



DEFENSE SECURITY COOPERATION AGENCY

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SUBJECT: Defense Security Cooperation Agency Policy Memorandum 24-08, Foreign Military Sales Letter of Offer and Acceptance Scope, Amendments, and Modifications [SAMM E-Change 506]

This memorandum updates the Security Assistance Management Manual (SAMM) to clarify appropriate use of Amendments and Modifications for Foreign Military Sales (FMS) cases. Further, when making changes to a case, this memorandum explains that Implementing Agencies (IAs) are responsible for reviewing Administrative Surcharge rates on lines to determine whether new lines are required to reflect the current rate.

FMS cases may be amended or modified to accommodate program and pricing changes needed throughout the case life cycle. When incorporating these changes, the IA must review the scope of the case to determine whether the proposed change or changes require use of an Amendment or a Modification. The definitions of scope for Defined Order, Blanket Order, and Cooperative Logistics Supply Support Arrangements cases are further clarified.

The policy in the attachment is incorporated into the DSCA Security Assistance Management Manual (SAMM) at <https://samm.dsca.mil> as E-Change 506. For questions on this policy, please contact DSCA (Office of Strategy, Plans, and Policy, Execution Policy and

Analysis Directorate (SPP/EPA)) at dsca.ncr.spp.mbx.epa@mail.mil. Please reference the DSCA Policy Number and Memo Subject.

A handwritten signature in black ink, appearing to read 'DF', with a small dot at the end of the signature.

David Ferrari
Assistant Director
Strategy, Plans, and Policy

Attachment: Security Assistance Management Manual E-Change #506

Security Assistance Management Manual E-Change #506

Foreign Military Sales Letter of Offer and Acceptance Scope, Amendments, and Modifications

1. Update SAMM Section C5.4.3. to:

C5.4.3. Types of Foreign Military Sales Cases. The ~~standard~~ three types of FMS cases are Defined Order, Blanket Order, and **Cooperative Logistics Supply Support Arrangement (CLSSA)**. Each FMS case is managed by one IA and is developed with one primary purpose (e.g. major end-item acquisition/program or category of support such as training or sustainment to a program). ~~These cases generally allow~~ DoD utilizes the FMS program to provide FMS purchasers the same ~~kinds types~~ of defense articles and services used by U.S. forces. Defined Order and Blanket Order cases ~~are also routinely~~ may also be used to provide hardware or services to support commercial ~~end items~~, and obsolete end items (including end items that have undergone system support buy outs), ~~and selected non-U.S. origin military equipment~~. To accommodate changes to an FMS case, the IA must review scope to determine whether to prepare an Amendment, Modification, or a new basic LOA. Scope changes to a case are determined at the line level, including associated case notes. See [Section C6.7.](#) on Amendments and Modifications.

C5.4.3.1. Defined Order Cases or Lines. Defined Order cases or lines are ~~commonly~~ used for the sale of items that require item-by-item security control throughout the sales process or that require separate reporting. ~~Implementing Agencies may also choose to use Defined Order cases or case lines if internal mechanisms require this practice.~~ Items to be provided are stated explicitly on the LOA and include specific quantities ~~(articles)~~ or Months (MOS) ~~periods of performance (services).~~ ~~Scope is limited to the quantity of items or described services including specific performance periods listed on the LOA.~~ ~~The IA places the orders with companies that manufacture the equipment or provide the requested service.~~

C5.4.3.1.1. Scope on Defined Order Cases or Lines. Scope for Defined Order materiel lines is limited to the original quantity of items listed in the LOA. Scope for Defined Order service lines is limited to the MOS on the line and description/category of service on the line, in the case notes, and within the Manpower Travel Data Sheet (MTDS) (including work-years). Any service provided by the Defense Transportation System (DTS) is included as part of the scope of the case. See [Table C6.T7.](#) for additional guidance regarding allowable changes on Modifications.

