



DEFENSE SECURITY COOPERATION AGENCY

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

29 SEP 2026

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 26-117, Building
Partner Capacity Clarification Updates [SAMM E-Change 881]

This policy memorandum updates the Security Assistance Management Manual (SAMM) with clerical, administrative, and clarification changes for Building Partner Capacity content. The policy in the attachment is incorporated into the SAMM at <https://samm.dsca.mil>.

If you have questions concerning this guidance, please contact DSCA (Office of Strategy, Plans, and Policy, Execution Policy and Analysis Directorate (SPP/EPA)) at dsca.ncr.spp.mbx.epa@mail.mil.

A blue ink signature of Hussam H. Bader, written in a cursive style.

Hussam H. Bader
Acting Assistant Director
Strategy, Plans, and Policy

Attachment:
SAMM E-Change 881 - Building Partner Capacity Clarification Updates

Attachment: SAMM E-Change 881 – Building Partner Capacity Clarification Updates

1. Update Chapter 3 to add the below and renumber Section C3.1.2.1. to C3.1.2.2.:

C3.1.2.1. A PAR can also be used for Title 10 security cooperation capabilities (the acronym would be for Pre-Memorandum of Request (MOR) Assessment Request in this instance). As soon as the Requesting Authority identifies a specific capability potentially requiring TSFD review and approval, the Requesting Authority should discuss with DSCA (IOPS/WPN) to determine whether a PAR is appropriate to initiate applicable foreign disclosure and technology security release processes. A PAR should only be initiated for concrete capabilities with an approved funding source. Once a PAR is initiated, the process follows the FMS process as outlined in [Section C3.1.2.](#) The PAR should be initiated prior to Congressional Notification.

2. Update Chapter 15 to delete the below:

~~**C15.5.6.2.1.1.1.** Small Parcel Package Direct from Vendor. Use of Delivery Term Code (DTC) 4 (shipping by the vendor) is rare and requires DSCA (Office of Business Operations, Financial Policy & Regional Execution Directorate (OBO/FPRE)) to approve an exception to policy prior to developing the BPC case. The IA should consult DSCA (Office of International Operations, Global Capability Development Directorate (IOPS/GCD)) or the Country Portfolio Director (CPD) prior to case development.~~

3. Update C15.T1. and C15-Legacy.T1. to add the below:

11	During the BPC planning phase, ensure potential requests for Special Operations Forces (Special Operations-Peculiar (SO-P)) material, equipment, and Defense Articles and Services for use by Special Operations Forces (SOF) is shared with USSOCOM, SOF AT&L, International and Operations and DSCA IOPS RPDs and CPDs for release and disclosure issues before providing planning information with the Benefitting Partner.
----	--

4. Update Chapter 15 per below:

- Current:

C15.2.5. Planning and Coordination. Most BPC case and training grant planning occur in conjunction with annual geographic Combatant Command (CCMD) SC planning. The geographic CCMD's J5 organizes this annual SC planning in a series of regional and partner-focused working groups, which is documented in the Theater Security Cooperation Plan (TSCP). Crises, targeted appropriations, and other events may make it necessary for the RA to begin BPC case and training grant planning outside the annual geographic CCMD's planning process. Some authorities, such as [Section 333](#) and [Section](#)

[332](#), have their own annual coordination cycles. The RA must coordinate with the geographic CCMD, the Security Cooperation Organization (SCO), DSCA, and other key USG stakeholders as early in the process as possible. The geographic CCMD should include the Military Departments (MILDEPs) and regional experts within the Office of the Secretary of Defense (OSD) and State to participate in SC planning.

C15.3.11.1.2.2.1. Prime Vendor and Vendor Small Parcel Package Transportation. For system sales, complex acquisition and sustainment efforts, and small parcel packages shipped directly from a vendor, it may be more beneficial for the prime vendor to transport and make delivery of materiel to the Benefitting Partner's designated location. The prime vendor's contract price will include a cost for transportation and ORC Y and DTC 4 will be cited against the defense articles line.

C15.3.11.2.1. Transportation and PC&H program-wide support case(s) must have a correlating line note describing the costs included for each line. BPC cases for defense articles and defense services providing the primary BPC assistance that will have a transportation related charge must include the ["Use of Program Wide Transportation - Building Partner Capacity \(BPC\)"](#) case note. Transportation planning must occur during BPC case development.

C15.5.6.6.1.3. Security Cooperation Organization Delivery Day Requirements. The SCO or another USG employee will sign [Form 1907 "Signature and Tally Record"](#) upon skid count verification on the day of arrival. The SCO or another USG employee will verify each skid has no obvious signs of tampering. The SCO or another USG employee will confirm EUM skid's tamper seal is intact and serial number cross checks with advanced documentation. The SCO or another USG employee will provide for continuous monitoring of materiel from airport to the final destination. The SCO or another USG employee will ensure that defense articles are delivered and secured per EUM requirements, see [Table C8.T2](#).

C15.5.6.6.1.3.1. Receipt Inventory. The SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct an inventory of all articles received in the shipment on the day of arrival or the next day. The SCO, another USG employee, or designee will reconfirm skid count and that each skid has no obvious signs of tampering. The SCO, another USG employee, or designee will reconfirm EUM skid's tamper seal is intact and serial number is correct. The SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct joint serial number inventory of EUM articles against advanced shipping documentation with Benefitting Partner recipient unit representative, as applicable. The SCO or another USG employee (of a designee in the case of unclassified materiel) will conduct joint inventory with Benefitting Partner recipient unit representative of remaining articles. Verification of skid contents by external documentation is sufficient unless there is evidence of tampering or damage. For damaged or tamper evident skids, the SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct a 100 percent inventory of articles, then photograph and document any damage, discrepancies, or evidence of tampering.

