



## DEFENSE SECURITY COOPERATION AGENCY

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

14 APR 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 25-25, Appendix 6  
Updates - Miscellaneous Notes [SAMM E-Change 689]

This memorandum updates the Security Assistance Management Manual (SAMM) Appendix 6 miscellaneous notes with formatting, administrative, 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](mailto:dsca.ncr.spp.mbx.epa@mail.mil).

A handwritten signature in black ink, appearing to read "DF", is positioned above the name of the signatory.

David Ferrari  
Assistant Director  
Strategy, Plans, and Policy

Attachment:  
SAMM E-Change - 689 - Appendix 6 Updates - Miscellaneous Notes

## SAMM E-Change - 689 - Appendix 6 Updates - Miscellaneous Notes

- 1) Update the following LOA notes in Appendix 6 (updates in **RED TEXT**):

### Administrative Disbursing Services

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C4.5.1.1</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), <b>Amendments, and Modifications (unless the latest version of the note is on the Implemented Version)</b> funded solely with national funds that include commercial services (medical, travel, lodging, or vehicle) or per diem for:</p> <ol style="list-style-type: none"> <li>1. FMS purchaser authorized officials participating in dedicated foreign training detachments on DoD installations in the United States and</li> <li>2. international military students.</li> </ol> <p>The IA must remove any expenses in the note that are not requested by the FMS purchaser and that are not authorized pursuant to SAMM <a href="#">Chapter 10</a>.</p>	
<b>Note Text</b>	
<p>"The use of this line is strictly limited for the Foreign Military Sales (FMS) purchaser's authorized official while that official was participating [<i>select one: "as an international military student" or "in the FMS purchaser's dedicated foreign training detachment"</i>] in the United States and is strictly limited to:</p> <ol style="list-style-type: none"> <li>1) payment of commercial medical, travel, lodging, and/or vehicle services directly procured from a commercial source by the FMS purchaser's authorized official;</li> <li>2) the payment of commercial medical services directly procured by FMS purchaser's authorized official's authorized dependent; and</li> <li>3) payment of per diem for FMS purchaser's authorized officials [<i>include the following only for dedicated foreign training detachments: at the FMS purchaser's established per diem rate on FMS purchaser directed travel</i>].</li> </ol> <p>The amount of this line must not exceed <b>ten (10) percent</b> of the total current case value. The FMS purchaser is not permitted to seek payment for any other type of commercial bills from this case line. The FMS purchaser is not permitted to seek payment for commercial bills procured by persons who are not the FMS purchaser's authorized official or an authorized dependent in the United States. The FMS purchaser acknowledges that it is not the U.S. Government's responsibility to determine the validity or accuracy of any commercial bill presented for payment from this case line. The FMS purchaser will designate a representative to review all commercial bills before presenting them as authorized FMS purchaser valid bills for payment by the U.S. Government. The FMS purchaser acknowledges that the U.S. Government is not authorized to negotiate the amount of commercial charges or resolve any disputes relating to any of the FMS purchaser's authorized officials'</p>	

commercial expenditures. The FMS purchaser acknowledges that the U.S. Government has no legal responsibility to ensure timely payment of any bill paid by this case line. The U.S. Government has no privity of contract and no legal responsibility to provide any payment to any of the FMS purchaser's authorized officials' direct commercial providers. The U.S. Government will not provide payment to the FMS purchaser's authorized official's commercial provider or pay per diem if the amount of the bill is in excess of funds on this case line. The FMS purchaser acknowledges that any DoD disbursing agent support provided by this case line cannot be the basis for the FMS purchaser to seek any relief from the U.S. Government through a Supply Discrepancy Report. The existence of this case line does not absolve or modify the FMS purchaser's authorized officials' or the officials' authorized dependents' legal responsibility or contract liability to ensure timely payment for their procured commercial service."

## Aircraft Ferrying - Foreign Military Sales (FMS)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C7.3.6</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> ferrying of aircraft <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"The U.S. Government will provide for ferrying of aircraft to the point of delivery specified in this <b>Letter of Offer and Acceptance (LOA)</b>.</p> <ol style="list-style-type: none"><li>1) The U.S. Government will accept title to the aircraft from the contractor (or retain title of Excess Defense Article aircraft), and title to the aircraft will remain with the U.S. Government until arrival at the point of delivery, at which time title passes to the purchaser.  If aircraft is purchaser-owned prior to ferrying, replace paragraph 1. above with: "1. The purchaser grants the U.S. Government possession of the aircraft for the purposes of this LOA. The title to the aircraft will remain with the purchaser."</li><li>2) The aircraft will be marked with appropriate U.S. Government markings. The purchaser is liable for the cost of placing such markings on the aircraft and is responsible for removing such markings upon gaining possession of the aircraft.</li><li>3) The U.S. Government will not be subject to or held liable for any import fees, duties, or other charges levied by the purchaser.</li><li>4) Date of delivery to final destination will be contingent upon the receipt of necessary over flight and other clearances.</li><li>5) The purchaser is liable for 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.</li><li>6) It is agreed that there will normally be no U.S. Government/purchaser splits in crews. Any U.S. Government/purchaser split in crew composition must be approved by the <b>Implementing Agency (IA)</b> based upon a request submitted by the purchaser setting forth the reasons for the request, the desired crew composition, and the aircraft qualifications of proposed purchaser crew members. If split crews are used, the aircraft commander must be an officer of the U.S. Government who will have command and control over the aircraft. If more than one aircraft is being ferried, the designated flight leader will be an officer of the U.S. Government and will have command and control over all aircraft."</li></ol>	

## Ammunition and Other Explosives

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C7.15</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include ammunition or explosives unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"The U.S. Government is a self-insurer and, in this connection, your attention is directed to Standard Terms and Conditions 1.2 and 3.1. The <b>DoD</b> will employ the same inspection procedures for ammunition and other explosives as would be used in the procurement of these types of items for itself. Lot production of ammunition and other explosives, however, carries risks associated with the items' resultant performance. This risk is assumed by the U.S. Government in procurement for its own use, and this risk is also assumed by the purchaser in procurement for its use under this Offer. Accordingly, financial restitution will not be made for claims made on <b>Supply Discrepancy Report Standard Form (SF) 364 Report of Discrepancy (ROD)</b> (see Standard Condition 5.4) for deficiencies pertaining to these items unless such claims involve damage due to U.S. Government actions with respect to compliance with applicable inspection criteria and procedures, or U.S. Government actions with respect to packing, crating, handling, or transportation, or unless the U.S. Government can obtain equal restitution from its contractor."</p>	

## Anthrax Vaccine

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C4.4.15</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> selling anthrax vaccine <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"The purchaser agrees the U.S. Government will not incur liability for adverse reactions, morbidity, mortality, or any other actual or possible consequential damages resulting from use, storage, or handling of anthrax vaccine by the purchaser, to include acts or omissions of its officials, agents, or employees. The purchaser further agrees to indemnify and hold harmless the U.S. Government for any and all liability in the event liability is incurred."	

## Anti-Tamper (AT) Measures

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
See Section <a href="#">C3.6</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Limited dates of use - Apply to all Modifications and Amendments of Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs) as needed with a DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) approval date prior to January 1, 2011, that add materiel to a case that previously included only services.</p> <p>Effective January 1, 2011, note wording has been incorporated into the Standard Terms and Conditions.</p>	
<b>Note Text</b>	
<p>"The U.S. Government may incorporate Anti-Tamper (AT) protection into weapon systems and components that contain Critical Program Information (CPI). The AT protection will not impact operations, maintenance, or logistics provided that all terms delineated in the system technical documentation are followed."</p>	

## Associated Lease

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
<u>Appendix 8, Lease of Defense Articles</u>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for Foreign Military Sales (FMS) and Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that are in support of a lease unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"This case is in support of lease [insert lease designator XX-X-XXX]."	



## Authority for Sale - **Foreign Assistance Act (FAA), Section 607**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> under the authority of the <b>Foreign Assistance Act (FAA), Section 607</b> ( <a href="#">22 U.S.C 2357</a> ) unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"This sale is made under the authority of the U.S. Foreign Assistance Act (FAA) of 1961 and the determination hereunder, a copy of which is attached to this <b>Letter of Offer and Acceptance (LOA)</b> . Any reference in this <b>LOA</b> to the U.S. Arms Export Control Act, to defense articles, and to defense services will be construed instead to be a reference to FAA, Section 607 ( <a href="#">22 U.S.C 2357</a> ) and the determination hereunder. All other terms, conditions, and procedures under this <b>LOA</b> apply to this transaction."	

## Canadian “Embedded Contractors”

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
DSCA <a href="#">Policy Memo 16-16</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> offered to Canada.	
Mandatory for all Amendments and Modifications that include materiel or services for Canada if the note was not included on the Implemented <b>Version</b> of the case.	
<b>Note Text</b>	
"Embedded contractors working for the Canadian Department of National Defense who meet the definition of “regular employee” in section <a href="#">22 CFR 120.64</a> of the International Traffic in Arms Regulations (ITAR), are considered by the United States to be employees under <b>Section 3</b> of the Arms Export Control Act ( <b>AECA</b> ), <b>as amended</b> and Section 2.4 of the <b>Letter of Offer and Acceptance (LOA)</b> Standard Terms and Conditions."	

