.	This policy memo was incorporated into Table C9.T4. by DSCA 22-53
		ACTIVE
DSCA 05-23	SUPPLEMENTED This policy memo has been supplemented by DSCA 06-11.	Attachments 1 and 2 are rescinded in accordance with business rules as of August 2023. Attachment 3 is active with a supplement by DSCA 06-11 for the investment deposit calculation dates. Attachment 4 is superseded by DSCA 06-11. Attachments 5 and 6 have expired.
	ACTIVE	RESCINDED
DSCA 09-08	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is rescinded. No cases were created/implemented in accordance with this memo.
	ACTIVE	RESCINDED
DSCA 09-22	There are no SAMM Changes as a result of	This policy memo is rescinded by DSCA 18-37.
	this Policy Memo. This policy memo rescinds DSCA 08-39.	This policy memo rescinded DSCA 08-39.
	ACTIVE	SUPERSEDED
DSCA 11-24	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is superseded by DSCA 13-
	ACTIVE	SUPERSEDED
<u>DSCA 11-47</u>	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is superseded by DSCA 13-
		RESCINDED
<u>DSCA 12-06</u>	ACTIVE There are no SAMM Changes as a result of this Policy Memo.	DSCA 11-04 incorporated MDA as an Implementing Agency into the SAMM. Roles/responsibilities for THAAD provided in the memo are managed by MDA.
	ACTIVE	SUPERSEDED
DSCA 12-36	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is superseded by DSCA 13- 37
		INCORPORATED
DSCA 42-27	ACTIVE This policy memo rescinds DSCA 06-14. Referenced by DSCA 12-53.	Policy changes from this SAMM E-Change memo have been incorporated into the SAMM.
<u>DSCA 12-37</u>		FMR Changes have been incorporated into the DoD FMR Vol 15.
		This policy memo rescinds DSCA 06-14.
		Referenced by DSCA 12-53.

POLICY MEMO #	CURRENT STATUS	UPDATED STATUS
	ACTIVE	SUPERSEDED
DSCA 13-32	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is superseded by DSCA 13- 37
	ACTIVE	
	There are no SAMM Changes as a result of this Policy Memo.	RESCINDED This policy memo is rescinded. The SCO
DSCA 13-40	This policy memo supersedes DSCA 01-19.	Handbook is now located at:
	Handbook now located at: https://www.dsca.mil/foreign-military- sales-trust-fund-administrative-surcharge- account-handbook-security-cooperation.	https://www.dsca.mil/foreign-military-sales- trust-fund-administrative-surcharge-account- handbook-security-cooperation.
	ACTIVE	
DSCA 13-4 <u>5</u>	There are no SAMM Changes as a result of this Policy Memo.	SUPERSEDED This policy memo is superseded by DSCA 16-
	DSCA 19-23 updates the FMS admin surcharge rate noted in this memo.	45.
	ACTIVE	INCORPORATED
DSCA 15-45	There are no SAMM Changes as a result of this Policy Memo.	This policy memo was incorporated into Chapter 15 by DSCA 15-20
	ACTIVE	ACTIVE
DSCA 15-53	There are no SAMM Changes as a result of this Policy Memo.	ACTIVE References DSCA 12-10, which has been superseded by DSCA 12-14.
	References DSCA 12-10.	
	ACTIVE	INCORPORATED
DSCA 16-13	Policy changes from this SAMM E-Change memo have been incorporated into the SAMM.	Policy changes from this SAMM E-Change memo have been incorporated into the SAMM.
	Policy guidance in attachment B is Active.	Policy guidance in attachment B is incorporated into the DoD FMR Vol 15.
		ACTIVE
DSCA 18-25	ACTIVE There are no SAMM Changes as a result of this Policy Memo.	References DSCA 17-53, that previously stated the Counter-ISIL Equipment Fund (CTEF) programs would be managed in the L609 account; however, this memo is corrective in that it establishes a separate account for CTEF.
		There are no SAMM Changes as a result of this Policy Memo.