- Revised:

C15.2.5. Planning and Coordination. Most BPC case and training grant planning occur in conjunction with annual geographic Combatant Command (CCMD) SC planning. The geographic CCMD's J5 organizes this annual SC planning in a series of regional and partner-focused working groups, which is documented in the Theater Security Cooperation Plan (TSCP). Crises, targeted appropriations, and other events may make it necessary for the RA to begin BPC case and training grant planning outside the annual geographic CCMD's planning process. Some authorities, such as [Section 333](#) and [Section 332](#), have their own annual coordination cycles. The RA must coordinate with the geographic CCMD, the **U.S. Military Group (MILGP)**, DSCA, and other key USG stakeholders as early in the process as possible. The geographic CCMD should include the Military Departments (MILDEPs) and regional experts within the Office of the Secretary of War (OSW) and State to participate in SC planning. **Planning should include Pre-MOR Assessment Requests (PARs) for Classified and Advanced Technology Release Decisions as necessary (see [Section C3.1.2.1.](#)).**

C15.3.11.1.2.2.1. Prime Vendor and Vendor Small Parcel Package Transportation. For system sales, complex acquisition and sustainment efforts, and small parcel packages shipped directly from a vendor, it may be more beneficial for the prime vendor to transport and make delivery of materiel to the Benefitting Partner's designated location. The prime vendor's contract price will include a cost for transportation and ORC Y and DTC 4 will be cited against the defense articles line (see [Table C15.T3A. row 5f for electronic package requirements](#)).

C15.3.11.2.1. Transportation and PC&H program-wide support case(s) must have a ~~correlating~~ line note(s) describing the costs included for each line/s. BPC cases for defense articles and defense services providing the primary BPC assistance that will have a transportation related charge must include the ["Use of Program Wide Transportation - Building Partner Capacity \(BPC\)"](#) case note **when using the program-wide support case.** Transportation planning must occur during BPC case development.

C15.5.6.6.1.3. United States Military Group Security Cooperation Organization Delivery Day Requirements. The MILGP or another USG employee will sign [Form 1907 "Signature and Tally Record"](#) upon skid count verification on the day of arrival. The MILGP or another USG employee will verify each skid has no obvious signs of tampering. The MILGP or another USG employee will confirm ~~EUM~~ the skid's tamper seal is intact and serial number cross checks with advanced documentation. ~~The SCO or another USG employee will provide for continuous monitoring of materiel from airport to the final destination.~~ The MILGP or another USG employee will ensure that defense articles are delivered and secured per EUM requirements, see [Table C8.T2.](#) and [Section C8.4.1.](#)

C15.5.6.6.1.3.1. Receipt Inventory. The MILGP or another USG employee (or a designee only in the case of unclassified materiel) will conduct an inventory of all articles received in the shipment ~~on the day of arrival or the next day at the earliest opportunity in coordination with the Benefitting Partner.~~ The MILGP, another USG employee, or designee will reconfirm skid count and that each skid has no obvious signs of tampering. The MILGP, another USG employee, or designee will reconfirm ~~EUM~~ the skid's tamper

seal is intact and serial number is correct. The **MILGP** or another USG employee (or a designee only in the case of unclassified materiel) will conduct joint serial number inventory of EUM articles against advanced shipping documentation with Benefitting Partner recipient unit representative, as applicable. The **MILGP** or another USG employee (or a designee in the case of unclassified materiel) will conduct joint inventory with Benefitting Partner recipient unit representative of remaining articles. Verification of skid contents by external documentation is sufficient unless there is evidence of tampering or damage. For damaged or tamper evident skids, the **MILGP** or another USG employee (or a designee only in the case of unclassified materiel) will conduct a 100 percent inventory of articles, then photograph and document any damage, discrepancies, or evidence of tampering.

5. Update Chapter 15-Legacy per below:

- Current:

C15-Legacy.5.6.6.1.3. Security Cooperation Organization Delivery Day Requirements. The SCO or another USG employee will sign [DD Form 1907 “Signature and Tally Record.”](#) upon skid count verification on the day of arrival. The SCO or another USG employee will verify each skid has no obvious signs of tampering. The SCO or another USG employee will confirm EUM skid's tamper seal is intact and serial number cross checks with advanced documentation. The SCO or another USG employee will provide for continuous monitoring of materiel from airport to the final destination. The SCO or another USG employee will ensure that EUM articles are delivered and secured per EUM requirements.

C15-Legacy.5.6.6.1.3.1. Receipt Inventory. The SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct an inventory of all articles received in the shipment on the day of arrival or the next day. The SCO, another USG employee, or designee will reconfirm skid count and that each skid has no obvious signs of tampering. The SCO, another USG employee, or designee will reconfirm EUM skid's tamper seal is intact and serial number is correct. The SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct joint serial number inventory of EUM articles against advanced shipping documentation with Benefitting Partner recipient unit representative, as applicable. The SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct joint inventory with Benefitting Partner recipient unit representative of remaining articles. Verification of skid contents by external documentation is sufficient unless there is evidence of tampering or damage. For damaged or tamper evident skids, the SCO or another USG employee (or a designee only in the case of unclassified materiel) will conduct a 100 percent inventory of articles, then photograph and document any damage, discrepancies, or evidence of tampering.