## Cargo Preference Act

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C7.9</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> when the term of sale is FMS Credit (Non-Repayable) or FMS Credit (Repayable) on materiel and services lines and/or that transfer Grant <b>Excess Defense Articles (EDA)</b> unless the latest version of the note is on the <b>Implemented Version</b> .	
<b>Note Text</b>	
<p>“All items transferred under Section 516 of the <b>Foreign Assistance Act (FAA) (22 U.S.C. 2321j)</b> or purchased with Foreign Military <b>Sales (FMS) Credit (Non-Repayable)</b> or <b>FMS Credit (Repayable)</b> that are transported by ocean carriers must comply with the U.S. Cargo Preference Act (<a href="#">46 CFR 381</a>). Recipient <b>partners</b> must use U.S. flag vessels for the shipment of all FAA Section 516 materiel or materiel purchased with <b>FMS Credit (Non-Repayable)</b> or <b>FMS Credit (Repayable)</b> unless the Maritime Administration (MARAD) grants a non-availability waiver <b>or the Defense Security Cooperation Agency (DSCA)</b> grants a general or security waiver. MARAD will assist in working with the recipient <b>Purchaser</b> to determine availability of U.S. vessels from the port of shipment to the delivery port in the recipient <b>Purchaser</b>. Shipment options, utilizing U.S. flag exclusively, or in conjunction with a foreign flag carrier for a portion of the route, may be proposed by MARAD. In addition, MARAD will assist in monitoring compliance with the U.S. Cargo Preference Act.”</p>	

**Cluster Munitions with Submunitions with a Confirmed 99 Percent or Higher Tested Rate**

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

**References**

N/A

**Note Usage Instructions for Documents**

Mandatory for **Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include** cluster munitions or cluster munitions technology **unless the latest version of the note is on the Implemented Version.**

**Note Text**

"The purchaser agrees that the [insert type of munitions] will be used only against clearly defined military targets and will not be used where civilians are known to be present or in areas normally inhabited by civilians. Whenever these munitions are taken out of inventory on a permanent basis for any reason (retransferred or expended in testing, training, disposal, or operations), the purchaser agrees, by the 15th of the month following the end of any calendar year quarter in which such an event has occurred, to report the information required below to the U.S. Department of State, either directly at [PM\\_RSATFMSTeam@state.gov](mailto:PM_RSATFMSTeam@state.gov) or through the Security Cooperation **Organization:**"

Date	Quantity	Recipient if retransferred; if expended, provide location of the expenditure (e.g., name of base, training range, target coordinates)	Brief Description of the Circumstances (e.g., retransfer or expended in testing, disposal, training, or operations)

**Combined Exercise Support to North Atlantic Treaty Organization (NATO) Countries**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> associated with a combined exercise <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"This <b>Letter of Offer and Acceptance (LOA)</b> provides defense articles and/or services to the purchaser to support its participation in [insert name of exercise, e.g., AMPLE TRAIN], a combined exercise. Claims arising out of combined exercise activities will be dealt with under Article VIII of the <b>North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA).</b> "	

## Congressional Notification - Long Lead-Time Items

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C5.5.8</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> long lead-time items if Congressional Notification will be required for the total value of the proposed sale but has not yet been completed <b>unless the latest version of the note is on the Implemented Version</b> .	
<b>Note Text</b>	
"U.S. law requires that the U.S. Congress must be afforded a formal opportunity to review the total proposed sale before the sales offer may be issued to the purchaser and that a law may be enacted to prohibit issuance of an Amendment for the total package. This <b>Letter of Offer and Acceptance (LOA)</b> will be used to cover any expenses incurred for the program up to and including the cancellation of the Amendment. The purchaser will bear the risk that the offer may not be issued for reasons such as enactment of a prohibition."	

## Contingent Fees

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C6.3.7</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> contingent fees (including agent's fees and sales commissions) <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
Varies depending on the unique aspects of the cases/lines.	

## Contingent Fees - Contract Requirements

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C6.3.7. and DFARS 225.7303-4 Contingent Fees</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include procurement lines</b> for Saudi Arabia, Australia, Egypt, Greece, Israel, Japan, Jordan, Korea, Kuwait, Pakistan, Philippines, Taiwan, Thailand, <b>Türkiye</b> , and the Venezuelan Air Force <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>1. For Saudi Arabia:</p> <p>"All U.S. Government contracts resulting from this Letter of Offer and Acceptance (<b>LOA</b>) must contain one of the following provisions, unless laws of the Kingdom of Saudi Arabia call for prescribing sales commissions or agents' fees, and payment thereof is approved in writing by the purchaser before contract award:</p> <p>a. For firm fixed-price contracts or fixed-price contracts with economic price adjustment:</p> <p>The contractor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or fees for contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to [insert <b>Purchaser</b>].</p> <p>b. For all other types of contracts:</p> <p>Notwithstanding any other provision of this contract, any direct or indirect costs of sales commissions or fees for contractor (or subcontractor) sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to [insert <b>Purchaser</b>] will be considered as an unallowable item of cost under this contract."</p>	
<p>2. For Australia, Egypt, Greece, Israel, Japan, Jordan, Korea (Republic of), Kuwait, Pakistan, Philippines, Taiwan, Thailand, <b>Türkiye</b>, and the Venezuelan Air Force:</p> <p>"All U.S. Government contracts resulting from this Letter of Offer and Acceptance (<b>LOA</b>) must contain one of the following provisions, unless the sales commission and fee have been identified and payment thereof approved in writing by [insert <b>Purchaser</b>] before contract award:</p> <p>a. For firm fixed-price contracts or fixed-price contracts with economic price adjustment:</p> <p>The contractor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or fees for contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to [insert <b>Purchaser</b>].</p> <p>b. For all other types of contacts:</p> <p>Notwithstanding any other provision of this contract, any direct or indirect costs of sales commissions or fees for contractor (or subcontractor) sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services</p>	



called for by this contract to [insert Purchaser] will be considered as an unallowable item of cost under this contract."

## Continental United States (CONUS) Training

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C10.8.2</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) and Building Partner Capacity Letters of Offer and Acceptance (LOAs)</b>, Amendments, and Modifications that include training for international students in the <b>United States</b>.</p> <p>This note should be included underneath the <b>Military Articles and Services List (MASL)</b> description for the applicable line (vice in the note pages).</p>	
<b>Note Text</b>	
“This case includes <b>Continental United States (CONUS)</b> training for international students.”	

**Cooperative Logistics Supply Support Arrangement (CLSSA) - Associated Foreign Military Sales Order (FMSO) I Letter of Offer and Acceptance (LOA)**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for Foreign Military Sales Order (FMSO) II Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"The associated Foreign Military Sales Order (FMSO) I Letter of Offer and Acceptance (LOA) is [insert case designator]. The LOA Standard Terms and Conditions of this LOA apply, as do the terms and procedures established by the Cooperative Logistics Supply Support Arrangement (CLSSA) in the associated FMSO I case. In the event of inconsistencies between the LOA and the CLSSA, the LOA governs."	

**Cooperative Logistics Supply Support Arrangement (CLSSA) - Associated Foreign Military Sales Order (FMSO) II Letter of Offer and Acceptance (LOA)**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) I Letters of Offer and Acceptance (LOAs)</b> , Amendments, and Modifications when the FMSO II LOA is known <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"This <b>Letter of Offer and Acceptance (LOA)</b> is issued in conjunction with <b>Foreign Military Sales Order (FMSO) II</b> , [insert case designator]. The LOA Standard Terms and Conditions of this LOA apply, as do the terms and procedures established by the Cooperative Logistics Supply Support Arrangement (CLSSA) attached with this LOA. In the event of inconsistencies between the LOA, including the Standard Terms and Conditions, and the additional terms and conditions set forth in the CLSSA, the LOA governs."	

**Cooperative Logistics Supply Support Arrangement (CLSSA) - Financial Summary**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) I Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<ol style="list-style-type: none"> <li>1. "Value of Part A: [\$___].</li> <li>2. Supply Support Arrangement Surcharge: [\$___].</li> <li>3. Current Financial Requirement: [\$___].</li> <li>4. Previous Financial Requirement: [\$___] (applies to Amendments only).</li> <li>5. Balance due from purchaser: [\$___] (Current Financial Requirement minus Previous Financial Requirement; applies to Amendments only)."</li> </ol>	

**Cooperative Logistics Supply Support Arrangement (CLSSA) - Foreign Military Sales Order (FMSO) I Purpose**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) I Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"Cooperative Logistics Supply Support Arrangement (CLSSA) is an agreement between a Military Department and a purchaser; setting forth the terms and conditions under which the DoD will provide supply support of common weapons systems on an equal basis with U.S. Forces in accordance with the purchaser's Force Activity Designator (FAD) and the Uniform Materiel Movement and Issue Priority System (UMMIPS). This <b>Foreign Military Sales Order (FMSO) I</b> case provides an equity investment for defense articles to support a purchaser's anticipated requirement in the DoD inventory. The Military Department uses this equity investment to procure additional levels of centrally stocked or centrally managed items, in preparation for purchase order."</p>	

## Cooperative Logistics Supply Support Arrangement (CLSSA) - Force Activity Designator (FAD)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) II Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"Force Activity Designator (FAD) [insert FAD] is assigned to this <b>Letter of Offer and Acceptance (LOA)</b> . Appropriate FAD priorities will be assigned to requisitions in accordance with Uniform Materiel Movement and Issue Priority System (UMMIPS) procedures. Requisitions will be for centrally stocked or centrally managed items (identified by National Stock Numbers) required to replenish (not augment) purchaser's in- <b>territory</b> stock levels."	

