



BANDARIAN SECURITY COOPERATION SAMPLE CASE DOCUMENTS

Defense Security Cooperation University

Fiscal Year 2022



Defense Security Cooperation Agency
Department of Defense

PREFACE

The *Bandarian Security Cooperation Sample Case Documents* package had its beginnings as *Appendix 1* to the 31st Edition of *The Management of Security Assistance* (now *The Management of Security Cooperation*). As new documents were added, it became necessary to print it as a separate product. Its original purpose remains the same to supplement DSCU' other publications in the instruction of security cooperation and security assistance.

The sample documents incorporate the most current information available to the Defense Security Cooperation University (DSCU) regarding U.S. security cooperation programs at the time of printing. Although the samples were developed for the fictitious country of Bandaria (see map on page iv.), they are based on actual documents and, where possible, created in the actual computer systems. For example, the notes in BN-D-YCY are found in actual cases, all the response documents and various reports for case BN-D-YCY (see page XX) were developed in the Defense Security Management System (DSAMS) User Practice database and the Manpower Travel and Data Sheet (MTDS) was created in the USAF Security Assistance Manpower Requirements System (SAMRS) database. For the most recent updates readers are encouraged to view the more current online edition of the *Bandarian Security Cooperation Sample Case Documents* provided in the publications section of <http://www.dscu.edu>.

Readers should be aware that this is an academic document. It does not set policy, precedent or procedures; it merely describes them as an aid to understanding. The source materials can and do change, often in significant ways, soon after this package goes to print.

It should be understood that the views, opinions, and conclusions expressed or implied herein are those of the authors or editors only and are not to be construed as representing official policies of the U.S. government or any of its departments and agencies.

These documents were developed for training purposes only. They should not be used as official examples or templates. In every case, the reader is advised to check the pertinent references rather than rely upon these samples for operational and administrative guidance.

Although this package was produced specifically for use in DSCU educational programs, it is in the public domain. The quotation or other use of this material is encouraged; however, we request the courtesy of an appropriate citation credit.

Finally, this text represents the collaborative work of a group of DSCU faculty, and editorial team, with significant support from the broader security cooperation community.

The author is responsible for any errors of form or substance found within, and asks that any discrepancies be reported to DSCU/DM, Building 52, 2475 K Street, Wright-Patterson Air Force Base, OH 45433-7641.

BANDARIAN SECURITY COOPERATION

SAMPLE CASE DOCUMENTS

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U.S. Service: USAF

System: SL-HUM-120Z Humdinger (MASID Missile Corporation)

Case Designator: BN-D-YCY

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Ministère De La Défence
20 Boulevard John F. Kennedy
Herat, Bandaria

To : See Distribution List

Date : July 15, 2014

Reference No : BNDMO-AR-150714

Subject : Letter of Request for Purchase of Air Defence System via the Foreign Military Sales Program

Dear Sirs,

As Bandaria is enjoying growing military and defence cooperation with the United States and its Western allies, one of the most challenging tasks is to improve the Bandaria military forces, equipped according to Western standards. Bandaria's recent agreement with the United States to co-produce the Surface Launch Humdinger Missile Launchers is an indication of our friendship and alliance with the United States, as well as a benefit to the economic and technological advances of our two countries. We desire to upgrade our current air defence capability. We are at present time operating with the nonstandard EAGLE ground launched missile systems which are increasingly difficult to maintain because of their age and origin. It is our intention to modernize the Bandarian Army in order to defend against the increasingly hostile insurgents along our northern border with Zastavia, as well as to defend the Bandarian coastline. I respectfully submit to you the following requirements for purchase of a Surface Launched Humdinger Missile system through the United States' Foreign Military Sales program to make this upgrade:

1. Requirement: Bandaria wishes to purchase 94 newly manufactured Surface Launch Humdinger Missiles, SL-HUM-120Z, with sixteen (16) associated SL-HUM-LAU-999A/A launchers, and related equipment. We request that this capability be delivered to Bandaria no later than the end of calendar year 2019.
2. Sole Source: We request the missiles to be manufactured by the MASID Corporation of Dayton, Ohio. As you are aware, the MASID Corporation has invested much time and money toward the construction of the Usine de Machiner, de Fabrication et d'Assemblée de Bandaria (UMFAB) outside of Herat, and much of the technical data and test equipment is leased to UMFAB from MASID for the purpose of manufacturing spare parts and for performing intermediate-level maintenance for the missile launchers in Bandaria, in accordance with the Memorandum of Understanding dated 17 October 2009 between the United States and the Government of Bandaria. We also request that the maintenance and unclassified spare parts support lines for the missile launchers are to be provided from UMFAB. This requirement will necessitate an upgraded technical data package for the production of the latest launcher components.
3. Configuration: The missiles will be vehicle launched from our existing fleet of 20 M1097 HMMWVs. It will be necessary for the vehicles to be modified to accommodate the missile launchers. We anticipate these modifications can be performed by UMFAB in Bandaria.

4. Offsets: This purchase will require an offset agreement between our Ministry of Défence and the MASID Corporation. This arrangement must comply with the Bandaria Industrial Benefit Policy and laws.
5. Funding: For these purchases the Government of Bandaria has appropriated Gazoobies (GZ) 120,350,000,000 or approximately 105 Million U.S. Dollars. We request a waiver of all Nonrecurring Costs (NC). Our budget is such that we will not be able to purchase the missiles if the NC is not waived.
6. Warranties: We request a 10 year manufacturer's performance warranty on the missiles and launchers.
7. Support Considerations: To this purchase we also wish to include ten training missiles, two years of spare parts and accessories, applicable technical publications, as well as technical assistance.
8. Training: We request operator training for 32 Bandarian soldiers. We also request organizational-level maintenance training for 15 Bandarian soldiers. All training is to be conducted in Bandaria with French translation.
9. Site Survey: If necessary, we are amenable to funding a site survey for the purpose of identifying available storage facilities, training locations and equipment.
10. Maintenance: Bandaria requests repair and overhaul services be included in this purchase agreement for the return of classified and unclassified missile sections and components for depot-level maintenance.
11. Delivery: We require the United States Government to deliver the SL-HUM-120Z Humdinger missiles and any related explosive equipment to the military terminal at Herat International Airport. Our Office of Defence Materiel will coordinate with the Bandarian Army consignees to clear Customs and provide onward movement of the missiles and associated equipment to their designated locations. The Bandarian Freight Forwarding Corporation, USA, is our designated freight forwarder in the United States. We request all non-explosive materiel to be delivered through our freight forwarder, to include classified components. Classified and unclassified non-explosive components will be returned to the repair facility through our freight forwarder.
12. We require contractor support services from MASID Corporation to configure and test the missiles and launchers in Bandaria upon delivery.
13. Sustainment: We intend to establish follow-on support FMS agreements for additional training, spares, and logistics support, and request consideration for a blanket order agreement to support the missiles and launchers. At present time we have a Cooperative Logistics Supply Support Arrangement for our existing fleet of M1152A1 HMMWVs (case BN-B-KSA).
14. Program Reviews: Due to the complexity of this purchase, Bandaria requires frequent program reviews to be conducted alternately in Bandaria and the United States. We desire meetings with the program manager and financial manager approximately every four months following contract award.

15. Acceptance: The preparedness and viability of the Bandarian Army is of paramount importance. We therefore request the United States government to submit to our Ministry of Défence a Letter of Offer for our acceptance before the end of the current year.

Should you have any questions concerning this Letter of Request, kindly address them to the following point of contact:

Mr. Kuyer Fazekas
Email: kfazekas@bndmo-ar.bn.net
Phone: +9998 (46) 3579-0246 Fax:
+9998 (46) 3579-8765

Very Sincerely,
Dr. Orlando Vilches
Ministre des Achats de la Défence
Ministère de la Défence du Bandaria

Distribution:

Security Cooperation Office
Ambassade des Etats-Unis d'Amérique
Bureau d'Attaché Militaire
1492 Rue de la République
Herat, Bandaria

Defense Security Cooperation Agency
Attn: Operations Directorate
201 12th Street South, Suite 203
Arlington VA 22202

SAF/IAR
1080 Air Force
Washington DC 20330-1080

ZNR UUUUU
R 201234Z JUL14
FM AMEMBASSY HERAT
TO RUEAHQA/SAF WASHDC//IA//
INFO RUEKJCS/SECDEF WASHDC//DSCA-OPS-A//
RUEHC/SECSTATE WASHDC//PM-RSAT//
RUSNDXX/ HQ USEASTCOM//APO AE 09XXX-4209//EAJ4-SAA//
BT
UNCLAS SECTION 01 OF 01 HERAT

REFERENCES:

- A. GOVERNMENT OF BANDARIA LETTER OF REQUEST 15 JULY 2014.
- B. MOD OF THE REPUBLIC OF BANDARIA AND THE US DOD MOU DATED 17 OCTOBER 2009.