- Revised:

C15-Legacy.5.6.6.1.3. ~~United States Military Group Security Cooperation Organization~~ Delivery Day Requirements. The **MILGP** or another USG employee will sign [DD Form 1907 “Signature and Tally Record.”](#) upon skid count verification on the

day of arrival. The MILGP or another USG employee will verify each skid has no obvious signs of tampering. The MILGP or another USG employee will confirm EUM the skid's tamper seal is intact and serial number cross checks with advanced documentation. ~~The SCO or another USG employee will provide for continuous monitoring of materiel from airport to the final destination.~~ The MILGP or another USG employee will ensure that EUM articles are delivered and secured per EUM requirements.

C15-Legacy.5.6.6.1.3.1. Receipt Inventory. The MILGP or another USG employee (or a designee only in the case of unclassified materiel) will conduct an inventory of all articles received in the shipment ~~on the day of arrival or the next day at the earliest opportunity in coordination with the Benefitting Partner.~~ The MILGP, another USG employee, or designee will reconfirm skid count and that each skid has no obvious signs of tampering. The MILGP, another USG employee, or designee will reconfirm EUM the skid's tamper seal is intact and serial number is correct. The MILGP or another USG employee (or a designee only in the case of unclassified materiel) will conduct joint serial number inventory of EUM articles against advanced shipping documentation with Benefitting Partner recipient unit representative, as applicable. The MILGP or another USG employee (or a designee only in the case of unclassified materiel) will conduct joint inventory with Benefitting Partner recipient unit representative of remaining articles. Verification of skid contents by external documentation is sufficient unless there is evidence of tampering or damage. For damaged or tamper evident skids, the MILGP or another USG employee (or a designee only in the case of unclassified materiel) will conduct a 100 percent inventory of articles, then photograph and document any damage, discrepancies, or evidence of tampering.

6. Delete AP8 Section 333 sections per below:

~~**S333.3.8. Non-Traditional Implementers.** These DoD alternate executing organizations implement and execute select Section 333 programs outside of the BPC case process. Examples include the Acquisition Management and Integration Center (AMIC), the Defense Threat Reduction Agency (DTRA), and the International Criminal Investigative Training Assistance Program (ICITAP). A memorandum of understanding (MOU) between DSCA and the non-traditional implementer citing the DSCA Director's delegated authority in accordance with 10 U.S.C. 382(b) (see Section C11.1.3.1. Delegation of Authority) is required prior to any transfer of funding from DSCA and execution of any Section 333 program on behalf of DSCA. The MOU will outline all the non-traditional implementers designated responsibilities including mandatory reporting requirements.~~

~~**S333.6.1.1.2.** BPC case development is measured against a 60-day standard (Table C5.T9.) and should achieve the "BPC Wait" milestone within that 60-day window at least 85 percent of the time. If the IA determines that BPC case development is anticipated to exceed 60 days, the IA will notify DSCA and apply a Case Development Extenuating Factor.~~

~~**S333.6.1.1.7.** The IA is responsible for entering the Accepted milestone in DSAMS after the BPC case is "Offered".~~

~~S333.6.3. Building Partner Capacity Case Development by Implementing Agency.~~

~~Except for non-traditional IAs, the Section 333 Program executes via BPC cases and training grants to provide defense articles and services. Section 333 BPC cases and training grants are subject to the general development and execution guidance provided in Chapter 15 (for fiscal year (FY)24 appropriations and before, see Chapter 15 Legacy). Please see Section S333.6.14. for the limited execution exception to BPC cases or training grants.~~

~~S333.6.3.1. Memorandum of Request.~~ ~~Within five business days of DSCA's "Case Development" email, the IAs must review the memorandum of request (MOR) package to determine if the MOR package is actionable and complete (see Table C15.T2. (for FY24 appropriations and before, see Table C15 Legacy.T2.)). If the IA cannot action the MOR, the IA must provide DSCA (IOPS/GCD) with written justification explaining why BPC case or training grant development cannot begin. If the MOR package is complete, the IAs will use the email receipt data as the LOR receipt date into DSAMS to initiate development. The IA will send the Case IDs for the identified projects to DSCA. DSCA will enter the Case ID in SCIP/SCMS/Tranche maintenance input screen. IAs are expected to prioritize BPC case or training grant development for projects using funds expiring that year.~~

~~S333.6.3.2. Case Development Category.~~ ~~Section 333 BPC cases should be assigned to Case Development Category Group D in accordance with Table C5.T9. See Section C15.3.3. (for FY24 appropriations and before, see Section C15 Legacy.3.3.) for more information on BPC case development timelines.~~

~~S333.6.4. Defense Security Cooperation Agency Case Review.~~ ~~In addition to the standard BPC case and training grant review process, DSCA (IOPS/GCD) will review TELs to confirm all equipment, training, and services are on BPC cases within 60 days of tranche notification delivery to Congress. DSCA conducts a line-by-line case review matching BPC case and training grant lines against the TEL, adding the appropriate Case ID to each line on the TEL, and noting any significant price difference from the original P&A. This information informs program reviews and future P&A reviews. DSCA (IOPS/GCD) will monitor BPC cases and training grants through implementation, track equipment not on BPC cases, and review the tracker with the IAs during the Global Train and Equip (GTE) teleconferences.~~

~~S333.6.4.1.~~ ~~BPC case review should be completed by DSCA within five business days.~~

~~S333.6.10.1. Requisitions.~~ ~~The IAs will enter requisitions into the appropriate logistics management system within 30 days of BPC case and training grant implementation.~~

7. Update AP8 Section 333 per below:

- Current:

S333.1.1. [10 U.S.C. 333](#) provides DoD authority to build the capacity of partner security forces to conduct certain types of operational missions. Section 333 authorizes the Secretary of Defense (SECDEF), with the concurrence of the Secretary of State (SECSTATE), to conduct or support a program or programs to provide training and

equipment to the partner security forces of one or more partners for the purpose of building the capacity of such forces to conduct one or more of the following:

- Counterterrorism operations
- Counter-weapons of mass destruction operations
- Counter-illicit drug trafficking operations
- Counter-transnational organized crime operations
- Maritime and border security operations
- Military intelligence operations
- Operations or activities that contribute to an existing international coalition operation that is determined by the SECDEF to be in the national interest of the United States
- Air domain awareness operations
- Cyberspace security and defense cyberspace operations

S333.1.3.2. Institutional Capacity Building.