**Cooperative Logistics Supply Support Arrangement (CLSSA) - Replacement Foreign Military Sales Order (FMSO) II Letter of Offer and Acceptance (LOA)**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) II Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> that replace the previous FMSO II LOA unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"This <b>Foreign Military Sales Order (FMSO) II Letter of Offer and Acceptance (LOA)</b> supersedes the previous FMSO II LOA, [insert case designator]."	



## Cooperative Logistics Supply Support Arrangement (CLSSA) - Requisitioning

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) II Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"All items requisitioned under this Cooperative Logistics Supply Support Arrangement (CLSSA) should be for stock replenishment, as the requirement occurs, and not for initial provisioning, depots rebuild support programs, or the purpose of a one-time stock level increase. Requisitions will be restricted to those items specifically in support of the weapon systems and major end items identified in the <b>Foreign Military Sales Order (FMSO) I</b>. Nonrecurring demands and non-programmed requirements can be submitted and/or projected for inclusion in the subsequent renegotiation effort, subject to stock availability."</p>	

## Cooperative Logistics Supply Support Arrangement (CLSSA) - Stock Augmentation

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) I Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"A stock augmentation period is required to establish or re-establish the prerequisite inventories within the <b>DoD</b> supply system. This period is tied to the procurement lead time for each individual item. As the specific augmentation period for an individual item lapses, orders received from the purchaser for each item under the corresponding <b>Foreign Military Sales Order (FMSO) II</b> case(s) can be filled from stock. An augmentation period does not apply for Defense Logistics Agency (DLA) items."</p>	

## Cooperative Logistics Supply Support Arrangement (CLSSA) - Supply Exclusions

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for Foreign Military Sales Order (FMSO) II Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"Categories of items that cannot be requisitioned under this <b>Letter of Offer and Acceptance (LOA)</b> are: major defense equipment, significant military equipment, excess defense articles, parachutes, explosive ordnance items, commercial items of materiel more readily provided from in- <b>territory</b> , controlled medical items, modification kits, ozone depleting substances, technical data packages or other similar documentation that conveys manufacturing process information, publications, tool sets, cryptographic equipment, classified materiel or equipment, or initial spares."	

## Cooperative Logistics Supply Support Arrangement (CLSSA) - Supply Support Arrangement Surcharge

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) I Letters of Offer and Acceptance (LOAs)</b> . Mandatory for Amendments and Modifications when adjustments result in an increase to the current year materiel value.	
<b>Note Text</b>	
"A one-time nonrefundable Supply Support Arrangement surcharge of 5% is assessed on the on-hand portion (Part A) of this <b>Letter of Offer and Acceptance (LOA)</b> . When any adjustment results in an increase to the current year materiel value of the LOA, an additional charge will be computed on the difference between the current year materiel value and the new higher materiel value. This charge is applied even though a higher Part A value may have existed in a prior year."	

**Cooperative Logistics Supply Support Arrangement (CLSSA) - Support Availability**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales Order (FMSO) II Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> unless the latest version of the note is on the <b>Implemented Version</b> .	
<b>Note Text</b>	
"Requirements authorized for requisitioning under this <b>Letter of Offer and Acceptance (LOA)</b> will be accepted as long as funds are available to process them."	

## Foreign Military Sales Design and or Construction Services

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C4.4.7.</a> and <a href="#">Appendix 8 - Design and Construction Services (DC)</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include design and construction services unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"This <b>Letter of Offer and Acceptance (LOA)</b> includes design and or construction services offered under the authority of <b>Arms Export Control Act (AECA)</b>, section 29 (<a href="#">22 U.S.C. 2769</a>). The construction agent for this portion of the program is [insert name/organization acting as the DoD construction agent]." [If construction is on a U.S. military installation, add the below text] Except for funds necessary to carry out partner design and planning services this line is contingent upon conclusion of a Lease, Contribution agreement or a <b>Technical Arrangement (TA)</b> that conveys primary operational use and access of DoD-owned U.S. military installation facilities pursuant to the [insert applicable Title 10 Secretarial authority] for construction of required facilities by the <b>Implementing Agency (IA)</b>. If the TA is terminated prior to the completion of the specified facilities listed in the TA, the DoD reserves the right to either (1) assume ownership of any improvements or any new facilities or (2) request removal of any improvements, demolition of any new facilities and reconstitution of the area at a cost to the IA prior to program closure. No residual value will be paid to the Partner Nation for any facilities fully or partially constructed pursuant to the TA or the LOA. If the U.S. elects, all improvements, and any new facilities shall revert or transfer to the U.S. automatically and the IA will execute any documentation reasonably requested by the U.S. to confirm transfer or reversion and be free and clear of liability. Upon TA termination, the corresponding LOA must be amended to remove the provision of any future design and construction services to the Partner Nation.</p>	

## End Use - **Foreign Assistance Act (FAA), Section 607**

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> under the authority of the <b>Foreign Assistance Act (FAA), Section 607 unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"The purchaser will, except as may otherwise be mutually agreed in writing by the U.S. Government, comply with attached Standard Terms and Conditions and use the items sold under this Letter of Offer and Acceptance ( <b>LOA</b> ), or direct their use by personnel and organizations under its auspices, only for purposes authorized."	

## End Use Monitoring (EUM)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
See <a href="#">Chapter 8</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Limited Dates of use - Apply to all Amendments and Modifications of Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs) with a DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) approval date prior to January 1, 2011 <b>per note usage instructions</b>.</p> <p>Effective January 1, 2011, this note may no longer be used on <b>LOAs</b> as note wording has been incorporated into the Standard Terms and Conditions.</p>	
<b>Note Text</b>	
<p>"Pursuant to section 505 of the Foreign Assistance Act (FAA) of 1961 (<a href="#">22 U.S.C. 2314</a>), as amended, and section 40A of the Arms Export Control Act (AECA) (<a href="#">22 U.S.C. 2785</a>), the U.S. Government will be permitted, upon request, to conduct end use monitoring (EUM) verification with respect to the use, transfer, and security of all defense articles and defense services transferred under this <b>Letter of Offer and Acceptance (LOA)</b>. The purchaser agrees to permit scheduled inspections or physical inventories upon U.S. Government request, except when other means of EUM verification have been mutually agreed. Upon request, inventory and accountability records maintained by the purchaser will be made available to U.S. personnel conducting EUM verification."</p> <p>If an Enhanced EUM item is included in the <b>Foreign Military Sales (FMS)</b> case, add the following sentence to the end of the standard note text above:</p> <p>"Enhanced EUM physical security and accountability requirements are annotated in note [insert LOA note number]."</p>	



## Environmental Hazards

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> items that may pose environmental hazards <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"There may be items included in this sale that require special skills or equipment for operation, maintenance, or disposal in a manner that will minimize environmental hazards. Purchaser should refer to [insert technical manual or other source data] for details."	

## Excess Defense Articles (EDA) - Associated Services

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Appendix 8 <a href="#">Excess Defense Articles</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory on <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> when articles, services, and/or training (e.g., <b>packing, crating, handling and transportation</b> (PCH&T), publications) are offered in association with Excess Defense Articles (EDA) grant transfers <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"This <b>Letter of Offer and Acceptance (LOA)</b> provides funds for packing, crating, handling and transportation (PCH&amp;T) of the equipment listed in [insert attachment or note number] that is being provided on a grant basis under the Foreign Assistance Act of 1961, Section 516 (<a href="#">22 U.S.C. 2321j</a>), as amended. The equipment listed is offered in "as is, where is" condition and may not meet serviceability standards normally prescribed by the U.S. Military for sale to security assistance purchasers. Items may be missing basic issue items and accessories; be in excess of hour/mileage standards; and may not have applicable publications/records. Acceptance of this <b>LOA</b> does not imply or commit the U.S. Government to accept separate requests for rehabilitative services, supply of shortages, future supportability, or training. These services will be provided only if available within the resources of the U.S. Military at the time a request is made by the purchaser and at the purchaser's expense. Any <b>Supply Discrepancy Report Standard Form (SF) 364 Report of Discrepancy (ROD)</b> submitted against this LOA is limited to services provided under the case and cannot be submitted against the materiel listed in [insert attachment or note number]."</p>	