POLICY MEMO #	CURRENT STATUS	UPDATED STATUS
	ACTIVE	
	Implementation instructions (Attachment A) and DoD FMR updates (Attachment B) are Active.	INCORPORATED
DSCA 18-37		Attachment A is incorporated into Chapter 9.
	Policy changes from this SAMM E-Change (Attachment C) memo have been Incorporated into the SAMM.	Attachment B is incorporated into the DoD FMR Vol 15
		ACTIVE
	ACTIVE	There are no SAMM Changes as a result of this Policy Memo.
DSCA 18-50	There are no SAMM Changes as a result of this Policy Memo.	This memo will remain active until the completion of specific Building Partner Capacity programs – Iraq Train and Equip Fund, Counter-ISIS Train and Equip F, and Afghanistan Security Forces Fund.
	ACTIVE	INCORPORATED
DSCA 19-10	Policy changes from this SAMM E-Change memo have been incorporated into the SAMM.	Policy changes from this SAMM E-Change memo have been incorporated into the SAMM.
	Policy Guidance in Attachment 2 is Active.	Report template in attachment 2 can be found at Chapter 6.
	ACTIVE	
	Memo contains policy guidance not incorporated into the SAMM (Attachment A).	RESCINDED
DSCA 20-20	Policy changes from the E-Change (Attachment B) have been incorporated into the SAMM.	This policy memo is rescinded by DSCA 23-14. References DSCA 19-39.
	References DSCA 19-39.	
	ACTIVE	INCORPORATED
DSCA 20-22	There are no SAMM Changes as a result of this Policy Memo.	This policy memo was incorporated into Chapter 9.
	References DSCA 13-41	Chapter 9.
	ACTIVE	RESCINDED
DSCA 20-57	There are no SAMM Changes as a result of this Policy Memo.	This policy memo was incorporated into the DoD FMR Vol 15, Ch 1.
	ACTIVE	RESCINDED
DSCA 20-71	There are no SAMM Changes as a result of this Policy Memo.	This policy memo is rescinded. TAS 11X1088 has been closed out and no longer reported on the SAA financial statements.

POLICY MEMO #	CURRENT STATUS	UPDATED STATUS
	ACTIVE	SUPERSEDED
DSCA 20-83	Policy Changes from this SAMM E-Change memo have been incorporated into the SAMM. Policy guidance in Attachments 2 and 3 are Active.	SAMM Change has ben superseded by DSCA 23-09. Attachment 2 is incorporated into the DoD FMR Vol 3, Ch 8. Attachment 3 has been updated and is maintained by DSCA CMP A&R — dsca.ncr.obo.mbx.dar-q@mail.mil
DSCA 21-07	ACTIVE	SUPERSEDED
	Policy changes from this SAMM E-Change memo have been incorporated into the SAMM.	The SAMM E-Change in Attachment 1 has been superseded by DSCA 23-09 (Reissuance of Chapter 14).
	Policy Guidance in Attachment 2 and 3 is Active.	Attachment 2 and 3 are maintained by OUSD(C) at: https://comptroller.defense.gov/ODCFO/sfis/
DSCA 21-49	ACTIVE	RESCINDED
	There are no SAMM Changes as a result of this Policy Memo.	This Policy memo is rescinded by DSCA 23-14.
	References DSCA 20-20.	References DSCA 20-20.
DSCA 22-42		ACTIVE
	ACTIVE There are no SAMM Changes as a result of this Policy Memo. Guidance in Attachment is Active. References DSCA 22-03 and DSCA 20-86.	There are no SAMM Changes as a result of this Policy Memo.
		Guidance in Attachment is Active until the completion of the shut down of Afghanistan Security Forces Fund (ASFF).
		References DSCA 22-03 and DSCA 20-86.
DSCA 22-51		ACTIVE
	ACTIVE There are no SAMM Changes as a result of this Policy Memo. References DSCA 19-03 and DSCA 20-12.	There are no SAMM Changes as a result of this Policy Memo.
		This memo will remain active until all unobligated Pakistan Counterinsurgency Capability Funds are returned.
		References DSCA 19-03 and DSCA 20-12.