S333.1.4. Prior Department of Defense Train & Equip Programs. Section 333 authority was enacted by the Fiscal Year (FY) 2017 National Defense Authorization Act (NDAA). [Table S333.T1.](#) lists some of the prior DoD Train and Equip authorities that DoD relied upon to build the capacity of foreign security forces prior to the enactment of Section 333.

S333.1.4.1. If a prior DoD legacy authority is repealed prior to delivery of assistance to a partner, DoD cannot rely upon a repealed authority as the legal basis to provide assistance to a partner. Completing an incomplete program for which the legacy authority has been repealed will require proceeding under an alternative authority such as Section 333 which may require re-notification of the prior legacy program as a new Section 333 program.

Table S333.T2. - Initial Assessment Required Elements

Required Element
• Political, Military, Economy, Society, Information, Infrastructure, Physical Environment, and Time (PMESII-PT) • Doctrine, Organization, Training, Materiel, Leadership, Personnel, Facilities and Policy (DOTMLPF-P) • Strengths, Weaknesses, Opportunities, and Threats (SWOT) • The extent to which an allied or Benefitting Partner shares relevant strategic objectives with the United States, as well as a partner's current ability to contribute to missions to address such shared objectives, based on detailed holistic analysis of relevant partner capabilities, including institutional capabilities, at the strategic as well as operational and unit levels. • Analysis of potential risks, including assumptions documented in the logic tree model and possible consequences of implementing and not implementing the initiative, program, or activity.

Required Element
- Information to inform initiative design, including available contextual data, baselines, suggested objectives, indicators and milestones, as well as recommendations on what can be achieved within a given timeframe with anticipated resources. - The feasibility of achieving successful outcomes based on a partner’s political willingness to pursue the desired outcome; its absorptive capacity, including the extent to which a partner can support, employ, and sustain assistance independently; its political stability; and its respect for rule of law and human rights (HR). - Analysis of the partner’s ability and willingness to provide oversight and accountability to ensure effective and responsible employment of its forces and the capabilities to be supported by the initiative, program, or activity, including observance of and respect for the law of armed conflict, human rights and fundamental freedoms, the rule of law, and civilian control of the military. - Other relevant information, assessments, completed evaluations and related documents that provide context for the initial assessment process.

S333.4.2.4. Human Rights Training. Each unit receiving assistance under each Congressionally approved Section 333 or MSI program is statutorily required to receive training on the law of armed conflict, HR and fundamental freedoms, the rule of law and civilian control of the military (“human rights training”). There are three levels of HR training - basic, intermediate, and advanced - ranging from a 2-hour basic training requirement to a 2-days-plus advanced training requirement.

S333.5.1.1. Identification of the Recipient. The Benefitting Partner and specific partner unit, whose capacity will be built under the Section 333 program must be identified. The notification must include the amount, type, and purpose of the support to be provided by the proposed Section 333 program.

S333.5.1.2. Absorptive Capacity Assessment. A detailed evaluation of the capacity of the Benefitting Partner and partner unit to absorb the training or equipment to be provided under the section program must also be included.

S333.5.1.3. Project Details. The notification must identify the total program cost, proposed implementation timeline, and anticipated delivery schedule for assistance under the Section 333 program.

S333.6.1. Building Partner Capacity Letter of Offer and Development Phase Overview – Case Development Category Group D - 60 days.

S333.6.1.1.3. The allowable months (MOS) for services funded under a BPC case is subject to time limitations provided under Cross Fiscal Year (CFY) authority or Full Operational Capability (FOC) as per [Section S333.2.7](#). Further information about CFY and FOC execution can be found in [DSCA Policy Memo 22-20](#). These limitations are different from the funds’ period of availability for new obligations; all BPC funds for services must be obligated during their period of availability regardless of the MOS for services. The IA will make its best efforts to perform services in compliance with the requested delivery date or MOS. Contractor services are categorized as either severable

or non-severable, according to the definition provided in [DoD Financial Management Regulation \(DoD FMR\), Volume 3, Chapter 8, section 080303.C](#).

S333.6.1.1.4. The Benefitting Partner code field is required for BPC cases and must correspond to the partner code and DSCA-notified program. For BPC transportation cases, use the program code as the Benefitting Partner code. BPC cases also require the S1 description, which should be the Benefitting Partner's partner code followed by a dash and a short description of the articles and services being provided. This field is limited to 45 characters ([DSCA Policy Memo 16-08](#)). During the Price and Availability (P&A) phase, the Implementers should have a conceptual understanding of the transportation plan either directly to the Benefitting Partner or to the Joint Consolidation Point (JCP). If vendor-managed shipping or additional storage at the vendor's location is the best path forward for the program due to unique requirements, such cost must be included in the P&A under a service section of the TEL. If there is a necessity to include an outside entity in the transportation plan (e.g., United States Army Security Assistance Command - Washington Field Office (USASAC-WFO) Transportation, JCP, etc.), it is the IA/Life Cycle Management Command's (LCMC's) responsibility to ensure this coordination is accomplished prior to BPC case development.