SUBJECT: MDE LOR SUBMISSION FOR HUMDINGER MISSILES

A. THE GOVERNMENT OF BANDARIA (GOB) HAS SUBMITTED REF A (FORWARDED TO YOU UNDER SEPARATE COVER) REQUEST FOR A SYSTEM SALE LOA FOR 94 SL-HUM-120Z HUMDINGER SURFACE-TO-AIR (SAM) MISSILES, WITH ASSOCIATED SUPPORT EQUIPMENT, TRAINING, AND INITIAL SPARE PARTS. REF B MOU FOR COPRODUCTION OF HUMDINGER MISSILE LAUNCHERS APPLIES TO THIS SYSTEM SALE. THE GOB HAS STATED THAT IT WILL REQUIRE THIS OFFSET AGREEMENT WITH THE PRIME CONTRACTOR TO COMPLY WITH BANDARIA'S INDUSTRIAL BENEFIT POLICY AND LAW FOR OFFSETS

B. AMEMBASSY HERAT SUPPORTS THIS SALE AND IN ACCORDANCE WITH SECTION C5.1.4 AND TABLE C5.T1 OF THE SAMM, THE FOLLOWING INFORMATION IS SUBMITTED:

1. BANDARIA REQUIRES THE MISSILES TO UPGRADE THE GROUND TO AIR FIGHTING CAPABILITIES OF THE BANDARIAN ARMY. THE MISSILES CURRENTLY DEPLOYED ARE OF US ORIGIN BUT ARE NOW TECHNICALLY OBSOLETE AND INCREASINGLY NOT LOGISTICALLY SUPPORTABLE.
2. THE INCREASED CAPABILITY THAT THE MODERN MISSILES WOULD BRING WOULD GREATLY ENHANCE BANDARIA'S ABILITY TO DEFEND ITS AIRSPACE. BANDARIA HAS BEEN RECENTLY COOPERATING CLOSELY WITH THE U.S. IN MONITORING SUSPECTED DRUG OVERFLIGHTS.
3. SINCE SIMILAR ITEMS ARE ALREADY IN THE BANDARIAN INVENTORY, IT IS ANTICIPATED THAT THE INTRODUCTION OF THE GROUND LAUNCHED HUMDINGER MISSILE WILL NOT SERIOUSLY AFFECT FORCE STRUCTURE. WITH PROPER TRAINING, TECHNICIANS FROM THE BANDARIAN ARMY SHOULD BE ABLE TO PROPERLY OPERATE AND MAINTAIN THESE MISSILES, AT LEAST UP TO AND INCLUDING THE INTERMEDIATE LEVEL.
4. THIS SALE WOULD BE FINANCED WITH COUNTRY FUNDS. SINCE THE MOD HAD DESIGNATED THIS PROCUREMENT A PRIORITY, SUFFICIENT FUNDS HAVE BEEN DESIGNATED FROM DEFENSE PROCUREMENT BUDGET. THE OVERALL ECONOMIC IMPACT TO THE BANDARIAN ECONOMY IS NOT SIGNIFICANT.
5. HUMAN RIGHTS CONSIDERATIONS CONTINUE TO BE A PRIORITY WITH AMEMBASSY HERAT. THE GENERAL LEVEL OF HUMAN RIGHTS GUARANTEES IS EXCELLENT.
6. THIS SALE WILL CONTRIBUTE TO THE FOREIGN POLICY AND NATIONAL SECURITY OF THE UNITED STATES BY HELPING TO IMPROVE THE SECURITY OF A FRIENDLY COUNTRY THAT HAS BEEN AND CONTINUES TO BE AN IMPORTANT FORCE FOR POLITICAL STABILITY AND ECONOMIC PROGRESS IN THE REGION. BANDARIA AND THE US ARE CURRENTLY DISCUSSING US BASING RIGHTS IN CHARON BAY, WHICH WOULD PROVIDE

THE US WITH FASTER ACCESS TO EASTCOM COUNTRIES. APPROVAL OF THIS SALE WOULD SERVE TO SUPPORT BOTH BANDARIA AND US INTERESTS.

7. THE GOVERNMENT OF BANDARIA HAS SHOWN THE ABILITY TO ACCOUNT FOR, OPERATE, MAINTAIN AND SUPPORT THE MISSILES AND RELATED EQUIPMENT.
 8. BANDARIA HAS CONSIDERED UPGRADING THEIR ARMY WITH THE CHINESE KS-1 SAM, OR THE RUSSIAN S-125 SAM, AND HAD BEEN IN NEGOTIATIONS WITH CHINESE GOVERNMENT OFFICIALS AND RUSSIAN REPRESENTATIVES OF JSC DEFENSE SYSTEMS RESPECTIVELY. THE BOMBING OF THE BANDARIAN EMBASSY IN BEIJING IN JANUARY 2014, AND THE SEIZURE OF THE BANDARIAN FREIGHTER "SEA LION" IN THE CASPIAN SEA BY RUSSIA IN FEBRUARY 2014 HALTED FURTHER DISCUSSIONS OF BANDARIAN DEFENSE UPGRADES WITH CHINESE OR RUSSIAN EQUIPMENT. BANDARIA HAS A CONTINUED INTEREST IN THE ISRAELI SPYDER, HOWEVER THE BANDARIAN OFFICE OF DEFENCE MATERIEL WAS UNABLE TO OBTAIN A SATISFACTORY OFFSET WITH RAFAEL ADVANCED DEFENSE SYSTEMS. INTEREST TURNED TO THE U.S. HUMDINGER MISSILE FOLLOWING SECSTATE VISIT TO HERAT FOR DISCUSSIONS ON REDUCING AL-QAEDA PRESENCE IN THE RUBICON RIVER REGION IN NORTHEAST BANDARIA.
 9. THE INCREASE OF AIR DEFENSE CAPABILITY IN BANDARIA IS A HIGH PRIORITY FOR BOTH USG AND BANDARIA. INSURGENTS IN THE NORTHEAST REGION ALONG THE BORDER WITH ZASTAVIA CONTINUE TO THREATEN DEMOCRATIC LOCAL GOVERNMENTS. INSURGENTS HAVE ATTEMPTED TO SEIZE BANDARIAN RELIGIOUS SHRINES AND MONASTERIES EAST OF ELBA. BANDARIA SEEKS TO MAINTAIN ITS DEMOCRATIC PROCESSES AND PROTECT RELIGIOUS FREEDOM FOR ITS CITIZENS. A STRONG AIR DEFENSE CAPABILITY WILL STAVE OFF AGGRESSION BY INSURGENTS SUPPORTING THE BONGOLOSE-OMARI LIBERATION FRONT. IN EXCHANGE FOR ASSISTING BANDARIA IN UPGRADING ITS AIR DEFENSE CAPABILITY, BANDARIA PROPOSES TO GRANT BASING ACCESS IN CHARON BAY. BANDARIA IS COMMITTED TO THE COLLECTIVE DEFENSE OF THE REGION AND HAS AGREED TO ASSIST THE UNITED STATES BY PROVIDING PEACEKEEPERS TO THE US-FUNDED MISSIONS IN ZARKARA, ENARIS AND DAKKA IN THE EASTCOM AOR. BANDARIA WILL ALSO PARTICIPATE IN COUNTER-TERRORISM TRAINING WITH NATO FORCES IN 2016 IN AN EFFORT TO RESTRICT FURTHER ENCROACHMENT BY ISIL AND AL-QAEDA IN EASTERN EUROPEAN AND SOUTH ASIAN REGIONS. THIS SALE SUPPORTS CDREASTCOM'S STRATEGIC PLAN OF STRENGTHENING GULF OF AKKADIA REGIONAL COLLECTIVE DEFENSE AND COUNTERING TRANSNATIONAL THREATS.
 10. IT IS ANTICIPATED THAT ZASTAVIA WILL VIEW THIS PROPOSED SALE TO BANDARIA AS AN ACT OF INTIMIDATION TOWARD ZASTAVIA. HOWEVER, THE UPGRADE OF BANDARIA'S AIR DEFENSE CAPABILITY WILL NOT ALTER THE BASIC MILITARY BALANCE IN THE REGION.
 11. THIS PROPOSED SALE WILL REQUIRE MULTIPLE TRIPS TO BANDARIA INVOLVING UP TO TEN U.S. GOVERNMENT AND CONTRACTOR REPRESENTATIVES FOR TECHNICAL REVIEWS AND SUPPORT, PROGRAM MANAGEMENT, AND TRAINING. THERE WILL BE NO IMPACT OF ANY IN-COUNTRY USG PRESENCE THAT MIGHT BE REQUIRED AS A RESULT OF PROVIDING THE HUMDINGER MISSILES.
- C. IAW SAMM C5.T1F, THE FOLLOWING ADDITIONAL INFORMATION IS PROVIDED:
12. BANDARIA REQUESTS 94 SL-HUM-120Z HUMDINGER SURFACE-TO-AIR (SAM) MISSILES, WITH ASSOCIATED SUPPORT EQUIPMENT, TRAINING, AND INITIAL SPARE PARTS, TO INCLUDE 16 LAUNCHERS AND 10 TRAINING MISSILES. THE PURPOSE OF THE SALE IS TO MODERNIZE THE BANDARIAN ARMY AND REPLACE EXISTING SOVIET-ERA EQUIPMENT.
 13. AMEMBASSY HERAT CONSIDERS THE REQUESTED AMOUNT TO BE REASONABLE, AND AN EVEN EXCHANGE OF EXISTING QUANTITIES. CONSUMPTION RATES CANNOT BE

DETERMINED BECAUSE BANDARIA HAS MAINTAINED EXISTING INVENTORIES IN STORAGE FOR THE LAST 10 YEARS.