## Excess Defense Articles (EDA) - Authorization

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See Appendix 8 <a href="#">Excess Defense Articles</a>	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory on <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> that include <b>Excess Defense Articles (EDA)</b> sales or grants. This note must be included as an LOA note for <b>all EDA items</b> or EDA commodity <b>types</b> (by value) as listed on the DSCA authorization message. <b>The Implementing Agency (IA)</b> can either 1) add one EDA Authorization note that encompasses all the EDA items or EDA commodity types in the LOA or 2) add one EDA Authorization note per EDA line on the LOA.</p> <p>Mandatory for Amendments and Modifications when an EDA sale or grant <b>line</b> is added or changed, to include any changes in EDA quantity or EDA values.</p>	
<b>Note Text</b>	
<p>“For item [name of item or commodity group], the <b>Defense Security Cooperation Agency (DSCA) Excess Defense Articles (EDA)</b> authorization message allows a not to exceed [if quantity is provided: total item quantity of XX,] total original acquisition value of \$XXX, and total current estimated value of \$XX to be transferred.</p> <p>This <b>EDA line XXX</b> provides a [if quantity is provided: total item quantity of XX,] total original acquisition value of \$XX, and total current estimated value of \$XX.</p> <p><b>After execution of this LOA (or Amendment or Modification), the following will remain available under the DSCA EDA authorization: XX items, or, if quantities are not specified, the total original acquisition value of \$XX and current estimated value of \$XX).</b></p> <p>Grant Value is \$0. [Insert only if the EDA transfer is a grant, to correspond with the \$0 value in the line.]</p> <p>Location of EDA items: _____</p> <p>Condition Code of EDA items: _____</p> <p>DSCA Record Control Number: _____”</p>	

## Excess Defense Articles (EDA) - Sales or Grant: Condition of Materiel

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Appendix 8 <a href="#">Excess Defense Articles</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include Excess Defense Articles (EDA) sale or grant items unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"Equipment in <b>lines</b> [insert <b>line</b> numbers] is offered in "as is, where is" condition and may not meet serviceability standards normally prescribed by the U.S. Military for sale to security cooperation purchasers. Items may be missing basic issue items and accessories; be in excess of hour/mileage standards; and may not have applicable publications/records. Acceptance of this Letter of Offer and Acceptance (LOA) does not imply or commit the U.S. Government to accept separate requests for rehabilitative services, supply of shortages, future supportability, or training. These services will be provided only if available within the resources of the U.S. Military at the time a request is made by the purchaser and at the purchaser's expense. <b>Supply Discrepancy Report <a href="#">Standard Form (SF) 364 Report of Discrepancy (ROD)</a></b> cannot be submitted against the equipment in <b>lines</b> [insert <b>line</b> numbers]."	

## Excess Defense Articles (EDA) - Storage Charges for Grant EDA

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Appendix 8 <a href="#">Excess Defense Articles</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> associated with <b>Excess Defense Articles (EDA)</b> grant transfers of equipment. Mandatory for Amendments and Modifications of cases associated with EDA grant transfers of equipment that previously did not include this materiel.	
<b>Note Text</b>	
"If the purchaser does not arrange to remove the materiel listed in [insert attachment or note number] within 60 days after implementation of the <b>Letter of Offer and Acceptance (LOA)</b> , a storage charge will be determined by applying 1.5 <b>percent</b> annually (.125 <b>percent</b> monthly) against the original acquisition value of the materiel. Storage charges will commence with the materiel release order date. These costs will be recouped by adding a storage line to this LOA via modification."	

## Foreign Military Sales (FMS) Agent Sale

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F21</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> that request/include Agent Sales via the <b>North Atlantic Treaty Organization (NATO) Support and Procurement Agency (NSPA)</b> or the <b>Organisation Conjointe de Coopération en matière d'Armement (OCCAR)</b> , also known as the <b>Organisation for Joint Armament Cooperation</b> .	
<b>Note Text</b>	
Note Text <b>North Atlantic Treaty Organization (NATO) Support and Procurement Agency (NSPA):</b>	
<ol style="list-style-type: none"><li>1. "Pursuant to <b>22 U.S.C. 2753(a)</b>, the parties certify that the <b>Foreign Military Sales (FMS) Purchaser</b> has provided the <b>Defense Security Cooperation Agency (DSCA)</b> or the <b>Implementing Agency (IA)</b> with documentation establishing the <b>North Atlantic Treaty Organization (NATO) Support and Procurement Agency (NSPA)</b> as its Agent for purposes of this transaction, and the <b>FMS Purchaser</b> further agrees that it will abide by any terms and conditions entered into by the Agent on its behalf.</li><li>2. Any defense articles or services under this <b>Letter of Offer and Acceptance (LOA)</b> may be provided directly to the agent or to the principal for which they have been identified in this LOA. No defense article or service identified for one principal in this LOA may be transferred to another principal without prior U.S. Government consent.</li><li>3. NSPA further agrees that it will abide by Conditions 2.3.- 2.7. of the Standard Terms and Conditions while the defense articles or services provided under this LOA are temporarily under its control or possession."</li></ol>	
Note Text <b>Organisation Conjointe de Coopération en matière d'Armement (OCCAR):</b>	
<ol style="list-style-type: none"><li>1. "Pursuant to <b>22 U.S.C. 2753(a)</b>, the parties certify that the <b>Foreign Military Sales (FMS) Purchaser</b> has provided the <b>Defense Security Cooperation Agency (DSCA)</b> or the <b>Implementing Agency (IA)</b> with documentation establishing the <b>Organisation Conjointe de Coopération en matière d'Armement (OCCAR)</b>, also known as the <b>Organisation for Joint Armament Cooperation</b>, as its Agent for purposes of this transaction, and the <b>FMS Purchaser</b> further agrees that it will abide by any terms and conditions entered into by the Agent on its behalf.</li><li>2. Any defense articles or services under this <b>Letter of Offer and Acceptance (LOA)</b> may be provided directly to the agent or to the principal for which they have been identified in this LOA. No defense article or service identified for one principal in this LOA may be transferred to another principal without prior U.S. Government consent.</li><li>3. OCCAR further agrees that it will abide by Conditions 2.3.- 2.7. of the Standard Terms and Conditions while the defense articles or services provided under this LOA are temporarily under its control or possession."</li></ol>	

## Leahy Prohibition for Foreign Military Financing (FMF) and Excess Defense Article (EDA) Cases

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
See Table <a href="#">C4.T3</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Limited dates of use - Use for all new Foreign Military Financing (FMF) or Excess Defense Articles (EDA) cases implemented after December 31, 2021.</p> <p>Add note to Amendments when the Basic FMF or EDA case was implemented <b>per note usage timeline</b>, unless the note is on the current Implemented Version.</p> <p>Add note to Amendments implemented <b>per note usage timeline</b> that add EDA lines or FMF Terms of Sale to any Basic case, unless the note is on the current Implemented Version. <b>Do not add note to Modifications.</b></p>	
<b>Note Text</b>	
<p>“The Benefitting <b>Partner</b> agrees that, unless the consent of the U.S. Government has first been obtained, the Benefitting <b>Partner</b> shall not provide any assistance furnished by the United States of America furnished under this <b>Letter of Offer and Acceptance (LOA)</b> to any security force unit of the Benefitting <b>Partner</b> that the U.S. Government has identified to the Benefitting <b>Partner</b> via diplomatic channels as prohibited from receiving such assistance under Section 620M of the Foreign Assistance Act (FAA) of 1961 (<a href="#">22 U.S.C. 2378d</a>), also known as the Leahy law.”</p>	

**Limitations of Materiel Delivery, Training, or Defense Services of Enhanced End Use Monitoring (EEUM) Defense Articles**

<b>Foreign Military Sales</b>	Yes, by exception
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">CAC-Enabled SAMM - C8.T4</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include EEUM defense articles unless the latest version of the note is on the Implemented Version.</b> This note is not required for transfer of <b>communications security (COMSEC) or Night Vision Devices (NVDs)</b> that require EEUM because guidance for such items is addressed prior to the LOA development process.</p> <p>In addition to mandatory note usage for BPC cases, the Assistance Monitoring Division (AMD) Chief may authorize limited note usage for <b>Foreign Military Sales (FMS)</b> cases if required. For FMS cases, the LOA is subject to Section 3 of the Arms Export Control Act (AECA) vice Section 505 of the Foreign Assistance Act (FAA) (<a href="#">22 U.S.C. 2314</a>).</p>	
<b>Note Text</b>	
<p>“Item(s) transferred pursuant to this <b>Letter of Offer and Acceptance (LOA)</b> are subject to Section 505 of the Foreign Assistance Act (FAA) of 1961, as amended (<a href="#">22 U.S.C. 2314</a>) or Section 3 of the Arms Export Control Act (AECA) for <b>Foreign Military Sales (FMS)</b> cases. In order to implement the requirements of Section 505, the Implementing Agency is not authorized to deliver the defense articles, training, or materiel pertaining to the Enhanced End Use Monitoring (EEUM) item on this LOA to the <b>Purchaser/Benefitting Partner</b>/international organization unless a completed Control Plan and/or site certification is uploaded to the <b>Security Cooperation Information Portal-End Use Monitoring (SCIP-EUM)</b> database, as appropriate. <b>Security Assistance Management Manual (SAMM)</b> Chapter 8 provides guidance on required control plan and site certification contents. Upon upload of the applicable documentation to SCIP-EUM, the Implementing Agency must obtain written consent from Defense Security Cooperation Agency (DSCA) (<b>Office of International Operations, Global Execution Division, Assistance &amp; Monitoring Division (IOPS/GEX/AMD)</b>) Directorate to ensure compliance with U.S. law and regulatory requirements prior to shipment/delivery of any defense articles, training, or defense services to the <b>Purchaser/Benefitting Partner</b>/international organization. In the event an item is on contract and ready for shipment/delivery, contract storages charges may apply if necessary documentation or compliance is not obtained and the item is being held until approval is received.”</p>	