Note: IAs must develop BPC cases in DSAMS and submit them to DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) for final preparation, coordination, and countersignature. During LOA review, DSCA (IOPS/GCD) Regional Portfolio Director (RPD) will review for approval prior to Office of the Under Secretary of Defense (Comptroller) OUSD(C) releasing funds. If OUSD(C) has not released the program funds or the program is affected by Department of State (State) restrictions or sanctions, the DSCA (Office of Business Operations (OBO)) Country Finance Director (CFD) will delay the BPC case in the Case Tracking System (CTS) by selecting the "Delay with Comment" option until funds have been released or restrictions/sanctions are resolved. Subsequently the CFD will then "Approve" the case in CTS, allowing for the process to continue. The "BPC Wait" milestone automatically applies once BPC cases are in the Review status and signals the end of case development.

S333.6.1.1.5. After BPC case completion in DSAMS, DSCA (IOPS/GEX/CWD) will review to ensure compliance with all programmatic and policy requirements. Upon DSCA (IOPS/GEX/CWD) approval, the BPC case is reviewed by the IA and DSCA components including (but not limited to): Country Portfolio Director (CPD), RPD, CFD, Legal, Policy, Transportation, Weapons, End Use Monitoring (EUM), and State. An authorized representative of the IA will electronically approve the BPC case in DSAMS via the IA signature (MILSGN) milestone. The BPC case document will reflect "IA Reviewed/Approved" and display the date the MILSIGN milestone is entered. BPC case review should be completed by all DSCA reviewers and the IA within five business days.

S333.6.1.1.6. DSCA (IOPS/GCD) will review TELs to confirm all equipment, training, and services are on BPC cases and training grants by conducting a line-by-line review matching BPC case or training grant lines against the TEL. DSCA (IOPS/GCD) will add the appropriate Case ID to each line on the (respective) TEL and note any significant differences from the original P&A. Any equity present on the TEL, but not on the BPC case or training grant, will be noted by DSCA (IOPS/GCD) and will be

engaged with the IAs. Upon approval from the aforementioned entities, DSCA (IOPS/GCD) will electronically countersign the BPC case in DSAMS, transitioning the BPC case to “offered status”. There is no physical signature on the BPC case document, as the DSCA counter signature and IA approval date is derived and displayed from DSAMS. Neither the Benefitting Partner nor the Funding Authority sign the BPC case; the “Purchaser Signature” block is left blank.

S333.6.2. Human Rights Training. Human Rights (HR) training should be completed before or during the program execution but no later than 30 days after the final delivery of equipment or other defense services. Each Benefitting Partner unit receiving assistance under each Congressionally approved Section 333 or Indo-Pacific Maritime Security Initiative (MSI) program is statutorily required to receive training on the law of armed conflict, HR training. The level of HR training required is identified by DSCA (Defense Security Cooperation University, Defense Institute of International Legal Studies (DSCU/DIILS)) during TEL development and recorded on the TEL.

S333.6.3.3. Delayed Development. If the IA determines that BPC case development (to include DSCA (IOPS/GEX/CWD) writing) will exceed 60 days, the IA will notify DSCA and enter a Case Development Extenuating Factor (CDEF) code into DSAMS to document the issue(s) and provide an estimated number of days to resolve the CDEF (See [Section C5.5.2.1.](#)).

S333.6.5.1. Financial Implementation. The BPC case should be accepted and financially implemented within 15 days from receipt of the signed BPC case.

S333.6.8. Program Execution Phase. A Section 333 program “starts” at the earlier of the following: (1) the program’s first obligation of program funds for a commercial contract; or (2) the first date of delivery to the Benefitting Partner of a defense article or defense service provided by the program. The planned execution timeline provided to Congress will be based on when the first field activity officially “starts” the program. To achieve a unified start among all offices supporting a single Section 333 program there must be continual communication and coordination to ensure all supporting office know the FY a program starts and conform their execution to the permissible MOS authorized by Section 333.

S333.7.9. Financial Reports.

S333.7.9.1. DSCA automatically pulls financial reports from official systems of record. System constraints currently render DSCA unable to include direct-funded actions in automated financial reports. Direct funding is only authorized on a by-exception basis in order to ensure all reporting requirements are met as accurately as possible. Reports include:

- Section 381(b) financial reports (quarterly)
- ForeignAssistance.gov reports (quarterly)
- Section 655 report (annual)
- Other DSCA sales reports

- Revised:

S333.1.1. Program Authority. 10 U.S.C. 333 provides DoW authority to build the capacity of national partner security forces to conduct certain types of operational missions. Section 333 authorizes the Secretary of War (SECWAR), with the concurrence of the Secretary of State (SECSTATE), to conduct or support a program or programs to provide training and equipment to ~~the partner security forces of~~ one or more **Benefitting Partners** for the purpose of building the capacity of such forces to conduct one or more of the following:

- Counterterrorism operations
- Counter-weapons of mass destruction operations
- Counter-illicit drug trafficking operations
- Counter-transnational organized crime operations
- Maritime and border security operations
- Military intelligence operations
- Operations or activities that contribute to an existing international coalition operation that is determined by the SECWAR to be in the national interest of the United States
- Air domain awareness operations
- Cyberspace security and defense cyberspace operations

S333.1.3.2. Institutional Capacity Building. (See Section S333.2.2.).

S333.1.4. Prior Department of War Train & Equip Programs. ~~Section 333 authority was enacted by~~ The Fiscal Year (FY) 2017 National Defense Authorization Act (NDAA) ~~enacted the~~ Section 333 authority. Table S333.T1. lists some of the prior DoW Train and Equip authorities that DoW relied upon to build the capacity of foreign security forces prior to the enactment of Section 333.

