



DEFENSE SECURITY COOPERATION AGENCY

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

3 SEP 2025

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, SECURITY COOPERATION ACCOUNTING
DIRECTORATE, 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 25-08, Appendix 6
Updates - Building Partner Capacity Notes [SAMM E-Change 686]

This memorandum updates the Security Assistance Management Manual (SAMM) Appendix 6 Building Partner Capacity notes with clarification, formatting, and style 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 or for general questions about the SAMM, please contact DSCA (Office of Strategy, Plans, and Policy, Execution Policy and Analysis Directorate (SPP/EPA)) at dsca.ncr.spp.mbx.epa@mail.mil.

A handwritten signature in black ink, appearing to read "Hussam Bader", is positioned above the printed name and title.

Hussam Bader
Acting Assistant Director
Strategy, Plans, and Policy

Attachment:
SAMM E-Change - 686 - Appendix 6 Updates - Building Partner Capacity Notes

SAMM E-Change - 686 - Appendix 6 Updates - Building Partner Capacity Notes

1. Archive notes “Funds Expiration, Purpose, Availability and Amount - DoD” and “Funds Expiration, Purpose, Availability and Amount - Non-DoD.”
2. The following Notes in Appendix 6 are updated (changes shown in **red text**).

Aircraft Ferrying - **Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module , that include ferrying of aircraft (unless the latest version of the note is on the implemented version). Use for Both Title 10 and Title 22 Programs.	
Note Text	
<p>"The U.S. Government will provide for ferrying of aircraft to the point of delivery specified in this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA).</p> <ol style="list-style-type: none">1. The U.S. Government will accept title to the aircraft from the contractor, and title will remain with the U.S. Government until arrival at the point of delivery and signature of the Transfer and Receipt document.2. Any pre-existing U.S. Government markings will be removed by DoD prior to delivery.3. In accordance with existing agreements, the U.S. Government should not be subject to or held liable for any import fees, duties, or other charges levied by the Benefitting Partner.4. Date of delivery to final destination will be contingent upon the receipt of necessary over flight and other clearances.5. The U.S. Government will fund all en route costs including, but not limited to, any maintenance required to ensure that the aircraft is in a safe condition, in accordance with current U.S. Government regulations, prior to flight."	

Case Closure Note - [Name of Program] (5 yr) - **Title 22 Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes

Note Input Responsibility	CWD
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for all five-year Peacekeeping Operations (PKO)-Global & PKO-Africa Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module (unless the latest version of the note is on the implemented version).	
Note Text	
“Closure activities will begin once all lines are supply/services complete. Case closure will be completed not later than March 01 the year before cancellation to ensure all funds are returned to State in a timely manner for reprogramming [Defense Security Cooperation Agency (DSCA) (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD))] will create the hard coded year, XXXX, based upon a 5-year cancellation date for the appropriation].”	

Case Closure Note - [Name of Program] (9 yr) - Title 22 Building Partner Capacity (BPC)

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for all nine-year Peacekeeping Operations (PKO)-Global & PKO-Africa Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module (unless the latest version of the note is on the implemented version).	
Note Text	
“Closure activities will begin once all lines are supply/services complete. Case closure will be completed not later than March 01 the year before cancellation to ensure all funds are returned to State in a timely manner for reprogramming [Defense Security Cooperation Agency (DSCA) (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD))] will create the hard coded year, XXXX, based upon a 9-year cancellation date for the appropriation].”	

Case Closure - Title 10 Building Partner Capacity (BPC) Legacy Programs

~~Case Closure—BPC~~

Foreign Military Sales	No
Building Partner Capacity	Yes

Note Input Responsibility	CWD
Date Range of Use	All
References	See Table AP8.T2. Security Assistance and Security Cooperation Programs Code Listing
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module (unless the latest version of the note is on the implemented version). This note is not applicable to BPC LOAs developed in the DSAMS BPC Module (DSAMS-BPC) using guidance in Chapter 15 .	
Note Text	
For expiring programs:	
<ul style="list-style-type: none"> "Closure activities will begin once all lines are supply/services complete. Case closure will be completed not later than July 31 of the cancelling fiscal year [#####]." 	
For non-expiring programs:	
<ul style="list-style-type: none"> "Closure activities will begin once all lines are supply/services complete and be completed within 24 months." 	