## Line [Insert Line Number] Description

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F6</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for each line on <b>Foreign Military Sales (FMS) and Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> unless all line description information can fit beneath the <b>Military Articles and Services Listing (MASL)</b> description. If any one line requires a <b>line description note</b>, a <b>line description note</b> must be included for each line.</p> <p>For FMS cases only (and not applicable to BPC cases): All existing Non-Specific Requirements line notes must be changed on the next Amendment to the below format if not already in the correct format on the current implemented version.</p>	
<b>Note Text</b>	
<p>Varies - wording must be determined on a line-by-line basis. Wording must include a detailed description of items being sold or services performed.</p> <p>The <b>Implementing Agency (IA)</b> is responsible for adding non-standard notes, as required. <b>Line</b> description notes for training, service, or technical assistance lines will include an explanation of the category of service stated as severable or non-severable along with the expected period of performance for services.</p> <p>The IA is responsible to identify any program(s) requiring a Program Support Charge.</p> <p>The following text is only applicable to FMS cases with Non-Specific Requirements lines (and not applicable to BPC cases) and required to be included in the Line Note: "This line provides for non-specific requirements to hold national funds budgeted but not yet programmed [in support of the following: (if needed while ensuring that no false impressions are provided)]. If the Purchaser requests to expend funds allocated to this line for specific requirements, the funds will be realigned via Letter of Offer and Acceptance (LOA) Amendment in which new line(s) will be established or funds added to existing line(s)."</p> <p>The following statement will only be added if specified in the <b>Letter of Request (LOR)</b>: "The Purchaser allows the use of funds allocated to the Non-Specific Requirements line to cover price increases on other case lines utilizing an LOA Modification."</p>	

## Medical Expenses in the **Continental United States (CONUS) - Building Partner Capacity (BPC)**

<b>Foreign Military Sales</b>	No
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Chapter 10</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include training of Benefitting Partner student(s) in the continental United States (CONUS) unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"As part of the Invitational Travel Order (ITO) process, Benefitting <b>Partner</b> students will be medically screened before travel to the <b>continental United State (CONUS)</b> and the Security Cooperation Organization (SCO) will recommend that the Benefitting <b>Partner</b> purchase or provide medical insurance coverage for each student. A line may be included on this <b>Letter of Offer and Acceptance (LOA)</b> to cover only unforeseen or emergency medical expenses that arise during travel, in the event that the student's insurance is inadequate."	

## Missile Technology Control Regime (MTCR)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
See Section <a href="#">C3.7.1</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Limited dates of use - Use for Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications with a DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) approval date prior to January 1, 2011, if not previously included on the <b>Implemented Version</b>.</p> <p>Effective January 1, 2011, <b>this note</b> may no longer be used <b>on LOAs</b> as note wording has been incorporated into the Standard Terms and Conditions.</p>	
<b>Note Text</b>	
<p>"Paragraph 2.3 of the Standard Terms and Conditions of this <b>Letter of Offer and Acceptance (LOA)</b> discusses use and transfer restrictions on articles and services provided under this LOA and emphasizes that the purchaser "must not use or permit their use for purposes other than those authorized, unless the written consent of the U.S. Government has first been obtained." The purchaser agrees not to divert articles and services received under this LOA for purposes or uses other than those for which furnished to include, but not limited to, any use that could contribute to the acquisition, design, development or production of a "missile," as defined in Section 74 of the <b>Arms Export Control Act (AECA)</b> (<a href="#">22 U.S.C. 2797c</a>). The items will be used only for the purpose stated and such use will not be modified nor the items modified or replicated without the prior consent of the U.S. Government; neither the items nor replicas nor derivatives thereof will be retransferred without the consent of the U.S. Government. The U.S. Government also reserves the right to take action under Section 73(a) of the AECA (<a href="#">22 U.S.C. 2797b(a)</a>) in the case of any export or transfer of any <b>Missile Technology Control Regime (MTCR)</b> equipment or technology that contributes to the acquisition, design, development or production of missiles in a country that is not an MTCR adherent."</p>	

## Modifications of U.S. Defense Articles

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for all <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> defense articles <b>unless the latest version of the note are on the Implemented Version.</b>	
<b>Note Text</b>	
“In addition to the requirements of Standard Condition 2.5, the Purchaser agrees not to modify any defense article on this case from its original configuration at the point of delivery, and not to use it other than as originally intended or on another platform or system, unless the modification is carried out through another <b>Foreign Military Sales (FMS)</b> case or the U.S. Department of State has provided written consent for such modification or use. In case of any questions, please contact the Political Military Bureau of the U.S. Department of State’s Third Party Transfer Team at <a href="mailto:PM_RSAT-TPT@state.gov">PM_RSAT-TPT@state.gov</a> ’	

## Offset Costs

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
See <a href="#">Section C6.3.9</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Limited dates of use - Use for Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications with a DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) approval date prior to January 1, 2011 for articles/services that will be sourced from procurement and financed wholly with purchaser cash or repayable Foreign Military Financing (FMF) funds unless previously included on the Implemented Version.</p> <p>Effective January 1, 2011, this note may no longer be used on LOAs as note wording has been incorporated into the Standard Terms and Conditions.</p>	
<b>Note Text</b>	
<p>"The DoD is not a party to any offset agreements/arrangements that may be required by the purchaser in relation to the sales made in this Letter of Offer and Acceptance (LOA) and assumes no obligation to administer or satisfy any offset requirements or bear any of the associated costs. To the extent that the purchaser requires offsets in conjunction with this sale, offset costs may be included in the price of contracts negotiated under this LOA. If the purchaser desires visibility into these costs, the purchaser should raise this with the contractor during negotiation of offset arrangements."</p>	

## Operational Test and Evaluation (OT&E) Incomplete (Yockey Waiver)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C5.1.8</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, Modifications, and Price and Availability (P&amp;A)</b> Data that add/include developmental systems that have not yet been approved for U.S. production (i.e., Defense Acquisition Board full rate production has not been approved) as defined in <a href="#">DoDI 5000.85</a> <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>"<b>Line</b> [Insert item name and program description] has not completed U.S. <b>Government</b> testing and is not yet in full production. There is a risk that if problems arise in testing, the U.S. Government may decide not to acquire this system. <b>Should this occur</b>, the procurement cost of the item will likely increase, <b>there may be delays to the scheduled deliver of this system</b>, and there could be future interoperability problems with U.S. forces."</p> <p>Add other text as required to explain the specific case.</p>	

## Patent Rights

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> when an individual, commercial entity, or foreign country asserts ownership of a foreign patent on an item to be sold on the case and there are reasonable grounds that a purchaser may be subjected to a possible claim for infringement.</p> <p>The note should read substantially as shown but may be tailored on a case-by-case basis.</p> <p>Mandatory for Amendments and Modifications that add materiel where such infringement claims are possible.</p>	
<b>Note Text</b>	
"[Insert name of individual, commercial entity, or foreign country, and address] has alleged rights in certain components of <b>line</b> _____ offered herein. In this connection, the purchaser's particular attention is invited to Standard Terms and Conditions, paragraph 3."	

## Permanent Change of Station (PCS) Personnel

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C5.4.7.6</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) and Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs)</b> that include costs for Permanent Change of Station (PCS) personnel.</p> <p>This note should be included underneath the <b>Military Articles and Services List (MASL)</b> description for the applicable line (vice in the note pages). <b>Implementing Agencies (IAs)</b> must ensure the PCS check box on the Case Detail window in <b>the Defense Security Assistance Management System (DSAMS)</b> is checked.</p> <p>Mandatory for Amendments and Modifications when a <b>line</b> that includes PCS costs is added or changed.</p>	
<b>Note Text</b>	
"This case includes personnel Permanent Change of Station ( <b>PCS</b> ) costs."	