S333.1.4.1. If a prior DoW legacy authority is repealed prior to delivery of assistance to a **Benefitting Partner**, DoW cannot rely upon ~~a-the~~ repealed authority as the legal basis to provide ~~the~~ assistance ~~to a partner.~~ ~~Completing an incomplete program for which the legacy authority has been repealed will require proceeding under an alternative authority such as~~ Section 333 may be used to complete these programs, which may require re-notification of the prior legacy program as a new Section 333 program.

Table S333.T2. – Department of War Security Cooperation Initial Assessment Required Elements

Required Element
• The security challenge detailing the desired outcome which the program, initiative, or activity will achieve by addressing the Benefitting Partner's capability gap. • Political, Military, Economy, Society, Information, Infrastructure, Physical Environment, and Time (PMESII-PT) • A description of the Benefitting Partner's capability or capacity objective, utilizing the Specific, Measurable, Achievable, Relevant and Results-oriented, and Timebound (SMART) framework. Capabilities may span the Doctrine, Organization, Training,

Required Element

Materiel, Leadership ~~and Education~~, Personnel, Facilities and Policy (DOTMLPF-P) spectrum.

- The strategic alignment with U.S. national security priorities.
- The current capability of the Benefitting Partner to perform the DoW's desired security priorities in the region.
- Current Security Cooperation or Security Assistance efforts by the DoW, USG, or third parties (including competitors/adversaries) related to the Benefitting Partner's capability.
- ~~Strengths, Weaknesses, Opportunities, and Threats (SWOT)~~
- The extent to which ~~an allied or a~~ Benefitting Partner shares relevant strategic objectives with the United States, as well as a partner's current ability to contribute to missions to address such shared objectives, based on detailed holistic analysis of relevant ~~partner~~ capabilities, including institutional capabilities, at the strategic as well as operational and unit levels.
- ~~Analysis of potential risks, including assumptions documented in the logic tree model and possible consequences of implementing and not implementing the initiative, program, or activity.~~
- Information to inform initiative design, including available contextual data, ~~baselines~~, suggested objectives, indicators and milestones, as well as recommendations on what can be achieved within a given timeframe with anticipated resources.
- The feasibility of achieving successful outcomes based on a Benefitting Partner's political willingness ~~to pursue the desired outcome~~ and interest to develop the proposed capability; ~~its absorptive capacity~~ the Benefitting Partner's capacity to absorb the proposed assistance into their military and security force inventories, including the extent to which a Benefitting Partner can support, employ, and sustain assistance independently ~~after the U.S. initiative, program, or activity ends~~; its political stability; and its respect for rule of law and human rights (HR).
- ~~Analysis of the partner's ability and willingness to provide oversight and accountability to ensure effective and responsible employment of its forces and the capabilities to be supported by the initiative, program, or activity, including observance of and respect for the law of armed conflict, human rights and fundamental freedoms, the rule of law, and civilian control of the military.~~
- Analysis of potential risks to U.S. objectives, including assumptions and possible consequences of implementing and not implementing the initiative, program, or activity. Include mitigation plans to address risks.
- Considerations of the Benefitting Partner's ability and willingness to maintain and sustain effective and responsible employment of its forces and the capabilities supported by the initiative, program, or activity after the U.S. initiative, program, or activity ends.
- Other relevant information to include assessments, completed evaluations and related documents that provide context for the initial assessment process, ~~such as the required elements in Section S333.1.3.~~

S333.4.2.4. Human Rights Training During Planning. Each unit receiving assistance under each Congressionally approved Section 333 ~~or MSI~~ program is statutorily required to receive training on the law of armed conflict, HR and fundamental freedoms, the rule of law and civilian control of the military ("human rights training").

There are three levels of HR training - basic, intermediate, and advanced - ranging from a 2-hour basic training requirement to a 2-days-plus advanced training requirement. ~~The level of training required will be determined by the Defense Security Cooperation University/International Training, Education and Advising (DSCU/ITEA).~~

S333.5.1.1. Identification of the Recipient. The Benefitting Partner and specific ~~partner~~ unit, whose capacity will be built under the Section 333 program must be identified. The notification must include the amount, type, and purpose of the support to be provided by the proposed Section 333 program.

S333.5.1.2. Absorptive Capacity Assessment. A detailed evaluation of the capacity of the Benefitting Partner and ~~specific partner~~ unit to absorb the training or equipment to be provided under the section program must also be included.

S333.5.1.3. Project Details. The notification must identify the total program cost, proposed implementation timeline, and anticipated delivery schedule for assistance under the Section 333 program. ~~Plans for Human Rights training will also be included (see Section S333.4.2.4.).~~

S333.6.1. Building Partner Capacity Letter of Offer and Development Phase Overview ~~—Case Development Category Group D—60 days.~~

S333.6.1.1.3. The allowable months (MOS) for services funded under a BPC case is subject to time limitations provided under Cross Fiscal Year (CFY) authority ~~or Full Operational Capability (FOC)~~ as per [Section S333.2.5.2](#). ~~Further information about CFY and FOC execution can be found in DSCA Policy Memo 22-20.~~ These limitations are different from the funds' period of availability for new obligations; all BPC funds for services must be obligated during their period of availability regardless of the MOS for services. The IA will make its best efforts to perform services in compliance with the requested delivery date or MOS. Contractor services are categorized as either severable or non-severable, according to the definition provided in [DoD Financial Management Regulation \(DoD FMR\), Volume 3, Chapter 8, section 3.4.2.](#)