Coalition Readiness Support Program (CRSP) Equipment - **Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	All
References	See Section CRSP.1 .
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module, funded with Coalition Readiness Support Program (CRSP) funds (unless the latest version of the note is on the implemented version).	
Note Text	
"Title to equipment provided on this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) must remain with the DoD, though temporary custody is granted to the Benefitting Partner . A Benefitting Partner representative will acknowledge in writing that the equipment received is being loaned on a non-reimbursable basis subject to the terms of the Foreign Assistance Act (FAA) Section 505 Agreement (22 U.S.C. 2314) , unilateral Diplomatic Note, or other applicable agreement regarding the furnishing of defense articles and services to the Benefitting Partner ."	

Current Year Funds Usage - **Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA
Date Range of Use	All
References	See Section C15.6.1.1.2. and Section C15-Legacy.6.2.1.2.
Note Usage	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments where expired funds are not available for Prior Year Adjustment (PYA) requests or to fund requests to pay bills from cancelled appropriations. Use for Both Title 10 and Title 22 Programs.	
Note Text	
Varies - Defense Security Cooperation Agency (DSCA) (Office of Business Operations (OBO)) provides specific text for this note upon approval of the request from the Implementing Agency.	

Funds Source and Availability - [Name of Program] (5 yr) - **Title 22 Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	Limited
References	N/A
Note Usage Instructions for Documents	
<p>Limited dates of use - Apply to all Foreign Assistance Act (FAA) Section 632(b) (22 U.S.C. 2392) Interagency Agreement (IAA)/Memorandum of Agreement (MOA) five-year Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) implemented on or after January 10, 2013, but before December 15, 2020, and their Amendments and Modifications, unless the applicable Title 22 BPC LOA Interagency Agreements (IAAs) and Memoranda of Agreement (MOAs) have been amended after December 15, 2020. When the IAA or MOA has changed, apply the Fund Source and Availability - [Name of Program] Fiscal Year (FY)[##] - Title 22 Building Partner Capacity (BPC) note on Modifications and Amendments.</p> <p>Do not use for BPC LOAs, Amendments, and Modifications implemented prior to January 10, 2013.</p>	
Note Text	
<p>“Funds are provided in support of authority to build international peacekeeping capacity and promote regional security operations.</p> <ol style="list-style-type: none"> 1. The funds are subject to all the requirements and restrictions specified under Program Authority P.L. [Defense Security Cooperation Agency (DSCA) (Office of International Operations, Global Execution Directorate, Case Writing and Development Division 	

(IOPS/GEX/CWD)) will create a hard coded citation for XXX-XXX] and Appropriation Authority P.L. [[DSCA (IOPS/GEX/CWD) will create a hard coded citation for XXX-XXX, fiscal year (FY)XX.]

2. The funds carry the same time, purpose, and availability restrictions associated with funds source [insert obligation number].
3. Funds are available for expenditure until funds cancel at midnight on September 30, [DSCA (IOPS/GEX/CWD) will create a hard coded year based upon a 5-year cancelation date for the appropriation, XXXX].
4. This is the only source of funding for costs associated with this Title 22 Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) and funds are limited to the total estimated cost of this BPC LOA. Neither DSCA nor the Implementing Agency (IA) has other funds legally available to them for this requirement for any costs that exceed the value of this BPC LOA.”

Funds Source and Availability - [Name of Program] (9 yr) - Title 22 Building Partner Capacity (BPC)

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	Limited
References	N/A

Note Usage Instructions for Documents

Limited dates of use - Apply to all Foreign Assistance Act (FAA) Section 632(b) (22 U.S.C. 2392) Interagency Agreement (IAA)/Memorandum of Agreement (MOA) nine-year Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) implemented on or after January 10, 2013, but before December 15, 2020, and their Amendments and Modifications, unless the applicable Title 22 BPC LOA Interagency Agreements (IAAs) and Memoranda of Agreement (MOAs) have been amended after December 15, 2020. When the IAA or MOA has changed, apply the Fund Source and Availability - [Name of Program] Fiscal Year (FY)[##] - Title 22 Building Partner Capacity (BPC) note on Modifications and Amendments.

Do not use for BPC LOAs, Amendments, and Modifications implemented prior to January 10, 2013.

Note Text

“Funds are provided in support of authority to build international peacekeeping capacity and promote regional security operations.