14. IT IS ANTICIPATED THAT APPROXIMATELY 85 SOVIET-ERA EXCESS SAM WILL BE DESTROYED AFTER DELIVERY OF THE 94 HUMDINGER MISSILES. AMEMBASSY HERAT HAS BEEN ASSURED THAT DESTRUCTION PROCEDURES WILL BE COORDINATED THROUGH AND OBSERVED BY SCO HERAT.
15. BANDARIA DOES NOT PLAN TO STORE EXCESS WEAPONS.
16. THE BANDARIAN RESERVE FORCE IS THE VOLUNTARY DEFENSE LEAGUE OF APPROXIMATELY 84,000 MEN AND WOMEN, WHICH SERVES AS AN ARMED MILITIA. THE VOLUNTEER DEFENSE LEAGUE HAS NO MAJOR DEFENSE EQUIPMENT.
17. THERE ARE NO RESERVE AIR DEFENSE (AD) UNITS. ACTIVE BANDARIAN ARMY AD UNITS ARE LOCATED IN THE NORTHERN BORDER REGIONS, AND ALONG THE SOUTHERN COAST.
18. BANDARIA HAS NO MANPADS.
19. THERE ARE NO KNOWN ILLICIT TRANSFER INCIDENTS OR LOSSES OF WEAPONS. BANDARIA MAINTAINS TIGHT SECURITY OF ITS STORAGE DEPOTS AND MILITARY FACILITIES.
20. SCO WILL INCLUDE ENHANCED END USE MONITORING (EEUM) OF THESE ITEMS WITHIN OUR LARGER OVERALL EUM PLAN.

D. EASTCOM COMBATANT COMMANDER'S ASSESSMENT WILL BE PROVIDED SEPARATELY.

E. AMEMBASSY HERAT STRONGLY RECOMMENDS THE APPROVAL OF THIS PROPOSED SALE.

F. POC FOR THIS ACTION IS COL RONALD YAKKEL, CHIEF, SCO, BANDARIA.

BT

YAKKEL##

UUUUU



DEFENSE SECURITY COOPERATION AGENCY
201 12th STREET SOUTH, STE 203
ARLINGTON, VA 22202-5048

In reply refer to:
USP123456-11
27 August 2014

MEMORANDUM FOR DEPUTY UNDER SECRETARY (INTERNATIONAL AFFAIRS)

ATTN: SAF/FMBMS (MRS D. EISNAUGLE) DEPARTMENT
OF THE AIR FORCE

DIRECTOR, DEFENSE FINANCE AND ACCOUNTING
SERVICE, INDIANAPOLIS

SUBJECT: Waiver of Nonrecurring Cost (NC) Charges – Government of Bandaria
(BN-D-YCY)

The attached Finding, signed by the Director, Defense Security Cooperation Agency, approves the waiver of NC charges for the identified potential sale. The price for the applicable items cited in the Letter of Offer and Acceptance should exclude the NC charges listed in the Finding. The requesting country official was informed of the attached NC charge waiver approval by separate correspondence.

If you have any questions regarding this matter, please contact Mr. Jesse Lewis at (703) 555-1234; email: jlewis@dscs.email.mil or Ms. Debbie Burke at (703) 555-4321; email: dburke@dscs.email.mil.

//signed//

IRA QUEEN
Principal Director,
EASTCOM Region



DEFENSE SECURITY COOPERATION AGENCY
 201 12th STREET SOUTH, STE 203
 ARLINGTON, VA 22202-5048

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 49'Cwi wuv"4236"

FINDING

Kp"ceeqtf cpeg'y kj "ugevqp"43*g+*4+*C+qh'y g Arms Export Control Act."cu"co gpf gf ."*44"WUE " 4983*g+*4+*C++."Khp{ "y cv'y g'r tqr qugf "ces wkuvqp"qh'y g'o cvgtknkpf kcvgf "j gtgk{ "y g" I qxgtpo gpv'qh'Dcpf ctk"uki pkkcpw{ "cf xcpegu'y g'Wpkgf "Ucvgu" I qxgtpo gpv'kpvgtguu'kp" ucpr ctf k cvqp"cpf "kpvgtqr gtdkky{ "y kj "y g'Cto gf "Hqtegu'qh'Dcpf ctk"kp'y g'hw'y gtcpeg"qh" o wcnf ghpgug"tgcvgu'dgwy ggp'y g'Wpkgf "Ucvgu"cpf "Dcpf ctk0"Vj ku'kpf kpi "ku'dcugf "qp."dw'pqv" rko kgf "v."y g'hqmy kpi "hcevqtu<

- / Vj g'kgo u'ctg'y j qm{ "qt'r ctvkm{ "ucpr ctf "v'F qF ="
- / Vj g'kgo u'ctg'kpvgtqr gtdrg'y kj "y g'ucpr ctf "qt"gs wkcrgpv'kgo u."
- / Vj g'kgo u'y kn'pqv'dg'r wtej cugf "t guwv kpi "kp" c"mqu"qh'ucrg."

Vj gthqtg."Ky ckg'y g'pqptgewt kpi "equv"PE+tgewr o gpv'ej cti gu'cuqekcvgf "y kj "y g'hqmy kpi " ucrg<

Identifier"	Description"	Up to # of Units	Unit NC	NC CHARGE
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		TOTAL NC		82.99406: 202"

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 IQJ P"QoEQP PQT"
 Cevkpi "F kgevqt"



Defense Security Cooperation Agency

NEWS RELEASE

On the web: <http://www.dsca.mil>

Media/Public Contact: (703) 601-3859

Transmittal No. 14-99

Bandaria – HUMDINGER Surface Launch Missiles

WASHINGTON, September 15, 2014 – The Defense Security Cooperation Agency notified Congress on 13 September of a possible Foreign Military Sale to Bandaria of 94 HUMDINGER Surface Launch Missiles, 16 missile launchers, canisters, associated support equipment, spare parts, and logistical support for an estimated cost of \$105 million.

The Government of Bandaria has requested a possible sale of 94 HUMDINGER Surface Launch Missiles, containers, missile simulation rounds, containers, two years of initial spare parts, support equipment, spare and repair parts, personnel training and equipment, publications, U.S. Government and contractor engineering and logistics personnel services, and other related elements of logistics support. The estimated cost is \$105 million.

Bandaria is one of the major political and economic powers in the region and an ally of the United States in ensuring peace and stability. It is vital to the U.S. national interest to assist Bandaria to develop and maintain a strong and ready self-defense capability.

The proposed sale will improve Bandaria's capability to meet current and future threats of enemy aircraft. Bandaria will use the enhanced capability to deter regional threats, to strengthen its homeland defense, and to contribute to overseas contingencies.

Bandaria will have no difficulty absorbing these missiles into its armed forces. The proposed sale of this equipment and support will not alter the basic military balance in the region.

The prime contractor will be MASID Corporation in Dayton, Ohio. There is an offset agreement proposed in connection with this potential sale.

Implementation of this proposed sale will not require the assignment of any additional U.S. Government or contractor representatives to Bandaria.

There will be no adverse impact on the U.S. defense readiness as a result of this proposed sale.

This notice of a potential sale is required by law and does not mean the sale has been concluded.

MILITARY ARTICLE SERVICE LIST

Report Run By : Generic Cd Generic Cd : B1Y, B1Z Page 1

Inactive In : Active / Inactive Rpt Sort Seq : MASL MASL Description : N/A

ITAR : <All>

Ft Cd	RIC	MASL	Gen Cd	Cls Id	UI Cd	MASL Description	Article Description	MTCR	Q C In	MDE Cd	LSC Cd	EUM	Inact In	Sel Item	Sel Desc	Sig Cat	ITAR
A	B64	142700ATACMS2	B1Y	U	EA	MISSILE; ATACMS, M39 EXPORT VERSION	ATACMS MISSILE; M39	N	1	Y	N	R	N		415	M	IV
YY	B33	1427012743904	B1Y	U	EA	MISSILE; ATACMS (WITH LAUNCHER M39)	MISSILE; ATACMS (WITH LAUNCHER M39)	N	1	Y	N	R	Y		415	M	IV
A	B64	1427014453758	B1Y	U	EA	MISSILE; ATACMS, M39 FMS VERSION	ATACMS MISSILE; M39	N	1	Y	N	R	N		415	M	IV
A	B64	1427014941457	B1Y	U	EA	MISSILE; ATACMS, M39A1 BLOCK 1A	ATACMS MISSILE; M39A1 BLOCK 1A	N	1	Y	N	R	N		415	M	IV
A	B64	1427015112143	B1Y	U	EA	MISSILE; ATACMS, M57	MISSILE; ATACMS, M57	M	1	Y	N	R	N		415	M	IV
A	B64	1427015689357	B1Z	S	EA	INTERCEPTOR, THAAD, CANISTER ASSEMBLY, GUIDED MISSILE, LAUNCHING ASSEMBLY; XM-401	INTERCEPTOR, THAAD, CANISTER ASSEMBLY, GUIDED MISSILE, LAUNCHING ASSEMBLY; XM-401	M	1	Y	N	E	N		437	M	IV
A	FNH	144001HUM120Z	B1Z	S	EA	MISSILE, SURFACE LAUNCH, HUMDINGER; SL-HUM-120Z (DISCS)	MISSILE, SURFACE LAUNCH, HUMDINGER; SL-HUM-120Z (DISCS)	M	0	Y	N	E	N		999	M	IV
XX	FNH	1440SLHUMLAUZ	B1Z	U	EA	LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISCS)	LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISCS)	M	0	Y	N	R	N		998	D	IV
XX	FNH	1450HUM120CTN	B1Z	U	EA	CONTAINER, SL-HUM-120Z, SURFACE LAUNCH, MEDIUM RANGE, HUMDINGER (DISCS)	CONTAINER, SL-HUM-120Z, SURFACE LAUNCH, HUMDINGER (DISCS)	M	0	N	N	R	N		996	C	IV
A	B64	4935012729865	B1Y	U	EA	TEST SET, ATACMS	TEST SET, ATACMS	N	0	N	D	R	N		415	A	IV
A	FNH	692001CTM120Z	B1Z	U	EA	MISSILE, HUMDINGER, TRAINING, (DISCS)	MISSILE, HUMDINGER, TRAINING, (DISCS)	M	0	S	N	E	N		997	W	IV
A	FNH	9B1Z00HUMSUPT	B1Z	U	XX	SUPPORT EQUIPMENT, SURFACE LAUNCH, HUMDINGER (DISCS)	SUPPORT EQUIPMENT, SURFACE LAUNCH, HUMDINGER (DISCS)	N	0	N	N	R	N		995	C	IV
A	FNH	9B1Z1N1TALSPT	B1Z	U	XX	SUPPORT CONTRACTOR, HUMDINGER (DISCS)	SUPPORT CONTRACTOR, HUMDINGER (DISCS)	N	0	N	N	R	N		994	C	IV

End of the Report



**United States of America
Letter of Offer and Acceptance (LOA)**

BN-D-YCY

ROYAL HUMDINGER II

Based on (DISAM) Government of Bandaria (GOB), Letter Dated (continued on page 2)

Pursuant to the Arms Export Control Act, the Government of the United States (USG) offers to sell to the Government of Bandaria, Office of the Military Attaché, 2468 16th Street NW, Washington DC 20009, the defense articles or defense services (which may include defense design and construction services) collectively referred to as "items," set forth herein, subject to the provisions, terms, and conditions in this LOA.