S333.6.1.1.4. ~~The Benefitting Partner code field is required for BPC cases and must correspond to the partner code and DSCA-notified program. BPC cases also require the S1 description, which should be the Benefitting Partner's partner code followed by a dash and a short description of the articles and services being provided. This field is limited to 45 characters (DSCA Policy Memo 16-08).~~ For BPC transportation cases, use the program code as the Benefitting Partner code. ~~BPC cases also require the S1 description, which should be the Benefitting Partner's partner code followed by a dash and a short description of the articles and services being provided. This field is limited to 45 characters (DSCA Policy Memo 16-08).~~ During the Price and Availability (P&A) phase, the Implementers should have a conceptual understanding of the transportation plan either directly to the Benefitting Partner or to the Joint Consolidation Point (JCP). If vendor-managed shipping or additional storage at the vendor's location is the best path forward for the program due to unique requirements, such cost must be included in the P&A under a service section of the TEL. If there is a necessity to include an outside entity in the transportation plan (e.g., United States Army Security Assistance Command - Washington Field Office (USASAC-WFO) Transportation, JCP, etc.), it is the IA/Life Cycle Management Command's (LCMC's) responsibility to ensure this coordination is accomplished prior to BPC case development.

Note: IAs must develop BPC cases in DSAMS and submit them to DSCA (Office of International Operations, Global Execution Directorate, Case Writing and Development Division (IOPS/GEX/CWD)) for final preparation, coordination, and countersignature. ~~During LOA review, DSCA (IOPS/GCD) Regional Portfolio Director (RPD) will review for approval prior to Office of the Under Secretary of Defense (Comptroller) OUSD(C) releasing funds. If OUSD(C) has not released the program funds or the program is affected by Department of State (State) restrictions or sanctions, the DSCA (Office of Business Operations (OBO)) Country Finance Director (CFD) will delay the BPC case in the Case Tracking System (CTS) by selecting the “Delay with Comment” option until funds have been released or restrictions/sanctions are resolved. Subsequently the CFD will then “Approve” the case in CTS, allowing for the process to continue. The “BPC Wait” milestone automatically applies once BPC cases are in the Review status and signals the end of case development.~~

S333.6.1.1.5. ~~After BPC case completion in DSAMS, DSCA (IOPS/GEX/CWD) will review to ensure compliance with all programmatic and policy requirements. Upon DSCA (IOPS/GEX/CWD) approval, the BPC case is reviewed by the IA and DSCA components including (but not limited to): Country Portfolio Director (CPD), RPD, CFD, Legal, Policy, Transportation, Weapons, End Use Monitoring (EUM), and State. An authorized representative of the IA will electronically approve the BPC case in DSAMS via the IA signature (MILSGN) milestone. The BPC case document will reflect “IA Reviewed/Approved” and display the date the MILSIGN milestone is entered. BPC case~~ When BPC cases are placed in “Review” status (RSTATUS) (see [Section C15.3.13.](#)), review should be completed by all DSCA reviewers and the IA within five business days.

S333.6.1.1.6. DSCA (IOPS/GCD) will ~~review TELs to confirm all equipment, training, and services are on BPC cases and training grants by conducting~~ a line-by-line review ~~matching~~ of the BPC case or training grant lines against the TEL. ~~DSCA (IOPS/GCD) will within 60 days of tranche notification to Congress to confirm all equipment, training, and services are on BPC cases and training grants, add the appropriate Case ID to each line on the (respective) TEL in SOCIUM, and note any significant price differences from the original P&A. Any equity present on the TEL, but not on the BPC case or training grant, will be noted by DSCA (IOPS/GCD) and will be engaged with the IAs. Upon approval from the aforementioned entities, DSCA (IOPS/GCD) will electronically countersign the BPC case in DSAMS, transitioning the BPC case to “offered status”. There is no physical signature on the BPC case document, as the DSCA counter signature and IA approval date is derived and displayed from DSAMS. Neither the Benefitting Partner nor the Funding Authority sign the BPC case; the “Purchaser Signature” block is left blank.~~

During BPC case review, DSCA (IOPS/GCD) Regional Portfolio Director (RPD) will review for approval prior to the Office of the Under Secretary of War (Comptroller) OUSW(C) releasing funds. If OUSW(C) has not released the program funds or the program is affected by Department of State (State) restrictions or sanctions, the DSCA (Office of Business Operations (OBO)) Country Finance Director (CFD) will delay the case in the Case Tracking System (CTS) by selecting the “Delay with Comment” option until funds have been released or restrictions/sanctions are resolved. Subsequently the CFD will then “Approve” the case in CTS, allowing for the process to continue. The “BPC Wait” milestone automatically applies once BPC cases are in the Review status and signals the end of case development.

S333.6.2. Completion of Human Rights Training. Human Rights (HR) training should be completed before or during the program execution but no later than 30 days after the final delivery of equipment or other defense services. Each Benefitting Partner unit receiving assistance under each Congressionally approved Section 333 ~~or Indo-Pacific Maritime Security Initiative (MSI)~~ program is statutorily required to receive training on the law of armed conflict, **HR and fundamental freedoms, the rule of law, and responsible civilian control of the military** (‘HR training’). The level of HR training required is identified by **DSCA’s** ~~(Defense Security Cooperation University, International Training, Education, and Advising Directorate (DSCU/ITEA))~~ during TEL development and recorded ~~on the TEL~~ in SOCIUM (see [Section S333.6.2.3.](#)).

S333.6.3.3. Delayed Development. If the IA determines that BPC case development (to include DSCA (IOPS/GEX/CWD) writing) will exceed 60 days, the IA will notify DSCA and enter a Case Development Extenuating Factor (CDEF) code into DSAMS to document the issue(s) and provide an estimated number of days to resolve the CDEF (See [Section C5.6.2.1.](#)).

S333.6.5.1. Financial Implementation. The BPC case should be ~~accepted and~~ financially implemented within 15 days from receipt of the signed BPC case.