1. The funds are subject to all the requirements and restrictions specified under Program Authority P.L. [Defense Security Cooperation Agency (DSCA) (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) will create a hard coded citation for XXX-XXX] and Appropriation Authority P.L. [DSCA (IOPS/GEX/CWD) will create a hard coded citation for XXX-XXX, fiscal year (FY)XX.]
2. The funds carry the same time, purpose, and availability restrictions associated with funds

source [insert obligation number].

3. Funds are available for expenditure until funds cancel at midnight on September 30, [DSCA (IOPS/GEX/CWD)] will create a hard coded year entry based upon a 9-year cancellation date for the appropriation, XXXX].
4. This is the only source of funding for costs associated with this LOA and funds are limited to the total estimated cost of this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA). Neither DSCA nor the Implementing Agency (IA) has other funds legally available to them for this requirement for any costs that exceed the value of this BPC LOA."

Fund Source and Availability - [Name of Program] Fiscal Year (FY)[##] - Title 10 Building Partner Capacity (BPC) Legacy Programs

~~Fund Source and Availability - DoD Funding - [Name of Program] FY[##]~~

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	Limited
References	See <u>Table AP8.T2. Security Assistance and Security Cooperation Programs Code Listing</u>
Note Usage Instructions for Documents	
<p>Limited dates of use - Apply to all Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) with a DoD Fund Source implemented on or after January 10, 2013 and Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module. This note does not apply to BPC LOAs developed in the DSAMS BPC Module (DSAMS-BPC).</p> <p>Do not use for BPC LOAs, Modifications, and Amendments implemented prior to January 10, 2013.</p>	
Note Text	
<p>"Funds are provided in support of authority to [insert Purpose].</p> <ol style="list-style-type: none"> 1. The funds are subject to all the requirements and restrictions specified under [insert Program Authority and, if different, Appropriation Authority]. 2. The funds carry the time, purpose, and availability restrictions associated with fund source [insert Fund Source]. 3. (For funds that expire) "Funds not obligated within the period of availability ending on [insert Funds Availability End date] will be rendered unavailable for new obligations unless a subsequent authority extends the period of availability. Funds will cancel at midnight on [insert Funds Cancel date]." 4. (For funds that do not cancel) "Funds are available for an indefinite period." 5. This is the only source of funding for costs associated with this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA), and funds are limited to the total estimated cost of this BPC LOA. Neither the Defense Security Cooperation Agency (DSCA) nor the 	

Implementing Agency (IA) has other funds legally available to them for this requirement or for any costs that exceed the value of this **BPC LOA**."

Fund Source and Availability - [Name of Program] Fiscal Year (FY)[##] - Title 22 Building Partner Capacity (BPC)

~~Fund Source and Availability - Non DoD Funding - [Name of Program] FY[##]~~

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	Limited
References	See <u>Table AP8.T2. Security Assistance and Security Cooperation Programs Code Listing</u>
Note Usage Instructions for Documents	
<p>Limited dates of use - Apply to all Foreign Assistance Act (FAA) Section 632(b) (<u>22 U.S.C. 2392</u>) Interagency Agreement (IAA)/Memorandum of Agreement (MOA) Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) implemented on or after [December 15, 2020] and their Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module.</p> <p>Apply to the applicable Title 22 BPC LOA Amendments and Modifications when the IAA or MOA has been amended on or after December 15, 2020, and the relevant BPC LOA implemented on or after January 20, 2013.</p> <p>Do not use for relevant BPC LOAs, Modifications, and Amendments implemented prior to January 10, 2013.</p>	
Note Text	
<p>"Funds are provided in support of authority to [insert purpose as listed in <u>Table AP8.T2. Security Assistance and Security Cooperation Programs Code Listing</u>].</p> <ol style="list-style-type: none"> 1. The funds are subject to all the requirements and restrictions specified under Program Authority (P.L.) [XXX-XXX] and Appropriation Authority P.L. [XXX-XXX, fiscal year (FY)XX]. 2. The funds carry the same time, purpose, and availability restrictions associated with the Interagency Agreement (IAA)/Memorandum of Agreement (MOA) ["(Basic)" -or- "(Amend #)"], using obligation number [insert obligation number]. 3. Funds are available for expenditure until funds cancel at midnight on September 30, [XXXX]. 4. This is the only source of funding for costs associated with this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) and funds are limited to the total estimated cost of this BPC LOA. Neither the Defense Security Cooperation Agency (DSCA) nor the Implementing Agency (IA) have other funds legally available to them for this requirement for any costs that exceed the value of this BPC LOA." 	