## Personnel Protection and Related Costs

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See Section <a href="#">C5.4.7.7</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> when it is envisioned that the purchaser may fail to abide by existing Status of Forces Agreement (SOFA) or other status provisions thus increasing costs associated with an FMS program <b>unless the latest version of the note is on the Implemented Version</b>.</p> <p>Wording may be determined on a case-by-case basis. Text provided in this table is for sample purposes only.</p>	
<b>Note Text</b>	
<ol style="list-style-type: none"> <li>1. "Passports, Visas, Licenses, and Permits.             <ol style="list-style-type: none"> <li>a. The <b>U.S. Government</b> and/or U.S. Government contractor cost and delivery estimates herein anticipate the purchaser will, within the framework of its laws, ensure the timely issuance of work, entry, or exit visas; work, vehicle operator, residence, or in-<b>territory</b> travel permits; and any other appropriate licenses or permits required of the personnel, including dependents, to carry out this effort.</li> <li>b. U.S. Government and/or U.S. Government contractors will be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate purchaser agency for the required passports, visas, licenses, or permits. The U.S. Government and/or U.S. Government contractors will be responsible for the sponsorship of its employees and their dependents and will process said permits directly with the appropriate purchaser agency.</li> </ol> </li> <li>2. Access. U.S. Government and/or U.S. Government contractor cost and delivery schedules herein anticipate that U.S. personnel in <b>territory</b> will be authorized, at no cost, reasonable access to all data, plans, reports, or other information and all existing and proposed offices, sites, and areas within <b>territory</b> as required to accomplish this effort.</li> <li>3. Export of Data. U.S. Government and/or U.S. Government contractor personnel will not be required or expected to deliver to the purchaser, nor to any person or entity not a citizen of the <b>United States</b>, any technical data produced or utilized under this <b>Letter of Offer and Acceptance (LOA)</b> until the purchaser has been furnished with clear evidence that such delivery of the data is (1) approved by the <b>U.S. Department of State</b> pursuant to the International Traffic in Arms Regulations, or (2) approval is not required.</li> <li>4. Taxes, Duties, and Charges for Doing Business. U.S. Government and/or U.S. Government contractor contracts(s) implementing this LOA will include the clause entitled "Taxes-Foreign Fixed-Price Contracts (<b>Feb 2013</b>)" set forth in <a href="#">Federal Acquisition Regulation (FAR) Subsection 52.229-6</a>, and/or the clause entitled "Taxes Foreign Cost-Reimbursement Contracts (March 1990)" set forth in <a href="#">FAR Subsection 52.229-8</a>, depending on acquisition plans; therefore, price and delivery estimates within this LOA anticipate the following:             <ol style="list-style-type: none"> <li>a. Property, materiel, equipment, household furniture, appliances, and supplies imported into the <b>territory</b> by U.S. Government and/or U.S. Government contractors exclusively for use in</li> </ol> </li> </ol>	

support of the U.S. Government and/or U.S. Government contractors and its personnel and consigned and marked as required or approved by the U.S. Government will be exempt from import and export duties, taxes, licenses, excises, imposts, and any other identifiable charges. The U.S. Government and/or U.S. Government contractor will maintain an inventory control and accounting system adequate to reflect the usage and disposition of all U.S. Government and/or contractor-owned property that has entered the **territory** duty-free under this LOA.

- b. The purchaser, its agencies, and political subdivisions will levy no taxes or fees (including taxes on individual or corporate income or property, customs and import duties, or other taxes on employee personal household goods, supplies and personal effects imported into the **territory** for personal use) on the U.S. Government and/or U.S. Government contractor, its employees, or the dependents of such employees.
  - c. If any charges under 4.a. or 4.b. are imposed by the purchaser, costs thereby incurred by the U.S. Government and/or U.S. Government contractor will be reimbursed to the U.S. Government and/or U.S. Government contractor at cost, including applicable overhead and General and Administrative, but excluding profit, out of national funds to be provided by the purchaser under this LOA.
5. Security. U.S. Government and/or U.S. Government contractor price and delivery estimates anticipate that the purchaser will provide adequate security to protect personnel and property associated with this LOA and located on purchaser military bases, installations, or other designated work sites."

## Procurement Using Other Than Full and Open Competition

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C6.3.4</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> that include approved specific source procurement designations.</p> <p>Mandatory for Amendments and Modifications only when they add or change designations for specific source procurement. Previous versions of this note should remain on the LOA if there have been no changes to the specific source designation.</p> <p>When multiple prime/subcontractors are used, affecting multiple lines on the case, the information should be in a 2-column format to make clear which subcontractor(s) are working for each prime contractor.</p>	
<b>Note Text</b>	
<p>"The purchaser has requested in a letter dated [insert date] that [insert name of specific firm or other private source] be designated as [insert "prime contractor" or "subcontractor"] for line/items(s) [insert <b>line</b> numbers] of this Letter of Offer and Acceptance (<b>LOA</b>).</p> <p>This note is confirmation that a specific source designation has been requested in writing by the purchaser and that the <b>DoD</b> has accepted the request pursuant to <a href="#">Federal Acquisition Regulation (FAR) Subsection 6.302-4 International Agreement</a>."</p>	

## Prohibition on Taxation of U.S. Assistance

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
<p>Limited dates of use - Use for Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications with a DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) approval date prior to January 1, 2011, per note usage instructions unless included on the Previously Implemented Version.</p> <p><b>Mandatory for documents</b> that add articles and services (including <b>outside continental United States (OCONUS)</b> training) (excluding Coalition Support Funded and Repair and Return cases) to a case financed with any type of U.S. Assistance Funds appropriated under the Department of State, Foreign Operations, and Related Programs Appropriation Act (e.g., <b>Foreign Military Financing (FMF)</b>, <b>International Narcotics Control and Law Enforcement (INCLE)</b>, <b>Peacekeeping Operations (PKO)</b>, <b>Grant Excess Defense Articles (EDA)</b>, Coalition Solidarity Fund, etc.).</p> <p>Effective January 1, 2011, this note may no longer be used on LOAs as note wording has been incorporated into the Standard Terms and Conditions.</p>	
<b>Note Text</b>	
<p>“Any articles, equipment, materials, supplies, goods, or other commodities purchased with U.S. Assistance Funds appropriated and allocated pursuant to Department of State, Foreign Operations, and Related Programs Appropriation Act in support of this Letter of Offer and Acceptance (LOA), whether provided directly by the U.S. Government or through procurement contracts or otherwise in support of this LOA, must be exempt from all value added taxes and customs duties imposed by the recipient <b>Purchaser</b> or the full amount of the tax or customs duty must be reimbursed by the purchaser. This exemption is in addition to any other tax exemption provided by the purchaser through separate agreements or other means.”</p>	

## Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
DSCA <a href="#">Policy Memo 15-19</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for all <b>European Union (EU) Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> that request Registration, Evaluation, Authorisation, and Restriction of Chemicals (REACH) information <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
“The <b>U.S. Government</b> does not certify that any item on this <b>Letter of Offer and Acceptance (LOA)</b> is compliant with <a href="#">Regulation EC/1907/2006</a> , as amended, on the Registration, Evaluation, Authorisation, and Restriction of Chemicals (“REACH”), nor does any information developed or provided by the United States under this LOA absolve the freight forwarder or manufacturer or other relevant party of their obligations under REACH.”	

## Repair and Return - **Building Partner Capacity (BPC)**

<b>Foreign Military Sales</b>	No
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include Repair and Return lines unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
“The DoD is transporting items on line ___ to be repaired and then returned to the Benefiting <b>Partner</b> and is responsible for complying with U.S. Customs requirements. The Benefiting <b>Partner</b> retains ownership of the item throughout the transport-repair-return process.”	

## Shipment Consolidation - Foreign Military Sales (FMS)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F4</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications</b> when shipment consolidation of LOA articles is anticipated <b>unless the latest version of the note is on the Implemented Version</b> .	
<b>Note Text</b>	
<p>"Materiel provided on lines ____ of this <b>Letter of Offer and Acceptance (LOA)</b> will be moved to a consolidation point before onward transportation to the foreign purchaser. The consolidation point is responsible for the receiving, storage, control of inventory, repacking, (if required) crating, and containerization of materiel. The purchaser will be billed for assessorial charges only to the extent that the U.S. Government incurs cost. The consolidation address is as follows: [insert name and address of consolidation point].</p> <p>Supplemental to LOA Standard Terms and Conditions paragraph 5.4., if the U.S. Government determines that delivery was delayed more than 90 days following passage of title due to shipment consolidation, the date of the shipment from the consolidation location may be used as the start point in determining the one-year period for claim eligibility only."</p>	

## Short Offer Expiration Date (OED)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F6</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs) and Amendments</b> when the offer will expire in less than the standard period of time <b>unless the latest version of the note is on the Implemented Version</b> .	
<b>Note Text</b>	
Varies - Must explain the reason for the short <b>Offer Expiration Date (OED)</b> .	