C5.4.3.1.1.2. Items Provided on Defined Order Cases or Lines. ~~Major Defense Equipment (MDE), Significant Military Equipment (SME), and the~~ related initial support package~~;~~, explosives~~;~~ (including munitions)~~;~~, specific services~~;~~, classified materiel (e.g., software), a Security Risk Category ([Section C7.15.](#)), and Technical Data Packages (TDPs) are types of items ~~normally~~ generally provided under Defined Order cases. Defined Order cases or lines may also be used to provide specific services that are designated for a specific period of time. MDE ~~and~~ SME items must be identified clearly on the LOA with specific

quantities ~~on its own separate lines~~ and ~~must ean~~not be embedded in a line coded as ~~non-SME~~ or non-MDE. Defined Order cases ~~ean~~ may also include Blanket Order non-MDE lines when no specific ~~period-of-performance~~ MOS or quantity is identified for the support on those lines, and the intent is to use the lines until funds are exhausted.

C5.4.3.1.23. Items Not Provided on Defined Order Cases or Lines. Relatively minor, non-SME items that do not require ~~intensive~~ item-by-item control are not ~~normally typically~~ provided on Defined Order cases or lines, except as part of an initial support package for a system or major end item. (~~a~~An end item is ~~defined as~~ an assembled article ~~ready that has been fully manufactured~~ for its intended use. Only ammunition, fuel, or another energy source is required to place it in an operating state.)

C5.4.3.2. Blanket Order Cases or Lines. Blanket Order cases or lines are used to provide categories of items or services (normally to support one or more end items) with no definitive listing of items, ~~or~~ quantities, or MOS with the intent to use the lines until funds are exhausted. ~~Separate Blanket Order lines are required for each category of item. Scope is limited to the specified item or service categories, and the purchaser specifies the case or line dollar value. The purchasers normally submit their own requisitions.~~ Blanket Order lines may be added to Defined Order cases for initial support. However, it is preferred that these requirements to be developed as stand-alone Blanket Order cases for continued life-cycle sustainment. The preferred method is for FMS purchasers to submit requisitions through the Security Cooperation Information Portal (SCIP).

C5.4.3.2.1. Scope on Blanket Order Cases or Lines. Scope on Blanket Order cases or lines is limited to the specified categories of items or services and the FMS purchaser-specified case or line dollar value on the LOA. Any service provided by DTS is included as part of the scope of the case.

C5.4.3.2.12. Items Provided on Blanket Order Cases or Case Lines. Types of unclassified, non-SME items or services that can be provided on Blanket Order cases or lines include spares and repair parts (consumables and repairables), support equipment (tools, test equipment), supplies (fuel, personnel items, commercial consumable items), maintenance (repair, rebuild, minor modifications or alterations), technical assistance (specialist advice or actions, ~~site survey teams~~, system integration, item checkout, systems evaluation, study groups to develop engineering requirement plans, technical assistance teams), ~~training~~, publications (forms, catalog data, technical order manuals, stock lists, reports, books, maps), unclassified software, and training aids. ~~Training (both unclassified and classified) may be placed on Blanket Order training cases or case lines. Classified training must be included in a separate classified training line. Classified publications, including technical manuals and reports, may be included on Blanket Order lines, however the line and corresponding line note must be developed in accordance with if the following conditions are met as shown in Table C5.T7.~~

C5.4.3.2.23. Items Not Provided on Blanket Order Cases or Lines. Classified material, MDE, SME, commercial items more readily provided from in-country (e.g., lumber, sand, gravel, household goods), TDPs, and ozone depleting substances are not

provided on Blanket Order cases or lines. Refer to <https://www.epa.gov/ozone-layer-protection> for information on ozone depleting substances.

C5.4.3.3. Cooperative Logistics Supply Support Arrangements. CLSSAs provide for pre-stock and storage of DoD-stocked non-SME items that are needed and used by the FMS purchaser on a recurring basis. CLSSA LOAs reflect support for end items with no definitive listing of items or quantities, although items and quantities may be negotiated with the FMS purchaser as part of the CLSSA management process. CLSSA programs consist of two separate cases: 1) a Foreign Military Sales Order (FMSO) I case, and 2) a FMSO II case. The FMSO I case provides for the purchase and sustainment of spare and repair parts in DoD inventory; and is not used to provide any defense articles to the FMS purchaser. The FMSO II case is used by the FMS purchaser to requisition those spare and repair parts to replenish the purchaser's in-country stock. ~~Scope is limited by the LOA description of end items to be supported and dollar values of the FMSO I and II cases.~~ FMSO I and II dollar values are based on the cost of forecasted requirements for the anticipated period of support; and should not include specific MOS. The purchaser normally submits requisitions through ~~the MILDEP Case Manager or~~ SCIP. The IA will provide specific guidance in a case note if the IA's procedure varies from those listed in this section. See [Section C6.4.3.2.](#) for more information on ~~the CLSSA process~~ CLSSAs.