Indirect Charges - Title 10 **Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	Limited
References	N/A
Note Usage Instructions for Documents	
<p>Limited dates of use - Apply to all DoD funded Title 10 Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) for defense articles and services developed on or after August 14, 2020 and their Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module.</p>	
Note Text	
<p>"All indirect charges (percentage charges not included in a line value such as Administrative, transportation, and packing, crating & handling (PC&H), and percentage charges previously included in a line cost such as Contract Administration Services (CAS), Civilian Fringe Benefits, etc.) are excluded from this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) and will be paid for from the program's current year program-wide support BPC LOA or through other funds distribution processes (e.g., Funding Authorization Documents (FADs), Military Interdepartmental Purchase Requests (MIPRs)), if applicable."</p>	

Indirect Charges - **Letters of Offer and Acceptance (LOAs) Implemented Prior to August 14, 2020 - Title 10 Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	Limited
References	See <u>Table AP8.T2. Security Assistance and Security Cooperation Programs Code Listing</u>
Note Usage Instructions for Documents	
<p>Limited dates of use - Apply to all Amendments and Modifications of fiscal year (FY) 20/21 Title 10-funded Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) for defense articles and services implemented prior to August 14, 2020.</p>	
Note Text	
<p>[Include first paragraph only if new Lines were added after August 14, 2020]</p> <p>"Administrative surcharges are excluded from new line(s) [insert applicable line numbers], and will be funded through the program's current year, program-wide support Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) (or through other funds distribution processes (e.g., Funding Authorization Documents (FADs), Military Interdepartmental Purchase Requests (MIPRs)), if applicable)."</p>	

“Administrative surcharge adjustments made due to increases or decreases to existing lines (implemented prior to **August 14, 2020**) are addressed in the applicable Administrative Surcharge case note in this **Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) or BPC LOA**.

All other indirect charges (Contract Administration Services (CAS), **transportation and packing, crating & handling** (PC&H)), as allowed under policy related to the Interim BPC Accounting Solution, will continue under the provisions provided in the previous version of this **BPC LOA** (see relative case notes within this **BPC LOA**).”

Justification and Approval (J&A) for Sole Source Procurement - Building Partner Capacity (BPC)

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA
Date Range of Use	All
References	See Section C15.2.15. , Section C15-Legacy.2.16. , Figure C15.F1. , and Figure C15-Legacy.F2.
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) that include a sole source requirement and for BPC LOA Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module that add or modify a sole source requirement. Use for Both Title 10 and Title 22 Programs.	
Note Text	
“Equipment items being offered on line(s) ____ have been approved for sole source procurement by [insert Implementing Agency (IA)], which authorized the exception from free and open competition], in accordance with [insert the DoD authorization that is being used to justify the exception].”	

Materiel Transfer - Building Partner Capacity (BPC)

Building Partner Capacity (BPC) Materiel Transfer

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	All
References	See Section C15.5.9.5. , Section C15.5.9.13. , Section C15-Legacy.5.9.5. , and Section C15-Legacy.5.9.13.
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments, as well as Modifications for programs developed using the Defense Security	

Assistance Management System (DSAMS) case module (unless the latest version is on the implemented version). Use for Both Title 10 and Title 22 Programs.

Note Text

1. Shipment and Delivery:

- a. All shipments will be marked and labeled in accordance with [DoD Standard Practice for Military Marking \(MIL-STD 129\)](#).
- b. The U.S. Government agrees to provide transportation services for the items identified in this **Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA)** to the agreed point of delivery in the Benefitting **Partner's territory**. The **Security Cooperation Organization (SCO)** (or U.S. Government representative) will confirm receipt of all materiel deliveries within 30 days in accordance with **Security Assistance Management Manual (SAMM) Section C15.5.9.5**.
- c. Any shipment discrepancies or damage in transit will be reported by a U.S. Government representative through the existing DoD discrepancy reporting system (Transportation Discrepancy Report (TDR) according to procedures identified in [Defense Transportation Regulation - Part II, Appendix E, Para G., Sec 2](#). If there is a deficiency or a problem with the delivery of materiel or services outside of transportation, **Implementing Agencies (IAs)** should refer to the relevant U.S. Government contract. If no contractual remedy is available, or liability does not reside with the contractor, the IAs shall contact the **Defense Security Cooperation Agency (DSCA) Program Manager DSCA (Office of International Operations, Global Capability Development Directorate (IOPS/GCD))** to determine the way-forward. Discrepant articles will be returned to the U.S. Government's custody. Any claim, including a claim for shortage or nonperformance, received more than one year after delivery of the defense articles to the Benefitting Partner (or after the end of the scheduled period of performance for services) will not be processed.
- d. The Supply Discrepancy Report (SDR) process is not applicable to **BPC LOAs**. The 12-month waiting period for closure of **Foreign Military Sales (FMS) LOAs** to facilitate the submittal and resolution of SDRs does not apply to **BPC LOAs**.