This LOA is for 94 SL-HUM-120Z Surface Launch Humdinger Missiles, including coproduction of the SL-HUM-LAU- 999A/A missile launchers, two years initial spare (continued on page 2)

Estimated Cost: \$103,986,740

Initial Deposit: \$2,336,702

Terms of Sale:

Cash Prior to Delivery

Dependable Undertaking

Congressional Notification: 14-99

This offer expires on 31 October 2014. Unless a request for extension is made by the Purchaser and granted by the USG, the offer will terminate on the expiration date.

This LOA consists of page 1 through page 36.

The undersigned are authorized representatives of their Governments and hereby offer and accept, respectively, this LOA:

_____	15 Oct 2014	_____	16 Oct 2014
U.S. Signature	Date	Purchaser Signature	Date
SUSAN L. McCLURE		General Malaise	
Director, EASTCOM Branch		Defense Chief of Staff	
_____		_____	
Typed Name and Title		Typed Name and Title	
AFSAC International Division			
_____		_____	
Implementing Agency		Agency	
DSCA Reviewed/Approved	15 Oct 2014	IMPLEMENTATION DATE : 16 Oct 2014	
_____	Date		
DSCA			

Information to be provided by the Purchaser:
Mark For Code_A_, Freight Forwarder Code_2_, Purchaser Procuring Agency Code_B_, Name and Address of the Purchaser's Paying Office:_Office of the Military Attaché, 2468 16th Street NW, Washington DC 20009

Customer reference continued: 15 July 2014 and MOD of the Republic of Bandaria and U.S. DOD MOU. Case description continued: parts, technical publications, training, contractor technical services, and unique USG services.

Items to be Supplied (costs and months for delivery are estimates):

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(5) SC/MOS/ TA (b) Total	(6) Ofr Rel Cde	(7) Del Trm Cde
001 D3 47	B1Z 144001HUM120Z (Y)(M)(E)(IV) MISSILE, SURFACE LAUNCH, HUMDINGER, SL-HUM-120Z (DISAM) 1410-00-999-9999 Classified, SL- HUM-120Z Humdinger Surface Launch Medium Range Missile (Note(s) 1, 11, 14, 19, 21, 30)	94 EA	\$837,055.00	\$78,683,170 P(25-60) TA5	X	9
002 D3 47	B1Z 1440SLHUMLAUZ (Y)(M)(R)(IV) LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISAM) SL-HUM-LAU-999A/A, Humdinger Missile Launcher (Note(s) 2, 11, 21, 32)	16 EA	\$38,706.23	\$619,300 P(25-60) TA5	X	9
003 D3 47	B1C 141000HUMPART (S)(M)(R)(IV) SPARE PARTS, SURFACE LAUNCH MISSILE, CLASSIFIED (DISAM) Classified SL-HUM-120Z Guidance Section Spares (Note(s) 3)	4 EA	\$504,250.00	\$2,017,000 P(9-11) TA5	X	9
004 D3 47	B1Z 692001CTM120Z (S)(M)(E)(IV) MISSILE, HUMDINGER, TRAINING, (DISAM) SL-HUM-TNG-120Z, Humdinger Training Missile (Note(s) 4, 11, 21)	10 EA	\$48,884.00	\$488,840 P(25-47) TA5	X	9
005 D3 47	M1F 0208000SMETDP (S)(N)(R)(III) TECHNICAL DATA PACKAGE, PRODUCTION PURPOSES Technical data package for Co-Production (Note(s) 5)	1 EA	\$181,800.00	\$181,800 S(3-5) TA3	A	4

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
006 C7 47	B1Z 1450HUM120CTN (N)(M)(R)(IV) CONTAINER, SL-HUM-120Z, SURFACE LAUNCH, HUMDINGER (DISAM)	31 EA	\$97,344.89	P(25-60) TA5	X	9
	Humdinger Missile, All Up Round Container (Note(s) 6, 11)					
007 C7 47	B1Z 9B1Z00HUMSUPT (N)(N)(R)(IV) SUPPORT EQUIPMENT, SURFACE LAUNCH, HUMDINGER (DISAM)	XX		X(1-60) TA4	A	5
	Humdinger Support Equipment, Surface Launch (Note(s) 7)					
008 D3 47	B1Z 9B1Z1N1TALSPT (N)(N)(R)(IV) SUPPORT CONTRACTOR, HUMDINGER (DISAM)	XX		P(1-60) TA5	X	9
	Unclassified Humdinger Missile Section Spares (Note(s) 8)					
009 C7 47	B9A 9B9A00GMPARTS (N)(N)(R)(IV) COMPONENT PARTS/SUPPORT EQUIPMENT	XX		S(1-60) TA3	Z/A	8/5
	Unclassified Components/Parts for Surface Launch Support Equipment. (Note(s) 9)					
010 C3 47	J8A 781000ACT0DAT (N)(N)(R)(VIII) AF STANDARD TECH ORDERS INCLUDING ALL TYPES: AIRCRAFT, MISSILE, SUPPORT & DEPOT EQUIPMENT	XX		S(1-38) TA3	A	5
	Unclassified Publications. (Note(s) 10)					
011 M1 65	L1C 0164000AMCSVC (N)(N)(R)(XXI) AIRLIFT, AMC, FMS SERVICE ONLY	XX		S(25-60) TA3	-	-
	Special Airlift Assignment Mission (SAAM) (Note(s) 1, 2, 4, 6, and 11)					

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(5) SC/MOS/ TA (b) Total	(6) Ofr Rel Cde	(7) Del Trm Cde
012 D3 47	M2C023000RR0TMAT R+R OTHER MATERIEL Classified repair and return maintenance in support of SL-HUM-120Z (Note(s) 12)	(N)(N)(R)(XXI) XX		\$1,008,500 P(1-60) TA5	Z	C
013 C7 47	M2K0228000RRMSL R-R MISSILES & SUPPORT EQUIPMENT Unclassified repair and return maintenace in support of the HUM-120Z (Note(s) 13)	(N)(N)(R)(XXI) XX		\$631,250 P(1-60) TA5	Z	C
014 D3 47	R8A 07810WARRANTY WARRANTY Humdinger Warranty (Note(s) 14)	(N)(N)(R)(-) XX		\$2,694,188 P(25-180) TA5	-	-
700 D3 47	M1E 0205000THERTA OTHER TECHNICAL ASSISTANCE CONTRACTOR PERSONNEL ONLY Engineering Support (Note(s) 15)	(N)(N)(R)(XXI) XX		\$657,000 P(-) TA5 Nov 2014 - Oct 2019	-	-
701 A5 43	R4A 074000S1TSRVY SITE SURVEYS Hummdinger Missile System in-country survey (Note(s) 16)	(N)(N)(R)(XXI) XX		\$73,338 S(-) TA3 Nov 2014 - Apr 2015	-	-
702 B4 47	R9Z 079Z000THSERV OTHER SERVICES AFMC Services, including travel. Period of performance is from date of implementation through 30 October 2019 (Note(s) 17)	(N)(N)(R)(XXI) XX		\$2,514,403 S(-) TA3 Nov 2014 - Oct 2019	-	-

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(5) SC/MOS/ TA (b) Total	(6) Ofr Rel Cde	(7) Del Trm Cde
989 E1 88	N00 000000FMSTRNG TRAINING WSCN 09999/D399000/Abbr Trng Plan (Undefined Training and Contractor Training Requirements) (Note(s) 18, 22, 29)	(N)(N)(R)(IX) XX		\$260,000 X(1-24) TA4	-	-

Estimated Cost Summary:

(8) Net Estimated Cost	\$100,243,051
(9) Packing, Crating, and Handling	433
(10) Administrative Charge	3,508,507
(11) Transportation	234,749
(12) Other	0
(13) Total Estimated Cost	\$103,986,740

To assist in fiscal planning, the USG provides the following anticipated costs of this LOA:

ESTIMATED PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Quarterly</u>	<u>Cumulative</u>
Initial Deposit	\$2,336,702	\$2,336,702
15 Mar 2015	\$5,334,744	\$7,671,446
15 Jun 2015	\$7,062,064	\$14,733,510
15 Sep 2015	\$9,372,683	\$24,106,193
15 Dec 2015	\$10,500,052	\$34,606,245
15 Mar 2016	\$9,959,740	\$44,565,985
15 Jun 2016	\$8,901,380	\$53,467,365
15 Sep 2016	\$7,851,108	\$61,318,473
15 Dec 2016	\$7,572,000	\$68,890,473
15 Mar 2017	\$6,796,139	\$75,686,612
15 Jun 2017	\$5,990,063	\$81,676,675
15 Sep 2017	\$4,991,223	\$86,667,898
15 Dec 2017	\$4,494,519	\$91,162,417

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<u>Payment Date</u>	<u>Quarterly</u>	<u>Cumulative</u>
15 Mar 2018	\$3,942,493	\$95,104,910
15 Jun 2018	\$3,167,730	\$98,272,640
15 Sep 2018	\$2,543,588	\$100,816,228
15 Dec 2018	\$1,806,543	\$102,622,771
15 Mar 2019	\$884,757	\$103,507,528
15 Jun 2019	\$479,212	\$103,986,740

Explanation for acronyms and codes, and financial information, may be found in the "Letter of Offer and Acceptance Information."