C5.4.3.3.1. Scope on Cooperative Logistics Supply Support Arrangements Cases. Scope for CLSSA cases is limited by the LOA description of end items to be supported and dollar values of the FMSO I and FMSO II cases. Any service provided by the DTS is included as part of the scope of the case.

C5.4.3.3.12. Items Provided on Cooperative Logistics Supply Support Arrangements Cases. Centrally stocked or centrally managed spare and repair parts of defense systems common to FMS purchaser and U.S. forces are provided on CLSSA cases. CLSSA item eligibility is based on the Acquisition Advice Code (AAC), ~~except as noted in Section C5.4.3.3.3. See Section C6.4.3.2.8. which identifies an item as centrally managed or centrally stocked.~~

C5.4.3.3.23. Items Not Provided on Cooperative Logistics Supply Support Arrangements Cases. MDE, SME, Excess Defense Articles (EDA), parachutes, explosive ordnance items, commercial items of materiel more readily provided from in-country, controlled medical items, modification kits, ozone depleting substances, ~~technical data packages~~ TDPs or other similar documentation that conveys manufacturing process information, publications, tool sets, cryptographic equipment, classified materiel, ~~or~~ and initial spare parts are not provided on CLSSA cases even when they are identified by an eligible AAC.

C5.4.3.4. Classified Letters of Offer and Acceptance. LOAs are classified only in rare circumstances. Classified LOA data (~~LOAD~~) cannot be entered into DSAMS. LOAs may be classified only when the classification is directed, or the FMS purchaser's request for classification is approved; by the Department of State (State), the Secretary of Defense or his or her designees to include the Director, DSCA. If a case is approved to be classified, the FMS purchaser will be responsible for all costs associated with the development and

execution of the case in a classified environment. See [Table C9.T2a.](#) for a list of manpower functions and their funding source.

2. Update Figure C5.F5. Row 2.e. to define MOS in the FMS LOA:

~~e. Availability lead time cited is the number of months (MOS) estimated for delivery of defense articles or performance of defense services. The lead time starts with implementation of this Offer, including the conclusion of appropriate financial arrangements, and ends when items are made available to transportation.~~ For FMS cases, the Months (MOS) on a Letter of Offer and Acceptance (LOA) line is the estimated time-period when the materiel or performance of services is available to the FMS Purchaser. For materiel, the MOS start and end is a numeric range determined to be when the materiel is available to the FMS Purchaser for transportation, or for delivery only when the materiel are to be delivered in-place. For basic cases not yet offered, calculation of the MOS for materiel begins with the Offer Expiration Date (OED). For implemented cases, calculation of the MOS for materiel begins with the actual implementation date of the basic case. When the OED or implementation date is between the 1st-15th of the month, it will define month one (1) as the given starting point. When the OED or implementation date is between the 16th-31st day of the month, it will define month one (1) as the following month. For services, the MOS field reflects a Month/Year range. For FMS cases, the MOS is not fixed to the obligation of funds. The MOS field is updated through Amendments or Modifications, as appropriate to update delivery expectations to the partner. (See [Chapter 15](#) for guidance on BPC cases.)