2. Title and Custody Transfer:

- a. The U.S. Government will retain title to and custody of the offered defense articles throughout transportation and delivery to the Benefitting Partner, unless otherwise stated in this **BPC LOA**.
- b. The U.S. Government representative will confirm delivery of materiel title and custody to an authorized Benefitting Partner representative or agent by jointly signing a Transfer and Receipt document. The U.S. Government representative will keep documentation showing when, where, and to whom delivery was made and will provide a copy of this documentation to the DSCA Program Director (**Office of International Operations, Global Capability Development Directorate (IOPS/GCD)**) and the IA."

Prior Year Funds Usage - **Building Partner Capacity (BPC)**

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA

Date Range of Use	All
References	See Section C15.6.1.1 , and Section C15-Legacy.6.2.1 .
Note Usage Instructions for Documents	
Mandatory for Amendments of Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) that increase or add line/subline costs using funds from a prior year appropriation. Use for Both Title 10 and Title 22 Programs.	
Note Text	
Varies - Defense Security Cooperation Agency (DSCA) (Office of Business Operations (OBO)) provides specific text for this note upon approval of the request from the Implementing Agency.	

Program Wide Transportation - Title 10 Building Partner Capacity (BPC)

~~Transportation—Title 10 BPC Note~~

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for Title 10 Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module for program-wide support that include Transportation line(s) (unless the latest version of the note is on the implemented version).	
Note Text	
"This Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) provides funds for all transportation billed to the program for the fiscal year listed on this BPC LOA. "	

Programs with Direct-Funded Equipment - Section 333 Building Partner Capacity (BPC)

~~Building Partner Capacity (BPC) Programs with Direct-Funded Equipment~~

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security	

Assistance Management System (DSAMS) case module, that provide training utilizing the Section 333 (10 U.S.C. 333) authority under a program where equipment is provided via direct funding and not documented on a BPC LOA (unless the latest version of the note is on the implemented version).

Note Text

"This Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) provides training that supports the Congressionally Notified program for [Partner - Program Title], executed under authority of Title 10 United States Code, Section 333 (10 U.S.C. 333). This BPC LOA provides [basic description of training course objectives or course titles]. This is not a stand-alone training program, as equipment was directly procured by [procuring activity]."

Programs with Requirement to Provide Articles, Services, and Training to Congressionally Notified Units - [Section 333 or Indo-Pacific Maritime Security Initiative (MSI)] Building Partner Capacity (BPC)

~~Building Partner Capacity (BPC) Programs with Requirement to Provide Articles, Services and Training to Congressionally Notified Units~~

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for Section 333 (10 U.S.C. 333) and Indo-Pacific Maritime Security Initiative (MSI) Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments, as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module (unless the latest version of the note is on the implemented version).	
Note Text	
"This Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) provides articles, services, and training that supports the Congressionally Notified program for [fiscal year (FY)XX Tranche X Partner - Program Title (as listed in the BPC LOA tasking document)], executed under authority of (Title 10 United States Code, Section 333 (10 U.S.C. 333)) or (the Indo-Pacific Maritime Security Initiative (MSI)). Only Benefitting Partner units listed on the Congressional Notification documentation may receive support from this BPC LOA. If there is a requirement to change or add units, the relevant BPC program must be re-notified to Congress."	