Signed Copy Distribution:

1. Upon acceptance, the Purchaser should return one signed copy of this LOA to Defense Finance and Accounting Service - Indianapolis ATTN: Security Assistance Accounting, DFAS-JAX/IN 8899 E. 56th Street Indianapolis, IN 46249-0230. Simultaneously, wire transfer of the initial deposit or amount due with acceptance of this LOA document (if required) should be made to ABA #021030004, U.S.Treasury NYC, Agency Location Code: 00003801, Beneficiary DFAS-JAX/IN Agency, showing "BN-D-YCY, payment from Government of Bandaria"; or a check for the initial deposit, made payable to the US Treasury, mailed to DFAS, 3801 Center Collections DFAS-JAX/IN, P.O. Box 269490, Indianapolis, IN 46226-9490, showing "BN-D-YCY, payment from Government of Bandaria". Wire transfer is preferred.
2. One signed copy should be returned to Department of the Air Force, Air Force Security Assistance Center, International Support Branch 1822 Van Patton Drive, Building 210, WPAFB, OH 45433-5337.

Note 1. LINE NOTE 001 - HUMDINGER ADVANCED SURFACE LAUNCH MISSILES SL-HUM-120Z.

This line provides for ninety-four (94) each SL-HUM-120Z surface launched missiles configured as tactical Humdinger Air Vehicles (AAV) also referred to as All-Up Rounds (AUR). A delivery schedule is provided separately. The missiles contain classified and explosive materials and will be shipped through the Defense Transportation System (DTS), Freight Forwarder (as appropriate or country-arranged transportation methods in accordance with the current directives. Transportation of the missiles will be done to a CONUS DOD controlled port for a Special Assignment Airlift Mission (SAAM) flight. SAAM costs, including over-ocean movement will be paid from a line on this case. The country will provide a Transportation Plan prior to the shipment of the missiles.

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NSN: 1410-00-999-9999
NOUN: Humdinger Missile, SL-HUM-120Z
Exp. Class: Inside 1.2.1E. Outside 1.1E
Qty: 94 EA
P(25)

Note 2. LINE NOTE 002 - LAUNCHERS, SL-HUM-LAU-999A/A.

This line provides for sixteen (16) SL-HUM-LAU-999A/A launchers. This line also includes the cost of the Advance Missile Remote Interface Unit and the launcher adapters required for surface launch capability. Additional requirements for launchers for Bandaria will be produced in Bandaria in accordance with the MOU between GOB and the U.S. Government. Transportation will be done via SAAM

NSN: 1410-00-999-1111
NOUN: Launcher, SL-HUM-LAU-999A/A
Exp. Class: None
Qty: 16 EA
P(25)

Note 3. LINE NOTE 003 - CLASSIFIED GUIDANCE SECTION SPARES.

This line provides for four (4) classified SL-HUM-120Z Guidance section spares.

NSN: 1420-00-999-9090
Noun: Guidance Section
Hazard Class: None
Qty: 4 EA

Note 4. LINE NOTE 004 - TRAINING MISSILES.

This line provides for ten (10) training missiles, SL-HUM-TNG-120Z. These are blunt-nose training missiles. The design will be the same as developed for the USAF/USMC. The training missiles will be shipped in CNU-431/E Blunt Nose USAF designed shipping and storage containers. A delivery schedule will be provided separately. Transportation will be done via SAAM

NSN: 1410-00-999-8888
NOUN: Missile Training, SL-HUM-TNG-120Z
Exp. Class: None
Qty: 10 EA
P(25)

Note 5. LINE NOTE 005 - TECHNICAL DATA PACKAGE.

a. The technical data package offered herein is provided for the manufacture of up to 16 Surface Launch Humdinger Missile Launchers in Bandaria for indigenous purposes only. Such manufacture may be accomplished either by the Government of Bandaria in its own government-owned or government-operated facilities or in designated in-country private commercial facilities.

b. Any manufacture in excess of this quantity for indigenous defense purposes and as authorized in note (a) herein will require separate approval of the US Government and the execution of an LOA modification which also provides for payment of additional charges.

c. The information furnished under this LOA, and the product derived from the use of such information, shall not be disclosed or transferred to any third country, person, or organization other than the Government of Bandaria without the prior written consent of the US Government and, where required, the execution of an LOA Modification.

d. The use of technical data which will be provided under this LOA will be limited to that required for the manufacture of the equipment specifically authorized herein and its operation and maintenance. Information which has been acquired by the US Government without the unencumbered right to use and convey to others will not be furnished.

e. It is understood that the furnishing of these technical data does not in any way constitute a license to make, use, sell, or transfer whatsoever any inventions, technical information, or know-how (hereinafter referred to as proprietary information) owned by third parties which may be described in the documentation.

f. The US Government incurs no liability for any procurement, manufacture, use, or sale by the Government of Bandaria which makes use of any of the aforementioned proprietary information, or for any results derived from the use of the technical data furnished. The Government of Bandaria agrees to indemnify the US Government against any liability resting from a claim asserted by the owner of such proprietary rights in connection with such use by the Government of Bandaria of the documentation provided hereunder.

g. The US Government will use its best efforts to furnish technical data that are accurate, adequate for the authorized purpose, current, and complete; however, the US Government does not guarantee the adequacy, accuracy, currency, or completeness of these data. Similarly, the US Government does not guarantee the accuracy, adequacy, currency, or completeness of any US industry documentation.

h. Production Validation - The Government of Bandaria will permit US Government review the implementation of the requirements of this LOA. Such access will be (revisioning service), which may be requested under a separate LOA, if desired.

i. Flowback of Bandaria Technical Data to the US:

(1) Technical Data - Bandaria will furnish or cause to be furnished the following technical data to the US Government at no cost to the US Government other than the cost of reproduction, preparation, and handling:

(a) All technical data pertaining to changes, modifications, and improvements in the design of Humdinger Missile Launchers made in the course of development, evaluation, production,

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operation, and maintenance of Bandaria.

(b) All technical data pertaining to manufacturing processes employed in the production of Humdinger Missile Launchers.

(c) Technical data pertaining to changes proposed in the design of Humdinger Missile Launchers but not adopted.

(d) Notwithstanding (1), (2), and (3) above, if Bandaria incorporates an existing commercial item without modification of either the item or the Humdinger Missile Launchers and if: (i) the item is not based in whole or in part on US technical data or on US design; and (ii) the item is not in whole or in part funded or financed by Bandaria directly or indirectly; and (iii) there is no development contract or subcontract between Bandaria and the supplier, then Bandaria will only be required, to the extent that it has the right to do so without incurring liability to others, to provide the US Government sufficient information for the US Government to evaluate the item, to procure it, to incorporate it into the system, and to operate, maintain, repair, overhaul, and modify it.

(2) Right to Use - Bandaria will grant or cause to be granted to the US Government a non-exclusive, irrevocable, royalty-free license to use and have used for US defense purposes, including security assistance, the technical data defined in a(1), (2) and (3) above, and any inventions (whether or not patentable) made in the course of activities covered by this LOA. Additionally, Bandaria will use its best efforts to obtain licenses on fair and reasonable terms to the US Government to use and have used the technical data defined in subparagraph a(4) and patented inventions depicted in such technical data for US defense purposes, including security assistance.

Note 6. LINE NOTE 006 - CONTAINERS, TACTICAL AND TRAINING.

This line provides for thirty-one (31): twenty-eight (28) SL HUM-120Z AUR (CNU-431/E) which includes one (1) spare container, and three (3) HUM-T (CNU-431(V)1/E). The missile containers are all-up-round containers with each container accommodating from one to four tactical or one to four training missiles. However, the training container cushions are shaped to accept the blunt-nosed shape of the training missiles and cannot be used for the tactical missiles. Section containers are included to support shipment and storage of the required sections. Each section container accommodates one missile section. The containers will be provided to the missile manufacturer prior to delivery need dates. The missiles and training missiles will be shipped from the manufacturers' plants to Bandaria in these containers. These containers are reusable for storage and shipment. Transportation will be done via SAAM

Note 7. LINE NOTE 007 - SUPPORT EQUIPMENT (SURFACE LAUNCH).

This line provides a full complement of peculiar equipment to support munitions maintenance and storage facilities to support Surface launch operations. It includes the recommended

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Humdinger peculiar support equipment, munitions handling equipment, and Humdinger specialized support equipment. A definitization conference will be required prior to procurement of any equipment. Appropriate quantities of equipment will be determined at this conference. The conference will be held within sixty (60)days of LOA implementation. This line does not include facilities or facility-type equipment.

Note 8. LINE NOTE 008 - CONTRACTOR SL-HUM-120Z INITIAL SUPPORT.

This line provides for unclassified SL-HUM-120Z missile section spares. Some of the spares are hazardous.

a. NSN: 1336-01-999-6666
Noun: Armament Assembly
Hazard Class: 1.1D

b. NSN: 1337-01-999-5555
Noun: Propulsion Section
Hazard Class: 1.3C

Note 9. LINE NOTE 009 - SPARE PARTS.