3. Update Figure C5.F6. Paragraph 9 to:

9. ~~SC/MOS/TA or Notes Supply Code/Months/Types of Assistance Code or Training Notes.~~ This column includes the ~~supply code~~ Supply Code (SC) (also referred to as the Source of Supply (SOoS) code), ~~defines the Months (MOS) the availability (estimated number of months from implementation to when items are available),~~ Type of Assistance (TA) code, and training notes. These terms are defined in the LOA Information attached to each LOA. See [Figure C5.F5.](#)

4. Update C5.4.7.5. to:

C5.4.7.5. Estimated Delivery Schedule. The ~~Months (MOS)~~ entry on the LOA for materiel lines provides the ~~estimated lead-~~ anticipated time ~~from the LOA implementation date to the delivery date of the materiel or to the dates when services are provided~~ period when the materiel is available to the foreign partner. See Figure C5.F5. for a definition of MOS. Implementing Agencies may provide an Estimated Delivery Schedule on all Defined Order materiel lines for in-country or continental United States (CONUS) deliveries. However, all MDE and SME lines will include an Estimated Delivery Schedule (by quarter), which must be consistent with the MOS for the line. This schedule will print out at the end of the LOA to provide the FMS purchaser a clearer picture of the anticipated deliveries for MDE and SME items. ~~A schedule of estimated in-country or Continental United States (CONUS) equipment deliveries by month is provided for major end items. When the purchaser's request or program schedules require that items not be delivered or services not by performed earlier than a specified date, this must be stated in the LOA notes.~~

5. Update “C6.7. Amendments and Modifications” through “C6.7.1.1. Use of an Amendment” and renumber accordingly:

C6.7. Amendments and Modifications

C6.7.1. Overview. Foreign Military Sales (FMS) cases may be amended or modified to accommodate certain changes. The Defense Security Assistance Management System (DSAMS) ~~should~~ **must** be used to prepare all Amendments and Modifications ~~unless the Amendment or Modification is classified. It is important that the purpose of the Amendment or Modification be identified on each case. It is not sufficient to state that the purpose is to increase or decrease funds or lead times without plainly stating the reason for the increase or decrease. The case reviewer, as well as the purchaser, must know the reasons why these actions are taking place on the case. Examples include: “This Amendment increases the estimated costs of line item 002 for additional requirements as requested by purchaser”; or “This Modification increases the estimated costs of line item 002 to cover price increases based on contractual requirements”. These are examples only; the Implementing Agency (IA) should identify the applicable reasons for the changes needed. [Note: Any portion of a Letter of Offer and Acceptance (LOA) document that is classified cannot be entered into DSAMS and must be prepared using an appropriate classified system/process.] See [Chapter 15](#) for guidance on Amendments and Modifications to Building Partner Capacity (BPC) cases.~~

C6.7.1.1. Scope. The scope of an FMS case is the key factor in determining whether to prepare an Amendment, Modification, or new LOA to accomplish a particular LOA change. [Section C5.4.3.](#) defines scope for Defined Order, Blanket Order, and Cooperative Logistics Supply Support Arrangement (CLSSA) cases. When the change would alter the purpose of the LOA (e.g. adding UH-60s to a F-35 case, or adding a frigate to a blanket order training case), the existing LOA should not be amended or modified. Rather, a new LOA for the new requirements should be developed.

C6.7.1.2. Case Description. The Implementing Agency (IA) must identify the purpose of the Amendment or Modification on the applicable LOA document in the case description, including the reason for the change. Reviewers of the LOA document, including the FMS purchaser, must have sufficient information about the reasons for the LOA change in order to evaluate whether such changes constitute a change in scope. Examples include: “This Amendment increases the estimated costs for additional requirements as requested by the purchaser” or “This Modification increases the estimated costs to cover price increases based on within-scope changes to the contractual requirements.” Specifically for LOA Modifications, the IAs must write a clear explanation why there are no changes in scope. See [the LOA Standardization Guide](#) for additional guidance. For Exception to Policy requests, see [Section C6.7.4.](#)

C6.7.12. Amendments.