Shipment Consolidation - Building Partner Capacity (BPC)

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA
Date Range of Use	All

References	See Section C15.3.12.3. and Section C15-Legacy.3.13.3.
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module when shipment consolidation of articles is anticipated (unless the latest version of the note is on the implemented version). Use for Both Title 10 and Title 22 Programs .	
Note Text	
<p>"The Implementing Agency (IA) will maintain accountability of the defense articles provided under this Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) from the time they leave the source of supply until the Security Cooperation Organization (SCO) receives them. Articles provided under Lines ____ of this BPC LOA will be moved to a consolidation point before onward transportation to the SCO. Personnel at the consolidation point is responsible for the receiving, storage, control of inventory, repacking (if required), crating, and containerization of materiel. The IA will direct that materiel is moved to the following consolidation point: [insert name and address of consolidation point].</p> <p>The IA will confirm that the SCO has coordinated on the release of the shipment before the defense articles are shipped from the consolidation point to the SCO in the Benefitting Partners' territory."</p>	

Team Deployment - Building Partner Capacity (BPC)

Building Partner Capacity (BPC) Team Deployment

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	CWD
Date Range of Use	All
References	See Section C10.22.1.2. and Section C5.4.8.7.1.
Note Usage Instructions for Documents	
Mandatory for Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the Defense Security Assistance Management System (DSAMS) case module that include training or services provided by U.S. Government military, civilian, and/or contractor personnel under team control of the Chief of the U.S. Diplomatic Mission (unless the latest version of the note is on the implemented version). Use for Both Title 10 and Title 22 Programs .	
Note Text	
<ol style="list-style-type: none"> 1. "Personnel Deployment: <ol style="list-style-type: none"> a. Personnel deployment dates will be established in coordination with the Security Cooperation Organization (SCO) and the Benefitting Partner and upon confirmation that all training equipment, tools, facilities and interpreter support (if required) are available/operational, and that all Benefitting Partner students are vetted and available at the training site. b. U.S. Government and/or U.S. Government contractor personnel are responsible for timely 	

and complete submittal of the necessary information and forms directly to the appropriate Benefitting **Partner** agency for the required passports, visas, licenses, or permits. U.S. personnel are responsible for processing permits for U.S. employees and their dependents directly with the Benefitting **Partner**.

- c. Funds from this **Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA)** will be used to pay the costs of emergency leave travel of team members, if required. Such costs will be charged only to pay for travel from the team location to the nearest international airport in the continental United States and return. If a replacement team member is required, the travel cost from the new member's duty station to the team location will be charged. If there are insufficient funds on the **BPC** LOA to cover the expenses, the **BPC** LOA will be modified or amended to include these costs.

2. Team Control:

- a. The Chief of the U.S. Diplomatic Mission will exercise general supervision over the in-**territory** operations and activities of the team through the SCO. The SCO will provide operational oversight and administrative support to the deployed team.
- b. Team personnel will not engage in or provide assistance or advice to the Benefitting **Partner** in a combat or potential combat situation.
- c. U.S military team members will perform the duties of their office with the title and rank that they hold and will wear proper, corresponding uniform and insignia or civilian clothing, as prescribed by the U.S. Senior Defense Official (SDO) in the **Benefitting Partner's territory**; civilian members will hold the precedence assigned by the Team Chief in accordance with their Civil Service grade.

3. Transportation In-**territory**:

- a. Transportation arrangements for the team may be made by the SCO, but will be funded by this **BPC** LOA.

Rental/lease of vehicle(s), or commercial airline transportation within the Benefitting **Partner**, should that be necessary for team support, will be charged to this **BPC** LOA.

- b. For short periods/distances in-**territory**, the SCO may arrange and/or provide a vehicle or other appropriate means of transportation. Maintenance of vehicle(s), fuel, insurance, oils, and lubricants will be charged to this **BPC** LOA."

Training-Only Programs - Section 333 Building Partner Capacity (BPC)

~~Building Partner Capacity (BPC) Training Only Programs~~

Foreign Military Sales	No
Building Partner Capacity	Yes
Note Input Responsibility	IA
Date Range of Use	All
References	N/A
Note Usage Instructions for Documents	
Mandatory for Section 333 (<u>10 U.S.C. 333</u>) Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs) and Amendments , as well as Modifications for programs developed using the	

Defense Security Assistance Management System (DSAMS) case module that provide training only, with no equipment being provided. This note does not apply to BPC LOAs developed in the DSAMS BPC Module (DSAMS-BPC).

Note Text

"This Building Partner Capacity (BPC) Letter of Offer and Acceptance (LOA) provides training that supports the Congressionally Notified program for [Partner -Program Title], executed under authority of Title 10 United States Code, Section 333 ([10 U.S.C. 333](#)). This BPC LOA provides [description of training]. This is a stand-alone training program."