This line provides unclassified Surface Launch spares for the tactical missiles, CATMs, Containers, and Support Equipment to sustain field maintenance activities at one (1) operating base for a period of two (2) years beginning with the initial delivery of the missiles. A definitization conference will be required prior to procurement of spares components. Appropriate quantities of spare parts will be determined at this conference. The conference will be held within sixty (60)days of LOA implementation. This line does not include facilities or facility-type equipment.

Note 10. LINE NOTE 010 - UNCLASSIFIED AIR FORCE STANDARD TECH ORDERS, TECHNICAL/NON-TECHNICAL.

This line provides for unclassified USAF Standard Technical Orders and other associated publications and data, as well as updates to these data. Publications will be released in accordance with AFMAN 16-101, paragraph 4.40.2.

Note 11. LINE NOTE 011 - SPECIAL ASSIGNMENT AIRLIFT MISSION (SAAM).

This line provides for approximately four (4) Special Assignment Airlift Mission (SAAM) to deliver purchaser-owned Humdinger missiles, missile components and associated equipment. This line also includes the logistic services required to coordinate with suppliers, shipping representatives, USG customs and Purchaser's designated representatives in the movement of classified/dangerous goods procured or repaired under this FMS Case. Additional efforts include ensuring that all proper shipping documentation, container markings and proper shipping addresses are acquired and in compliance with all USG governing laws, rules,

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regulations and policies. This line provides transportation for line(s) 001,002,004, and 006.

Note 12. LINE NOTE 012 - CLASSIFIED REPAIR AND RETURN - OTHER MATERIEL.

This line provides for repair and return (R+R) of the classified Surface Launch Advanced Medium-Range Missile and missile sections. Repairs will be made at the prime contractor's facilities in the United States. This provides for repairs allowing the missile contractor's depot repair personnel to receive failed missiles and missile sections from the Purchaser's inventory, and to inspect, tear down, troubleshoot, repair, build-up, test, and prepare for shipment.

Note 13. LINE NOTE 013 - UNCLASSIFIED REPAIR AND RETURN MATERIEL.

This line provides for repair and return (R+R) of unclassified Surface Launch Humdinger Advanced Medium-Range Missile and missile sections and various support equipment (excluding explosive equipment). Repairs will be made at the prime contractor's facilities in the United States. This provides for repairs allowing the missile contractor's depot repair personnel to receive failed missile sections from the Purchaser's inventory, and to inspect, tear down, troubleshoot, repair, build-up, test, and prepare repaired missiles sections for shipment.

Note 14. LINE NOTE 014 - WARRANTY.

The SL-HUM-120Z warranty is provided for the ninety-four (94) missiles with a manufacturer's warranty of ten (10) years starting upon missile delivery (1st month to 120th month). The manufacturer's warranty does not cover damage caused by acts of misuse or abuse. The manufacturer will provide a technical bulletin to accompany the item(s) when shipped outlining the steps necessary to maintain or exercise rights under this additional warranty.

Note 15. LINE NOTE 700 - CONTRACTOR TECHNICAL ASSISTANCE.

This line provides for contractor engineering and technical support for unique missile configuration and assistance with post design technical services.

Note 16. LINE NOTE 701 - SITE SURVEY.

This line provides funding for required armament teams to survey Surface Launch weapons maintenance, storage facilities and other sites prior to shipment of munitions. This Site Survey team will be composed of weapons and security experts for the SL-HUM-120Z weapons systems contained in this LOA. The site survey will be subject to prior notification of the

country, and required country clearance procedures.

Note 17. LINE NOTE 702 - OTHER SERVICES.

[Editor note: This is an example of an above the standard level of service note. Do not use as a template. See the Security Assistance Management Manual (SAMM) for specific guidance.]

The support provided by this line is deemed above and beyond the standard level of service (SLS) because of specific requests by the customer indicated in the letter of Request (LOR) or deemed necessary by the USAF based on analysis of the requirements. Services include, but are not limited to dedicated program management, engineering, logistics management, financial management, system design, and testing required to complete the acquisition process for the surface launch Humdinger system as requested by the customer. Configuration management for the Common Munitions Built in-test Reprogramming Equipment Plus (CMBRE) is also at the request of the customer. Dedicated program management and engineering support is required to integrate and deliver the new missile variant on the customer's launch platform. Provide technical guidance, test data requirements and analysis, additional reports regarding air vehicle, propulsion, avionics, and dissimilar armaments configurations as applied to test execution to ensure effective systems development and platform integration. Develops a logistics support plan for requirements to integrate and deliver the new missile variant to the customer. Create special documentation supporting delivery status upon request until all hardware, spares, and support equipment is delivered. This line also provides personnel support costs including computer hardware and software, office supplies, communications, and network administration. Performs non-standard financial management functions that are over and above standard level of service, as driven by customer requirements. In addition to all PMRs; FM is required to conduct research, prepare slides, conduct briefings, perform travel and provide follow up to action items reporting to the customer and USG. In addition, this line will provide funding for travel throughout the lifetime of the case above the standard level of service to include trips both in-country and in the continental United States for program management reviews, weapon system reviews, logistic/technical reviews, and testing. As part of the Standard Level of Service, (1) one internal stand-alone review will be accomplished annually, and (2) will be addressed as part of the annual, comprehensive country portfolio review.

Note 18. LINE NOTE 989 - BLANKET ORDER TRAINING.

For planning purposes, this line provides for US military, contractor and Mobile Training Team (MTT) training operator, maintenance, and explosive ordinance disposal personnel supporting the weapons purchased under this Letter of Offer and Acceptance (LOA). The training is planned to be conducted in CONUS and in-country by either USAF or contractor personnel. A training definitization conference will be convened within one-hundred and twenty (120) days of Letter of Offer and Acceptance (LOA) signature to confirm training program requirements and establish program milestones. Also included in this line are student medical expenses for personnel while attending training in CONUS.

Note 19. HUMDINGER SYSTEM SALE.

a. The prices and schedules for the Humdinger Launcher, LAU-129A/A included in this LOA recognize the basic charter of the Memorandum of Understanding (MOU) between the U.S. Government and the Government of Bandaria relating to the Bandarian industrial participation in the production of the LAU-129A/A, Humdinger Launcher. Price estimates assume full performance, including timely and efficient delivery. If the scope of designated work under the LOA expands by other arrangements, the LOA will be amended accordingly.

b. Follow on support and follow on training are not included in this Letter of Offer and Acceptance.

c. The purchaser recognizes that the preferred technique for FMS follow on spares support for systems standard to the USAF is through a Cooperative Logistics Supply Support Arrangement (CLSSA). The Purchaser recognizes that unless a CLSSA is established, the USAF is not authorized to procure and stock items before the requisition is received. Therefore, the Purchaser must be prepared to accept the lead-time and costs associated with small quantity procurements. If the Purchaser agrees to establish a CLSSA, negotiations would begin as soon as possible after this LOA is signed, or a minimum of 18 months prior to initial system delivery. Follow on support for nonstandard systems, if expected from the USAF, must be negotiated separately for inclusion in a follow on support LOA.

d. Insurance, if desired, should be obtained directly from commercial sources, unless a specific request has been made to the U.S. Government for the U. S. Government to obtain the insurance.

Note 20. LOA/MOU PRECEDENCE.

The Memorandum of Understanding (MOU) between the Government of the Republic of Bandaria (GOB) and the United States Government (USG), dated October 6, 2009, is herein incorporated by reference. In the event a conflict exists between the MOU and the LOA, the terms of the LOA take precedence.

Note 21. SOLE SOURCE PROCUREMENT.

The purchaser has requested in a letter dated 14 May 2013 that MASID Missile Corporation be designated as prime contractor for line/items(s) 001 of this Letter of Offer and Acceptance.

This note is confirmation that a specific source designation has been requested in writing by the purchaser and that the Department of Defense has accepted the request.

Note 22. CONTRACTOR (TYPE 1) TRAINING.

a. Cost of contractor training indicated herein is a best estimate based on information

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available at time of offer. Actual costs will depend on factors such as the terms of the contract resulting from this LOA.

b. Cancellation of training, or parts thereof, will be governed by paragraph 2.1 of the Letter of Offer and Acceptance Standard Terms and Conditions.

c. Purchaser's students must meet the prerequisites for training specified by the contract implementing this LOA.

d. Purchaser will be responsible for all student pay and allowances, and all student housing, meals, and other support. No government quarters will be made available at contractor locations, even when in the vicinity. The contractor will make arrangements for housing unaccompanied students. Officers and enlisted personnel will occupy separate quarters. Costs of contractor furnished housing and support will be charged to the training contract, and will be paid by Purchaser under this LOA. Dependent housing will not be provided.

e. Purchaser will be responsible for student transportation costs from country to CONUS contractor location and return. The contractor will provide any transportation between that location and other training locations. The contractor will provide local ground transportation for the students between their quarters and the training location. Such transportation will be provided only during the scheduled training days. Transportation costs incurred by the contractor will be charged to the training contract, and will be paid by the Purchaser under this LOA.

f. Medical charges indicated on the Letter of Offer are for medical services at DOD facilities for students under this case. Final billing for services at DOD facilities will be based on actual services rendered, at the rates determined by the Assistant Secretary of Defense Comptroller. Treatment at private facilities may be required when students are undergoing training at a contractor location and no DOD facilities are available or on an emergency, as needed, basis. Such treatment will be charged to this LOA based on actual costs incurred. All medical bills should be sent to AFSAT/FM, 315 J Street, W., Randolph AFB, TX 78150-4354.

g. Purchaser will designate Country Liaison Officers (CLO) for all contractor training. The function of a CLO, as defined in AFJI 16-105, is to assist with administrative details for foreign students in CONUS training from his or her country.

h. In cases where production aircraft acquired by Purchaser under this case are used in a CONUS training program, title to aircraft will pass to Purchaser upon signature of the DD Form 250 as provided in this case. The aircraft will then be provided by the Purchaser to the contractor for use in the training program. Purchaser will grant authorization to the contractor to use these aircraft for the purpose of furnishing training pursuant to this LOA. Aircraft will carry Purchaser markings during training. After training is completed and temporary USG markings are applied, custody of the aircraft will be given to the USG for ferrying. Purchaser will be liable for any loss, damage or injury to the aircraft and any other property or personnel of the Purchaser, USG, contractor and third parties occurring during the training and ferrying periods, regardless of aircraft custody or markings.