C6.7.12.1. Use of an Amendment. ~~An Amendment is necessary when a change requires purchaser acceptance. The scope of the case is a key issue to consider in deciding whether to prepare an Amendment, Modification, or new Letter of Offer and Acceptance (LOA). In~~

defined order cases, scope is limited to the quantity of items or described services including specific performance periods listed on the LOA; in blanket order cases, scope is limited to the specified item or service categories, and the case or line dollar value. In Cooperative Logistics Supply Support Arrangements (CLSSAs), scope is limited by the LOA description of end items to be supported and dollar values of the Foreign Military Sales Order (FMSO) I and II cases. A scope change takes place when the original purpose of a case line or note changes. This may be reflected through either an increase or decrease in dollar value, quantity, or lead time. (See Section C6.7.2.3. on conditions for limited scope changes through concurrent modification.) An LOA note revision can also be considered a scope change if it alters the original purpose of the line or case. Major increases in scope such as addition or deletion of Significant Military Equipment (SME), including Major Defense Equipment (MDE), normally require the preparation of a new LOA vice an Amendment. The reasons for the changes are the key determinants as to the type of LOA document that is appropriate. Table C6.T7. provides examples of changes that require an Amendment. This list is not all inclusive. All changes on an FMS case can be accomplished on an Amendment, including within-scope changes. An FMS case must be amended when there is a change in scope to a case line or note and when the changes require the FMS purchaser's acceptance. For Amendments that include price increases on a contracted line with a previous FMS administrative rate, the IAs provide an attestation statement in DSAMS case remarks "The contracting officer confirmed there are/are not changes in scope on the following contracted line items: [reference case line(s)]." Additionally, the IAs must review the Administrative Surcharge rates on the USG-sourced or contract lines with a change in scope to determine whether a previous Administrative Surcharge is being used, adding new lines for the scope being added to reflect the current rate. For limited changes in scope that can be accomplished through Concurrent Modifications, see [Section C6.7.3.2.](#)

Table C6.T7. Amendment Requirements

#	Example
1	Realigning or redistributing funds among case lines. The only exception is moving funds from lines on a case that have excess funds to other lines on the same case that have incurred price increases. A modification may be used in this scenario only.
2	Adding case lines
3	Deleting case lines (except for case closure)
4	Quantity increases or decreases to defined order lines
5	Dollar value increases or decreases to blanket order lines with the exception of price increases or decreases
6	Addition or deletion of requirements
7	Extending a lead time, period of performance, or availability of services for additional coverage even if there is no change in dollar value
8	Change in Delivery Term Code to add/delete transportation requirement

#	Example
9	Revising line item descriptions or notes to increase or decrease scope
10	Changing a Military Articles and Services List (MASL) that has a corresponding configuration or scope change

C6.7.2.2. Follow-on Support Services. In order to prevent a lapse in follow-on support services that are required by the FMS purchaser and that has been provided under an existing LOA, the IA may initiate a follow-on support services LOA or Amendment without a formal Letter of Request (LOR). The IA must notify the FMS purchaser that an LOA or Amendment is being developed, which will be included in the case package and in DSAMS as the “based on” reference in the LOR field. FMS purchaser concurrence occurs upon LOA or Amendment acceptance. As the additional follow-on support services is a change in scope, a Modification cannot be initiated.

- Update “C6.7.2. Modifications” through “C6.7.2.1.1. Monitoring Funds” to the following, and renumber accordingly:

C6.7.2.3. Modifications.

C6.7.2.3.1. Use of a Modifications. ~~U.S. unilateral changes to an FMS case are made by a Modification and do not require acceptance by the purchaser. Concurrent Modifications are the exception for adding scope, as long as the change is not significant such as adding SME. See Section C6.7.2.3. Table C6.T8. provides examples of changes that may be done using a Modification. This list is not all inclusive.~~ A Modification is used on an FMS case to make administrative changes that do not alter the scope of a case, case line, or case note. These changes may be accomplished unilaterally by the USG and do not require the FMS purchaser’s acceptance. For Modification requests, DSCA and/or IA correspondence can serve as the document of record. DSCA confirms within-scope changes for USG-provided articles and services during DSCA’s case review process, with the IA providing any documentation and/or data necessary to validate the change. Within-scope changes may be accomplished on contracted or USG-sourced lines with a previous FMS administrative rate. For all Modifications with a contracted line, the IA includes an attestation statement in DSAMS case remarks “The contracting officer confirmed there are no changes in scope on the following contracted line items: [reference case line(s)].” [Table C6.T7.](#) identifies examples of allowable changes that can be accomplished on a Modification. The exceptions for changes in scope on Modifications are for Concurrent Modifications, as explained in [Section C6.7.3.2.](#)