S333.6.8. ~~Program Execution Phase Execution Timeline Overview.~~ A Section 333 program “starts” at the earlier of the following: (1) the program’s first obligation of program funds for a commercial contract; or (2) the first date of delivery to the Benefitting Partner of a defense article or defense service provided by the program. The planned execution timeline provided to Congress will be based on when the first field activity officially “starts” the program. To achieve a unified start among all offices supporting a single Section 333 program there must be continual communication and coordination to ensure all supporting office know the FY a program starts and conform their execution to the permissible MOS authorized by Section 333.

S333.7.9. Financial Reports. S333.7.9.1. ~~DSCA automatically pulls financial reports from official systems of record as necessary. System constraints currently render DSCA unable to include direct funded actions in automated financial reports. Direct funding is only authorized on a by exception basis in order to ensure all reporting requirements are met as accurately as possible.~~ Reports include:

- Section 381(b) financial reports (quarterly)
- ForeignAssistance.gov reports (quarterly)
- Section 655 report (annual)
- Other DSCA sales reports

8. Renumber AP8 Section 333 sections per below:

From	To
S333.1.5.	S333.1.4.1.
S333.1.6.	S333.1.5.

From	To
S333.4.2.2. and subsections	S333.4.3.1. and subsections

From	To
S333.4.2.3. and subsections	S333.4.3.2. and subsections
S333.4.2.4. and subsection	S333.4.3.3. and subsection
S333.4.2.5. and subsections	S333.4.3.4. and subsections
S333.6.1.1.3.	S333.6.1.1.2.
S333.6.1.1.4.	S333.6.1.1.3.
S333.6.1.1.5.	S333.6.1.1.4.
S333.6.1.1.6.	S333.6.1.1.4.1.
S333.6.2.1.	S333.6.2.2.
S333.6.2.2.	S333.6.2.4.
S333.6.3.3.	S333.6.1.1.1.1.
S333.6.5. through S333.6.7. and subsections	S333.6.3. through S333.6.5 and subsections
S333.6.8. and subsection	S333.6.8.1. and subsection
S333.6.9.	S333.6.6.
S333.6.9.1. and subsections	S333.6.6.2. and subsections
S333.6.9.2. and subsections	S333.6.6.3. and subsection
S333.6.9.3. and subsection	S333.6.6.4. and subsection
S333.6.10.	S333.6.6.5.
S333.6.10.2.	S333.6.6.5.1.
S333.6.10.3.	S333.6.6.5.2.
S333.6.10.4.	S333.6.2.1.
S333.6.10.4.1.	S333.6.2.3.
S333.6.10.5.	S333.6.6.6.
S333.6.10.6.	S333.6.6.7.
S333.6.10.6.1.	S333.6.6.7.1.
S333.6.10.7.	S333.6.6.8.
S333.6.10.8.	S333.6.6.9.
S333.6.10.8.1. and subsections	S333.6.6.9.1. and subsections

From	To
S333.6.10.8.2.	S333.6.6.9.1.2.
S333.6.10.8.3. and subsections	S333.6.6.9.1.3. and subsections
S333.6.10.8.4. and subsection	S333.6.6.9.2. and subsections
S333.6.10.8.5.	S333.6.6.9.3.
S333.6.10.8.6.	S333.6.6.9.4.
S333.6.10.8.7.	S333.6.6.9.5.
S333.6.11.	S333.6.7.
S333.6.11.1. and subsections	S333.6.7.1. and subsection
S333.6.12.	S333.6.8.
S333.6.13.	S333.6.89.
S333.6.13.1.	S333.6.9.1.
S333.6.13.2.	S333.6.9.1.1.
S333.6.13.3.	S333.6.9.2.
S333.6.14. and subsections	S333.6.10. and subsections
S333.6.15. and subsequent section	S333.6.11. and subsequent sections
S333.7.2.	S333.7.3.
S333.7.2.1.	S333.7.3.1.
S333.7.2.2.	S333.7.3.1.1.
S333.7.3. and subsection	S333.7.4. and subsection
S333.7.4. and subsequent sections	S333.7.5. and subsequent sections
S333.7.5.	S333.7.2.
S333.7.5.1.	S333.7.2.1.1.
S333.7.5.2.	S333.7.2.1.2.
S333.7.5.3.	S333.7.2.1.2.1.
S333.7.5.4.	S333.7.2.2.
S333.7.5.5.	S333.7.2.3.
S333.7.5.6.	S333.7.2.3.1.
S333.7.5.7.	S333.7.2.1.3.

9. Renumber AP8 Section 332 section S332.3.2.3. to S332.3.3. and renumber sections as appropriate.

10. Renumber AP8 Indo-Pacific Maritime Initiative section MSI.3.6.3. to MSI.3.6.1.1. and renumber subsequent sections as appropriate

11. Update Table AP8.T2. per below:

Program	Program Code	Appropriation Account	Funds Availability Ends on September 30 Unless Otherwise Noted
CTEF	UW	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	UX	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	VW	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	VX	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	LW	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	LZ	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
MSI	WL	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	WM	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
S1208	FW	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
S332	YB	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability

Program	Program Code	Appropriation Account	Funds Availability Ends on September 30 Unless Otherwise Noted
	YC	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
S333	ZB	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	ZC	FYXX/XX (One-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	ZD	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	ZE		
TSCI	ZL	FYXXXX (One-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	ZN	FYXXXX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
USAI	WP	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	WQ	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	WR	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	WT	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	WU		
	WV		
USAI-PURL	WD	FYXX/XX (Two-Year O&M)	Fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability
	WE	FYXX/XX (Three-Year O&M)	Second fiscal year after appropriation authority Final fiscal year of the appropriation's period of availability