Note 23. DEFENSE ARTICLES.

- a. Packing, Crating and Handling (PC+H) will be charged for non-stock funded items shipped from DOD facilities. PC+H costs will not be added for items shipped from contractor's facilities. When the source of supply changes, the Purchaser agrees to an automatic adjustment of accessorial charges.
- b. When shipments are made by small parcel service, the Purchaser agrees that the accessorial charge specified in the current DOD directive will be additive.
- c. When the point of delivery changes and/or the transportation responsibility changes, the Purchaser agrees to an automatic adjustment of accessorial charges and a change in place of title passage, if appropriate. When the parties agree to a Delivery Term Code (DTC) change, such change will be confirmed by issuance of an Amendment or a Modification as appropriate.
- d. When staging is established for the benefit of the Purchaser (not already included in the offer), the Purchaser agrees to automatic application of an accessorial charge.

Note 24. GUARANTEES RELATIVE TO DEFECTS IN WORKMANSHIP AND MATERIELS AT DELIVERY AND PERFORMANCE.

The US DOD is required to obtain certain guarantee provisions relative to defects in workmanship and materiel at the time of delivery and performance after delivery in specific procurement contracts when qualifying weapon systems and components are purchased for US DOD requirements. Consistent with Section 6.1 of the Letter of Offer and Acceptance Standard Terms and Conditions, such guarantees do not automatically apply to procurements for purchases under the foreign military sales (FMS) program. The US DOD may obtain two distinct types of guarantees. The first is a guarantee against defects in workmanship and materiel at the time of delivery. Guarantees against defects in workmanship and materiel apply to all production units (both DOD and FMS) of the applicable item. FMS purchasers will receive, subject to specific terms, conditions, and limitations, the same guarantee against defects of workmanship and materiel at the time of delivery as is provided to the US DOD for procurements for its own use. The USG will exercise for the Purchaser any rights under procurement contracts arising from any guarantees against defects in workmanship and materiel at the time of delivery. The applicability of any such guarantee and the detailed scope thereof may not be determined as of the date the letter of offer is issued. Purchaser inquiries on this subject should be addressed to the Military Department of Defense Agency that has issued this letter of offer after acceptance. The second type of guarantee, which the US DOD may purchase for its own requirements, is a performance guarantee. Performance guarantees apply to FMS procurements only if the guarantee is specifically requested by the Purchaser, agreed to by the contractor, specified in appropriate provisions of the LOA, and the applicable costs are included in the LOA.

Note 25. SHORT OFFER EXPIRATION DATE (OED).

The short OED is in the USG's best interest in order to guarantee LOA pricing and allow the requirements to be consolidated with other USAF requirements for a contract award. The US government achieves economy of scale for pricing through consolidated contracting for this effort.

Note 26. REQUISITIONING D/O.

Requisitions will be input by the USG and will cite the Letter of Offer and Acceptance (LOA) three-position case designator in card columns (cc) 48-50 and the last two digits of the applicable line item number in cc 55-56. Requisition priorities in cc 60-61 will be consistent with the assigned Force Activity Designator (FAD). Requisitions will include Purchaser provided mark for code in cc 33 and freight forwarder code in cc 47.

Note 27. SUPPLY DISCREPANCY REPORTS.

a. Purchaser should submit Supply Discrepancy Reports (SDRs) (Standard Form (SF) 364) to AFLCMC/WFIUB, SDR Section, Bldg 209, 5454 Buckner Road, Wright-Patterson AFB OH 45433-5332.

b. Purchasers are encouraged to submit SDRs promptly. There may be a contractor warranty that applies to the discrepant item. The USG's ability to exercise warranty rights on behalf of the Purchaser is limited to the length of time of the warranty. The Purchaser should inquire of the USG whether a contractor warranty applies to a discrepant item and what is the warranty period.

Note 28. CORRESPONDENCE AND GENERAL INFORMATION.

a. All correspondence regarding this case or transaction(s) entered into the computer system against this sales agreement will cite the Letter of Offer and Acceptance (LOA) case identifier, line item number, and applicable document number.

b. Changes in the selection of the freight forwarder will be submitted to AFSAC, 1822 VAN PATTON DRIVE, WRIGHT PATTERSON AFB OH 45433-5337.

Note 29. TRAINING.

a. Tuition rates indicated herein are best estimates only. Initial billing will be at the tuition rate which is current at the time the student enters training. Tuition costs for flying courses are estimates based on a syllabus designed to meet entry level skill of the average student. Tuition rates will be adjusted, when required, based on student proficiency advancement or student non-progression. All prices are subject to adjustment during the final cost reconciliation of the case.

b. If clothing and equipment required for training are issued to students, the full replacement price of such issue will be charged to the Purchaser under this case. The Purchaser understands that such costs of issue will increase the "Estimated Costs" and be documented on a Modification. No clothing or equipment will be issued to students if it is needed for USAF Peacetime Operating Stocks or War Reserve Material requirements.

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c. The following cancellation requirements are effective 1 August 1998.

(1) Training Contracted/Dedicated for International Customers - Once a contract is let or a quota is confirmed, a 100% penalty fee will apply if Purchaser fails to send a student to the training, unless the quota is filled by another international student. Dedicated/contract training includes courses which rely on contract support and courses that are designated for international students only. AFSAT will identify those courses which are dedicated/contract training by message to the in-country U.S. Security Assistance Organization on an annual basis.

(2) Training Contracted for a Single International Customer - Under USG direct contract, all costs incurred up to the point of contract cancellation shall be paid. This could include total cancellation charges or partial cancellation charges. Each element of cost will be reviewed and negotiated for a final settlement cost by appropriate USG contracts personnel and the contractor.

(3) All Other Training - There will be a 50% charge for all confirmed training canceled or rescheduled with less than 60 days notification unless the quota is filled by another international student. The penalty will be applied to all confirmed training within the 60-day window. Additionally, the penalty will be applied to all training that falls within and outside the 60-day window if the training is part of a sequential pipeline that a student would attend as part of a complete curriculum. AFSAT will identify training which is part of a sequential pipeline by message to the in-country U.S. Security Assistance Organization on an annual basis. Any cancellation or reschedule of training that was scheduled at the request of the Purchaser, without the required leadtime to cancel/reschedule similarly will incur a cancellation charge.

d. Student(s) must adhere to DoD regulations and publications concerning the administration of international students, including compliance with procedures for safeguarding information and prerequisites for training. Students not adhering to regulations or publications may be eliminated from training.

e. The Purchaser will be responsible for any loss or damage of USG aircraft or other property resulting from training and related activities, and will indemnify the USG against any such loss or damage.

f. Purchaser will be responsible for all student transportation, pay and allowances. On-base quarters will be provided at Purchaser's expense to unaccompanied students attending DoD courses to the extent feasible. Maid fees and services charges, as appropriate, will be billed directly to the student. No on-base dependent housing will be provided.

g. Medical charges indicated on the Letter of Offer are for medical services at DOD facilities for students under this case. Final billing for services at DOD facilities will be based on actual services rendered, at the rates determined by the Assistant Secretary of Defense Comptroller. Treatment at private facilities may be required when students are undergoing training at a contractor location and no DOD facilities are available, or on an emergency, as needed, basis. Such treatment will be charged to this LOA based on actual costs incurred. All medical bills should be sent to AFSAT/FM, 315 J Street, W., Randolph AFB, TX 78150-4354.

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Note 30. HUMDINGER SYSTEM CLASSIFIED DEFENSE ARTICLES.

a. Classified defense articles provided by the USG require continuous accountability and protective custody. Access to classified Humdinger hardware, software or information will be limited to Government of Bandaria employees and MASID Missile Corporation contractors who have the necessary clearances and specific need-to-know.

b. Additionally, the following security requirements apply to this case:

(1) Operational and intermediate level maintenance will be accomplished by military or civilian employees of the Government of Bandaria at military establishments. No maintenance functions will be accomplished by third-country nationals, industries or their representatives unless approved in writing by the USG.

(2) Any Humdinger missiles/subcomponents which require depot-level repair will be transported under proper security procedures to designated depot-level repair facilities in the United States.

(3) The Government of Bandaria will maintain strict accountability records on all classified information, material, software and hardware provided by the United States related to Humdinger missiles including extracts and copies. These records will include documentary evidence of any Humdinger missiles which are lost or destroyed. Such records shall, to the extent possible, be centralized.

(4) HUMDINGER missiles and/or subcomponents of Humdinger missiles will be stored in structures in which all entrances are physically guarded or alarmed so that a security force can immediately respond to any attempted unauthorized entry.