Table C6.T8. Modification Requirements

#	Example
1	Price increase or decrease on a defined order line
2	Increasing or decreasing line values for case closure
3	Increases due to over commitments

#	Example
4	Lead time slippages caused by source of supply impacts (e.g., delays in contract award or materiel deliveries)
5	Revising source, line manager, offer release, or type of assistance codes
6	Correcting accessorial charges
7	Minor administrative changes such as typographical errors
8	Revising payment schedules
9	Revising the Terms of Sale
10	Correcting the FMS Administrative Surcharge
11	Charges for Value Added Tax and other international requirements levied on the United States that must be funded by the FMS case (considered a price increase)
12	To add charges for storage and other U.S. requirements already received that must be funded on the FMS case
13	Concurrent Modifications are the exception for adding limited scope

Table C6.T7. Modification for FMS Cases

#	Allowable Changes
1	Increasing or decreasing funding on a defined order line based on actual or projected billing due to over commitment, under commitments, or supply services complete reconciliation in preparation for case closure.
2	Deleting case lines only after the full case is supply services complete and is ready for closure.
3	For non-MDE and non-SME materiel provided in units – adding, updating, or deleting the amount per unit in the line description or case note to conform with updated unit requirements. (e.g. ammunition boxes)
4	Increasing or decreasing price on a Blanket Order line based on actual billing (e.g., an order was placed for a certain quantity based on price estimate and there was sufficient funding at the time, but price increased over the original line value at a point in time when the quantity could not be reduced). The IA must provide a statement in case remarks to reflect the original price and increased price. When a line price is decreased, the final scope of requisitions must be determined, and must not be reduced below estimated final billing.
5	The MOS can be changed to accommodate adverse actions to include acts of nature (e.g., pandemics), contracting delays, production delays, or conflict in country as these reasons do not constitute a change in scope.

#	Allowable Changes
6	Adjusting an item description in the line, case note, or MASL description due to an updated version (e.g., software updates) when there is no change in the end item's capability.
7	Revising Source Code, Line Manager, Offer Release Code, or Type of Assistance Code.
8	Correcting accessorial charges, revising payment schedules, and correcting pricing due to policy changes such as FMS administrative rate changes.
9	Including charges for Value Added Tax and other international requirements levied on the U.S. when required to be funded by the nationally-funded FMS case.
10	Adding charges for storage and other U.S. requirements already received that must be funded on the FMS case.
11	Making minor administrative changes such as typographical errors.
12	For Concurrent Modifications, see Section C6.7.3.2 .
13	Subject to IA acceptance, updating a line from full and open competition to sole source if the request for other than full and open competition is made by the official (or the replacement) who requested the LOA or an official known to have equivalent or greater authority than the official who signed the LOA.

C6.7.23.1.1. Monitoring Funds. Costs charged under an FMS case line must not exceed the funds available on that line. Program management responsibility includes analysis and tracking to ensure funding is adequate to avoid program disruption. If tracking shows that costs incurred on the line are deviating from those estimated to the degree that later deviations are unlikely to bring overall costs into balance, or Obligational Authority (OA) above line value is required at some point in the program, a Modification should be processed. A Modification should also be provided for relatively minor cost adjustments when all items are on order and prices are reasonably firm. Price increase Modifications must be provided by the IA before the actual accrued costs reported to the purchaser exceed those estimated on the case unless the case is in the closure process.

- Update "C6.7.2.2. Concurrent Modifications" through C6.7.2.2.2. to the following, and renumber accordingly:

C6.7.23.2. Concurrent Modifications. ~~Case value may be transferred between two or more cases by concurrent Modifications.~~ DoD may utilize Concurrent Modifications to transfer funding between two or more FMS cases. Concurrent Modifications are prepared in DSAMS and identified using the DSAMS Concurrent Funding Tab under Case Detail to record the cases and amounts being modified ~~transfer from or to cases and amounts.~~ DSAMS automatically relates the case documents and prints the accurate ~~correct~~ statements in accordance with Section ~~C6.7.2.2.6.~~ [C6.7.3.2.6](#). This process ensures that all the case documents are implemented at the same time. Likewise, all Concurrent Modifications must be linked in the Case Tracking System (CTS) by the IA prior to sending to DSCA. For