**Department of State Directed Foreign Military Financing (FMF) Procurement - Team Deployment**

<b>Foreign Military Sales</b>	No
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for Department of State Directed Foreign Military Financing (FMF) Procurement Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include training or services provided by U.S. Government personnel unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
<ol style="list-style-type: none"> <li>1. "Personnel Deployment:             <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c. Funds from this 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 LOA to cover the expenses, the LOA will be modified or amended to include these costs.</li> </ol> </li> <li>2. Team Control:             <ol style="list-style-type: none"> <li>a. The Combatant Command 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.</li> <li>b. Team personnel will not engage in or provide assistance or advice to the Benefitting Partner in a combat or potential combat situation.</li> <li>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 territory; civilian members will hold the precedence assigned by the Team Chief in accordance with their Civil Service grade.</li> </ol> </li> <li>3. Transportation In-territory:             <ol style="list-style-type: none"> <li>a. Transportation arrangements for the team may be made by the SCO but will be funded by this LOA.</li> <li>b. Rental/lease of vehicle(s), or commercial airline transportation within the Benefitting Partner,</li> </ol> </li> </ol>	

should that be necessary for team support, will be charged to this LOA.

- c. 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 LOA."

## Department of State Directed Foreign Military Financing (FMF) Procurement Purchase and Funds Usage

<b>Foreign Military Sales</b>	No
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for Department of State Directed FMF Procurement Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"Funds will not be used to cover any other activities beyond those specified in the Department of State Memorandum to Defense Security Cooperation Agency (DSCA) without conferring with the Department of State to ensure consistency with policy, Congressional Notification, and Reporting."	

## Department of State Directed Foreign Military Financing (FMF) Procurement Reporting Requirements

<b>Foreign Military Sales</b>	No
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for Department of State Directed Foreign Military Financing (FMF) Procurement Letters of Offer and Acceptance (LOAs), Amendments, and Modifications unless the latest version of the note is on the Implemented Version.	
<b>Note Text</b>	
"The Implementing Agency (IA) will submit reports [insert quarterly, annually, etc.], to provide the required information as specified by the Defense Security Cooperation Agency (DSCA) (Office of Business Operations (OBO)). The following information will be included in the IA's report: [list information to be reported as specified by DSCA (Office of Business Operations, Financial Policy & Regional Execution Directorate, Financial Policy Division (OBO/FPRE/FP))]."	

## Supply Discrepancy Report (SDR) Time Limits

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F4</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> that include any materiel or service.	
Does not apply to Amendments or Modifications of previously approved LOAs.	
<b>Note Text</b>	
<p>"Pursuant to paragraph 5.4 of the Standard Terms and Conditions with regard to Supply Discrepancy Reports (<b>SDRs</b>), the purchaser agrees to report misdirected or unordered shipments. The purchaser further agrees to report such shipments containing items that are identified as classified/sensitive materiel, and/or arms, arms parts, or explosives, within 24 hours of discovery, regardless of dollar value, for disposition instructions from the U.S. Government. The purchaser agrees to ship such classified/sensitive materiel, and/or arms, arms parts, or explosives within 30 days of U.S. Government direction for such return. For all other items, the purchaser agrees to ship discrepant articles within 180 days of receiving U.S. Government direction for such return. When appropriate, the U.S. Government may direct an expedited return of an exemplar of the discrepant articles prior to issuing further direction."</p>	

## Technical Data Packages (TDPs) for Study Purposes

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C3.5.4</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs)</b> that include any <b>Technical Data Packages (TDPs)</b> for study purposes. Each LOA will state “<b>Technical Data Packages (TDPs)</b> for study (no production authorized)” underneath <b>the Military Articles and Services List (MASL)</b> description.</p> <p>Mandatory for Amendments and Modifications on cases involving TDPs for study purposes.</p>	
<b>Note Text</b>	
<p>"The <b>Technical Data Package</b> offered herein is provided for study purposes only. In making this <b>Foreign Military Sales (FMS)</b> offer to [insert purchaser], the U.S. Government makes no prior commitment or authorization for [insert purchaser] to manufacture the defense equipment described herein. Separate U.S. Government approval is required for such manufacture. TDPs for studies or for revisioning services must be restricted from being used for any indigenous development (i.e., taking the engineering data and using it to modify or design a similar/competing system). The purchaser will agree to any intellectual property protections or restrictions from the Original Equipment Manufacturer. If requested and approved, a new <b>Letter of Offer and Acceptance (LOA)</b> or LOA Amendment will be issued for the provision of a certified production technical data package and any applicable charges for its use for manufacture."</p>	

## Technical Data Packages (TDPs) Revisioning Services

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C3.5.4</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include/update</b> Technical Data Packages (TDPs) <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<p>If <b>Technical Data Package (TDP)</b> transfer notes in the basic <b>Letter of Offer and Acceptance (LOA)</b> comply with the current version of the Security Assistance Management Manual (SAMM) the following note will be used:</p> <p>"The revisioning services offered herein are intended for updating the purchaser's existing [insert "production," <b>Operations and Maintenance (O&amp;M)</b>," or "study"] <b>Technical Data Package (TDP)</b> furnished on <b>Foreign Military Sales (FMS)</b> case [insert case designator], accepted [insert date]. TDPs must be restricted from being used for any indigenous development (i.e., taking the engineering data and using it to modify or design a similar/competing system). The purchaser will agree to any intellectual property protections or restrictions from the Original Equipment Manufacturer. All TDP notes supporting [insert case designator] are incorporated herein by reference and apply to the revisioning services transferred pursuant to this <b>Letter of Offer and Acceptance (LOA)</b>."</p> <p>If a previous revisioning services LOA brought the notes into compliance with the current version of this SAMM section, the following note will be used:</p> <p>"The revisioning services offered herein are intended for updating the purchaser's existing [insert "production," <b>Operations and Maintenance (O&amp;M)</b>," or "study"] <b>Technical Data Package (TDP)</b> furnished on <b>Foreign Military Sales (FMS)</b> case [insert designator], accepted [insert date], and on revisioning service <b>Letter of Offer and Acceptance (LOA)</b> [insert designator], accepted [insert date]. All TDP notes supporting [insert revisioning services LOA designator] are incorporated herein by reference and apply to the revisioning services transferred pursuant to this LOA."</p>	

## Title Retained During Transit

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F4</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include</b> Defense Transportation System (DTS) Delivery Term Code (DTC) 7 for FMS materiel moving through transit point(s) with restrictive national customs requirements where U.S. Government retention of title will facilitate movement. Requests for use of this note must be directed by the applicable Implementing Agency to <b>DSCA (Office of Strategy, Plans, and Policy (SPP))</b> for approval in advance of LOA development <b>unless the latest version of the note is on the Implemented Version.</b></p>	
<b>Note Text</b>	
<ol style="list-style-type: none"><li>1. "In addition to the terms of this <b>Letter of Offer and Acceptance (LOA)</b> and the note titled "Transportation and Services," the U.S. Government agrees to pass title to the purchaser at an inland delivery point in the purchaser's <b>territory</b> as specified in this LOA. As permitted by the LOA Standard Terms and Conditions paragraph 5.1, the <b>DoD</b> may arrange through the Defense Transportation System (DTS) the movement of the applicable defense articles to the authorized delivery point as a reimbursable service and will pass title at the delivery destination in the purchaser <b>territory</b>.</li><li>2. Paragraph 3 of the Standard Terms and Conditions of this LOA governs indemnification and assumption of risks and liability during retention of title by the U.S. Government regardless of the mode of transportation.</li><li>3. Any incurred transportation-related costs that are not covered by rates for Delivery Term Code 7 (i.e., below-the-line transportation costs), will be charged as a service line on the LOA document (i.e., above-the-line costs), and billed to the purchaser. These costs may include, but are not limited to, charges for movement of the <b>Foreign Military Sales (FMS)</b> materiel to/from a secure temporary storage location at a transit point, special documentation requirements for cargo clearance, special clearance requirements associated with a movement of hazardous materiel, security personnel required to accompany the shipment, packing, crating, or otherwise preparing the defense articles for shipment or other unanticipated charges."</li></ol>	



## Training - Homeland Security Information and Forfeiture Charges

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C10.8.2</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) and Building Partner Capacity Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include training of international students in the United States unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
“To receive training under this <b>Letter of Offer and Acceptance (LOA)</b> , the purchaser or Benefitting <b>Partner</b> must provide all required biographic and biometric information for its International Military Students and Accompanying Family Members as arranged and specified by U.S. team in <b>territory</b> to allow adequate time for security vetting. If any required information is not provided by such date, the U.S. Government will cancel or re-schedule the subject training. Forfeiture charges may apply in accordance with the <a href="#">DoD Financial Management Regulation (FMR), Volume 15, Chapter 7</a> and the Security Assistance Management Manual (SAMM), <a href="#">Chapter 10</a> . The purchaser or Benefitting <b>Partner</b> are encouraged to simultaneously submit all required information for both a primary and an alternate training candidate.”	

