

Basic Retransfer Assurances for Lead Nation

The [Lead Nation] has the honor to refer to the provisions of United States law that require [Lead Nation] to provide to the Government of the United States of America (USG) end use, retransfer and security assurances before the USG may consent to a request to retransfer to it defense articles provided through Foreign Military Sales (FMS) Case XX-X-XXX by the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX.

In accordance with the foregoing, the [Lead Nation] hereby gives its assurances:

- (A) That [Lead Nation] shall not, unless the prior written consent of the USG has been first obtained:
 - (I) Permit any use of defense articles provided on FMS Case XX-X-XXX, including related data and information, by anyone not an officer, employee, or agent of [Lead Nation]; and
 - (II) Transfer or permit any officer, employee, or agent of [Lead Nation] to transfer such commodity, including related data and information, by gift, sale, or otherwise to anyone other than the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX.
 - (III) That for any subsequent retransfer to the Governments of [Participating Nations], or other participating countries as may be added in later Amendments to basic case XX-X-XXX, to seek advance consent from the U.S. Department of State (State) prior to any retransfer for which the original acquisition value of the articles being retransferred is \$25M or more of Major Defense Equipment (MDE) or \$100M or more in total value or for retransfers to [Lead Nation] of \$14M of MDE or \$50M in total value.
 - (IV) For retransfers below these thresholds, advance consent is not required. In each case, [Lead Nation] will report any such retransfers by email to PM_RSAT-TPT@state.gov in a quarterly report to State by the 15th of each month following the end of each quarter in which a retransfer has occurred.
- (B) That [Lead Nation] will maintain the security of such commodity while in its possession, including related data and information, and will provide substantially the same degree of security protection afforded by the USG.
- (C) That, unless prior written consent of the USG has first been obtained, [Lead Nation] will use such commodity, including related data and information, solely for internal security, for legitimate self-defense, for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons, to permit the [Lead Nation] to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit [Lead Nation] to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security.

For and on behalf of the [Lead Nation],

Signature

Date

Typed Name and Title

Agency