Concurrent Modifications on BPC cases, see [Chapter 15](#). For FMS cases, the following conditions must be met ~~for valid in order to execute a e~~Concurrent Modifications request:

C6.7.23.2.1. The FMS country official who requests the shift in value has the authority to accept LOAs in accordance with [Section C5.4.16.](#), and a copy of the LOR which states the requested value shifts must be attached to each Modification. Any shift that results in a scope increase or decrease must be as requested in the ~~Letter of Request (LOR)~~, and the case package must include a statement that Modifications are requested or confirmed by the FMS purchaser for the affected cases.

C6.7.23.2.2. ~~Must not include a significant scope change (e.g., adding SME).~~ The cases, when considered together, must not include a significant scope change (e.g. adding or deleting SME). New Terms of Sale or types of grant assistance cannot be added on Concurrent Modifications (e.g. adding an FMF financing Terms of Sale, or new EDA grant or EDA sales lines). However, existing FMF funds can be transferred from one FMS case to another FMS case through Concurrent Modifications.

8. Update the ESAMM Glossary:

Add:

Term	Definition
Months [Letter of Offer and Acceptance]	The Months (MOS) on a Letter of Offer and Acceptance (LOA) line is the time-period when the materiel or performance of services is available to the foreign partner. For materiel, the MOS start and end is a numeric range determined to be when the materiel is available to the foreign partner for transportation, or for delivery only when the materiel are to be delivered in-place. For basic cases not yet offered, calculation of the MOS for materiel begins with the Offer Expiration Date (OED). For implemented cases, calculation of the MOS for materiel begins with the actual implementation date of the basic case. When the OED or implementation date is between the 1 st -15 th day of the month, it will define month one (1) as the given starting point. When the OED or implementation date is between the 16 th -31 st day of the month, it will define month one (1) as the following month. For services, the MOS field reflects a Month/Year range.
Change in Scope	A change in scope occurs when there is a change to the materiel or service requirements that change the original purpose of a contract or Letter of Offer and Acceptance (LOA). These changes may or may not change the total estimated cost of the contract or LOA as a result of (1) changes to the function/type of work; (2) increases or decreases in quantity of items; (3) increases or decreases to the amount of man years; and (4) increases or decreases to the performance period or Months.
Within-Scope Change	A within-scope change is a unilateral change to the current scope of the contract (pursuant with the applicable changes clause, Federal Acquisition Regulation (FAR) 52.243-1 through FAR 52.243-5) or Letter of Offer and Acceptance (LOA). A within-scope change to the contract or LOA includes cost growth or an equitable price adjustment such as (1) cost overrun (an increase in the total estimated cost of reimbursable contract in

Term	Definition
	order to allow the contractor personnel to complete work already specified in the contract that costs more than originally anticipated) or price adjustments to defense articles and services on a LOA; (2) an extension to the Months (MOS) due to excusable delays beyond the control of the contractor or USG and without the fault or negligence of the contractor or USG.
Acquisition Advice Code	Materiel management codes, listed in Table 58, Volume 10 of the Cataloging Data and Transaction Standards used to specify requirements, restrictions, and methods for acquiring an item. (Link: DoD Manual 4140.26, Volume 4)

Update:

Term	Definition
Amendment [Foreign Military Sales Letter of Offer and Acceptance]	An Amendment of a Foreign Military Sales (FMS) case constitutes a change in scope a scope change to an existing Letter of Offer and Acceptance (LOA) and requires customer FMS purchaser acceptance.
Modification [Foreign Military Sales Letter of Offer and Acceptance]	A Modification of a Foreign Military Sales (FMS) case constitutes a within-scope an administrative or price change to an existing Letter of Offer and Acceptance (LOA), without revising the scope of the case. See Table C6.T8. for Modification Requirements.

9. Add the following to the ESAMM Acronyms:

Acronym	Term
MOS	Months
SC (Letter of Offer and Acceptance)	Supply Code