## Transfer of Working Dogs

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C5.1.3.6. Letter of Requests with Working Dog Requirements</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for all <b>Letters of Offer and Acceptance (LOAs) and Amendments, and Modifications</b> that <b>add/include working dogs unless included on the Implemented Version.</b>	
<b>Note Text</b>	
<p>The Purchaser understands that working dogs are specialized defense articles that require additional controls. The Purchaser agrees to comply with all qualifications, accountability, training records for the handlers and animals, long-term budgeting for animal care and sustainment, end-use requirements, and retirement requirements associated with canines for the life of the animal. Additionally, the Purchaser agrees to allow the <b>U.S. Government</b> to perform annual and other periodic healthy/safety inspections and general welfare checks to ensure the ethical and humane treatment of the working dogs that may include on the job assessments and video or photographic documentation.</p> <ol style="list-style-type: none"> <li>1. <b>Site Certification.</b> Prior to the delivery of the working dogs, a physical site delivery certification/assessment will be performed by the <b>U.S. Government</b> to verify the animals will be placed in an adequate facility. A copy of the approved physical site certification will be kept on-site at each operational location and is reviewable at any time during welfare monitoring checks by designated <b>U.S. Government</b> representatives.</li> <li>2. <b>Physical Security/Access Control.</b> The animals shall be housed in facilities that are at least substantially the same degree of security protection the United States provides. Specific requirements for storage shall be agreed upon by the <b>U.S. Government</b> prior to delivery of the animals. The standards will at least meet the following: <ol style="list-style-type: none"> <li>a. <b>Continuous intrusion detection and electronic or human surveillance, day and night.</b> Coverage provides immediate response to any attempted unauthorized intrusion. The facility maintains the capability to render immediate attention to an animal in physical distress and seek immediate veterinary medical assistance if required. The facility will maintain continuous ability to feed, water, and care for the animal.</li> <li>b. <b>Lighting/Fencing.</b> Doors and locking hardware should be consistent with the structural security requirements for buildings used by DoD. Keys must be readily available in case of an emergency.</li> <li>c. <b>Drug and/or explosives training aids</b> will not be stored in the same facilities.</li> <li>d. <b>New Facility construction.</b> Designs will be consistent with DoD approved design manuals and reviewed by the Army Corp of Engineers for compliance with DoD regulations and standards.</li> <li>e. <b>Access.</b> The Purchaser shall establish a roster of all personnel who have been authorized access to the animals. The access roster will be kept to a minimum number of personnel in order to complete their duties.</li> </ol> </li> <li>3. <b>Nutrition.</b> The Purchaser will provide quality food to meet the energy needs of the working dogs, taking into account the level of activity based upon the concept of operations and schedules of planned used. Fresh water must be provided at all times for working dogs confined in kennels or</li> </ol>	

other facilities.

4. Adequate Healthcare and Veterinary Support. All animals will receive regular, routine veterinary care, to include routine check-ups, vaccinations, and preventive treatments for parasites. The Purchaser will also provide immediate medical attention and emergency veterinary care when needed as well as access to specialized veterinary services for injuries or other health conditions.
5. Retirement and post-service placement. Six months prior to planned retirement (based on the estimated animal's anticipated useful life) the Purchaser will contact the Department of State to initiate a third-party transfer government to non-state or private entities as outline in [Section C8.7.4](#). to enable adoption by an international organization or an approved handler within the partner. The Partner also agrees to notify the Implementing Agency and the Defense Security Cooperation Agency (DSCA) and provide a report of the circumstances if the canine passes away prior to the anticipated retirement date.

## Transportation - Estimated Actual Cost

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C7.12</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) and Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs)</b> that include estimated transportation costs in addition to or instead of the standard transportation rate calculation.	
Mandatory for Amendments and Modifications that add or change estimated transportation costs.	
<b>Note Text</b>	
Varies - Must identify the amount by <b>line</b> for each <b>Defense Transportation System (DTS)</b> transportation element (e.g., <b>continental United States (CONUS)</b> inland, port loading, and ocean transportation).	

## Transportation Charges Above the Line

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
N/A	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) and Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include transportation costs on a separate line</b> (e.g., <b>Special Assignment Airlift Mission (SAAM) or Air Mobility Command (AMC)</b> line) on a case or when transportation costs are included in the above the line costs on materiel lines <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"Any <b>Continental United States (CONUS)</b> and/or <b>Outside CONUS (OCONUS)</b> transportation costs for line(s) [insert line number(s)] are included in the above the line costs on line(s) [insert line numbers where the costs are being captured]."	

## Transportation Charges Not Included

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C15-Legacy.3.2.6.</a>	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS Letters of Offer and Acceptance (LOAs) Amendments and Modifications that rely/add/include</b> transportation funds from another case or source <b>unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
"Any <b>continental United States (CONUS)</b> and/or <b>outside CONUS (OCONUS)</b> transportation costs on line(s) [insert line number(s)] will be funded by [insert funding source for transportation costs, or separate <b>case Identification (ID)</b> ]. Contact [insert Organization/Office Symbol] for the applicable Transportation Account Code (TAC) by line and quantity."	

## Transportation Services through the Defense Transportation Service (DTS)

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Figure C5.F5</a> . for an explanation of each delivery term code to determine if the Defense Transportation Service (DTS) is being used.	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include DTS services unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
<ol style="list-style-type: none"> <li>1. The U.S. Government agrees to provide transportation services for the items identified in this <b>Letter of Offer and Acceptance (LOA)</b> to the point of delivery. The purchaser's property will be transported at the purchaser's risk.</li> <li>2. The purchaser will accept U.S. Government delivery listings as the basis for billing and proof of shipment.</li> <li>3. The purchaser will accept responsibility for clearance of materiel through its customs at the Point of Debarkation (POD) and for movement of the materiel from its POD to the ultimate in-territory destination.</li> <li>4. The purchaser will appoint a duly authorized official to accept and sign for materiel at the POD and submit outturn message and report.</li> <li>5. The purchaser will absorb losses of materiel the U.S. Government does not in fact recover from an independent carrier or handler, including where the U.S. Government is self-insured.</li> <li>6. The purchaser will self-insure such shipments or obtain commercial insurance without any right of subrogation of any claim against the <b>United States</b>.</li> <li>7. The U.S. Government will assist the purchaser in processing any claims that may arise for lost or damaged shipments, in the same manner it processes claims for U.S. Government-owned materiel. Collection of revenue, if any, resulting from approved claims will be credited to the purchaser's account.</li> <li>8. If the purchaser proposes to take delivery and custody of the classified materiel in the <b>United States</b> and use its own facilities and transportation for onward shipment to its territory, a Transportation Plan is required. The Transportation Plan is developed by the DoD Component that prepares the LOA in coordination with the purchasing government as outlined in the Security Assistance Management Manual (SAMM), <a href="#">Chapter 3</a>. The purchaser may obtain assistance in the development of the Transportation Plan with its cleared freight forwarder. Further, the purchaser will notify the Implementing Agency of any changes as they occur to the Transportation Plan. The Implementing Agency (<b>IA</b>) that initiates the <b>Foreign Military Sales (FMS)</b> transaction will designate the security officials who are authorized to evaluate the Transportation Plan to determine whether the plan adequately ensures protection of the highest level of classified materiel involved. The purchaser will be notified of the approval or disapproval of the plan and any changes. If disapproved, the purchaser will be notified of the reason for disapproval and, when possible, changes that would be acceptable to the U.S. Government. As an alternative, the U.S. Government will ship the classified materiel by the Defense Transportation System (<b>DTS</b>)."</li> </ol>	

## Unauthorized Use of Defense Articles

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	CWD
<b>Date Range of Use</b>	Limited
<b>References</b>	
See <a href="#">Table C8.T1</a> .	
<b>Note Usage Instructions for Documents</b>	
<p>Limited dates of use - Use for Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications with a DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) approval date prior to January 1, 2011 unless the latest version of the note is on the Implemented Version.</p> <p>Effective January 1, 2011, this note may no longer be used on LOAs as note wording has been incorporated into the Standard Terms and Conditions.</p>	
<b>Note Text</b>	
<p>"Defense articles furnished under this Letter of Offer and Acceptance may be used only for those authorized purposes set forth in paragraph 2.2 of the Standard Terms and Conditions, unless the written consent of the U.S. Government has been obtained for a different use. The U.S. Government retains the right to verify reports that such defense articles have been used for purposes not authorized or for uses not consented to by the U.S. Government."</p>	



## Warranties

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	No
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C6.3.8</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include additional purchased warranties unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
Varies. If a purchaser-requested warranty is included as a separate <b>line</b> on the case (as a defense service), this information may be included in the <b>Line</b> Description note.	

## White Phosphorous Munitions

<b>Foreign Military Sales</b>	Yes
<b>Building Partner Capacity</b>	Yes
<b>Note Input Responsibility</b>	IA
<b>Date Range of Use</b>	All
<b>References</b>	
See <a href="#">Section C4.4.8</a> .	
<b>Note Usage Instructions for Documents</b>	
Mandatory for <b>Foreign Military Sales (FMS) and Building Partner Capacity (BPC) Letters of Offer and Acceptance (LOAs), Amendments, and Modifications that add/include White Phosphorous Munitions unless the latest version of the note is on the Implemented Version.</b>	
<b>Note Text</b>	
Varies. The text generally specifies that White Phosphorus Munitions are to be used only for purposes such as signaling and smoke screening.	