(5) The Government of Bandaria will report immediately to USG authorities any allegations, confirmed or unconfirmed, of Humdinger missile software or technology released or compromised to unauthorized Bandarian nationals, third-country nationals, or a foreign government. The Government of Bandaria will also report any allegation, report, or evidence of third-nation intelligence efforts to collect or penetrate Humdinger program.

(6) Industry access will be strictly controlled by the Government of Bandaria. A list of industry personnel authorized access to Humdinger hardware, software and related classified information will be maintained by the Government of Bandaria and the MASID Missile Corporation and a copy provided to the USG.

c. USG personnel will be permitted to periodically examine and verify Government of Bandaria and the MASID Missile Corporation compliance with the previously listed security requirements, at times to be mutually agreed. The scope of this review will include but is not limited to the following elements:

- (1) Assessment of security controls and procedures.
- (2) Confirmation of the number of Humdinger missiles in inventory and expended.
- (3) Humdinger system components, software and documentation.

d. To meet accountability and protective custody requirements, the USG will deliver classified defense articles. Upon acceptance of this LOA, the Purchaser agrees to designate in writing the name, address, and telephone number of the authorized representative who will accept the classified defense articles on behalf of the Purchaser. This written designation

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will contain assurances that such person has a security clearance at the appropriate level and that the person will assume full security responsibility for the defense articles on behalf of the Purchaser. The Purchaser's authorized representative will execute a receipt for the material and be responsible for protective custody and delivery to the consignee.

e. Transmission instructions that meet accountability and protective custody requirements for the classified defense articles must be established and included in this LOA before transfer of the classified defense articles.

f. If the Purchaser proposes to take delivery and custody of classified defense articles in the United States and use its own facilities and transportation for forward shipment to the purchasing country, the Purchaser agrees to submit a transportation plan in accordance with the SAMM, Paragraph C3.5.4.5.1 for approval by the USG. Further, the Purchaser agrees to notify the USG of any changes as they occur to the transportation plan. If the plan is not received or is not approved the provisions of paragraph d and e above will apply.

Note 31. TRANSPORTATION ABOVE THE LINE.

Any CONUS and/or OCONUS transportation costs for line(s) 001,002,004 and 006 are included in the above the line costs on line(s) 011.

Note 32. COPRODUCTION REPORTING/VALIDATION.

The Government of Bandaria agrees to provide periodic reporting of quantities of defense items produced under this Agreement and will permit U.S. Department of Defense personnel access to government and contractor facilities, storage sites, and those records necessary to verify production quantities, as well as control of technical data and other implementation requirements of this Agreement. Such access, if requested, will be permitted when mutually convenient, but within a reasonable period of time after the request. Visits will be accomplished under established visit procedures.

Note 33. AMMUNITION AND OTHER EXPLOSIVES.

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 Department of Defense 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 SF 364 Supply Discrepancy Report (SDR) (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,

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crating, handling, or transportation, or unless the U.S. Government can obtain equal restitution from its contractor.

Note 34. CONTINGENT FEES - CONTRACT REQUIREMENTS.

All U.S. Government contracts resulting from this Letter of Offer and Acceptance must contain one of the following provisions, unless the sales commission and fee have been identified and payment thereof approved in writing by BN before contract award:

1. For firm fixed-price contracts or fixed-price contracts with economic price adjustment:

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 BN.

2. For all other types of contacts:

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 BN will be considered as an unallowable item of cost under this contract.

Note 35. NONRECURRING COSTS - WAIVER APPROVED.

Nonrecurring Costs (NC) apply to line item(s) 01-02 of this LOA. The purchaser's request to waive these charges has been approved by DSCA memorandum I-I-USP123456-11, dated 27 AUGUST 2014. Therefore, these costs have not been included in this case.

Note 36. PERSONNEL PROTECTION AND RELATED COSTS.

1. Passports, Visas, Licenses, and Permits.

- a. The U.S. Government 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-country travel permits; and any other appropriate licenses or permits required of the personnel, including dependents, to carry out this effort.

- 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.

2. Access. U.S. Government and/or U.S. Government contractor cost and delivery schedules herein anticipate that U.S. personnel in country 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 the country as required to accomplish this effort.

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 U.S., any technical data produced or utilized under this LOA until the purchaser has been furnished with clear evidence that such delivery of the data is (1) approved by the U.S. State Department pursuant to the International Traffic in Arms Regulation, or (2) approval is not required.

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 (June 2003)" set forth in Federal Acquisition Regulation (FAR) Subsection 52.229-6 and/or the clause entitled "Taxes-Cost-Reimbursement Contracts (March 1990)" set forth in FAR Subsection 52.229-8 depending on acquisition plans; therefore, price and delivery estimates within this LOA anticipate the following:

a. Property, materiel, equipment, household furniture, appliances, and supplies imported into the country by U.S. Government and/or U.S. Government contractors exclusively for use in 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 country 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 country 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.

Note 37. TRANSPORTATION SERVICES THROUGH DTS.

1. The U.S. Government agrees to provide transportation services for the items identified in this LOA to the point of delivery. The purchaser's property will be transported at the purchaser's risk.
2. The purchaser will accept U.S. Government delivery listings as the basis for billing and proof of shipment.
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-country destination.
4. The purchaser will appoint a duly authorized official to accept and sign for materiel at the POD, and submit outturn message and report.
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.
6. The purchaser will self-insure such shipments, or obtain commercial insurance without any right of subrogation of any claim against the U.S.
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.
8. If the purchaser proposes to take delivery and custody of the classified materiel in the U.S. 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, Chapter 3. 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 that initiates the FMS 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.

Note 38. CASE CLOSURE (ACCP).

The estimated closure date is 24 months after the date of projected final delivery or service performance.

Note 39. SUPPLY DISCREPANCY REPORT (SDR) TIME LIMITS.

Pursuant to paragraph 5.4 of the Standard Terms and Conditions with regard to Supply Discrepancy Reports (SDR), 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.

Note 40. CONTRACT ADMINISTRATION SERVICES (CAS) SURCHARGE - WAIVER.

For any lines on this LOA document with a Source of Supply of 'X' or 'P', the Contract Administration Services (CAS) surcharge rate apply: for Contract Administration, .65%; for Quality Assurance and Inspection, .00%; and for Contract Audit, .20%. CAS has only been applied to the portion of "X"-coded line items expected to come from procurement. A waiver is authorized for the following CAS component(s): Quality Assurance and Inspection based on agreement dated 01 JAN 2000.

Note 41. ACCESSORIAL CHARGES.

1. A transportation charge has been applied to the applicable portions of line item numbers 007, 009, 010, 012, and 013.
2. A PC+H charge has been applied to the applicable portions of line item number 010.

Note 42. ADMINISTRATIVE SURCHARGE.

An administrative surcharge of 3.5% has been applied to line(s) 001-014, 700-702 and 989.

Estimated Deliveries by Quarter

LINE NUMBER : 001
MASL : 144001HUM120Z
DESCRIPTION : MISSILE, SURFACE LAUNCH, HUMDINGER, SL-HUM-120Z (DISCS)
ITEM CODE : SL-HUM

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2016	0	0	0	25
2017	0	0	0	22
2018	0	0	22	0
2019	0	0	0	25

Item Quantity : 94

Total Quantity For Line 001 : 94

LINE NUMBER : 002
MASL : 1440SLHUMLAUZ
DESCRIPTION : LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISCS)
ITEM CODE : Launcher SL-LAU

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2016	0	0	0	4
2017	0	0	0	4
2018	0	0	4	0
2019	0	0	0	4

Item Quantity : 16

Total Quantity For Line 002 : 16

LINE NUMBER : 003
MASL : 141000HUMPART
DESCRIPTION : SPARE PARTS, SURFACE LAUNCH MISSILE, CLASSIFIED (DISCS)
ITEM CODE : HUMPART

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2015	0	0	4	0

Item Quantity : 4

Total Quantity For Line 003 : 4

LINE NUMBER : 004
MASL : 692001CTM120Z
DESCRIPTION : MISSILE, HUMDINGER, TRAINING, CATM-120Z (DISCS)
ITEM CODE : TRAINING MISSILE

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2016	0	0	0	4
2017	0	0	0	4
2018	0	0	2	0

Item Quantity : 10

Total Quantity For Line 004 : 10

LINE NUMBER : 005
MASL : 0208000SMETDP
DESCRIPTION : TECHNICAL DATA PACKAGE, PRODUCTION PURPOSES
ITEM CODE : TDP

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2015	1	0	0	0

Item Quantity : 1

Total Quantity For Line 005 : 1

LINE NUMBER : 006

MASL : 1450HUM120CTN

DESCRIPTION : CONTAINER, SL-HUM-120Z, SURFACE LAUNCH, HUMDINGER (DISCS)

ITEM CODE : CONTAINER CNU

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2016	0	0	0	6
2017	0	0	0	8
2018	0	0	8	0
2019	0	0	0	6

Item Quantity : 28

ITEM CODE : CONTAINER BLUNT

<u>Calendar Year</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
2016	0	0	0	1
2017	0	0	0	1
2018	0	0	1	0

Item Quantity : 3

Total Quantity For Line 006 : 31

LETTER OF OFFER AND ACCEPTANCE STANDARD TERMS AND CONDITIONS

Section

- 1 Conditions - United States Government (USG) Obligations
- 2 Conditions - General Purchaser Agreements
- 3 Indemnification and Assumption of Risks
- 4 Financial Terms and Conditions
- 5 Transportation and Discrepancy Provisions
- 6 Warranties
- 7 Dispute Resolution

1 Conditions - United States Government (USG) Obligations

1.1 Unless otherwise specified, items will be those which are standard to the U.S. Department of Defense (DoD), without regard to make or model.

1.2 The USG will furnish the items from its stocks and resources, or will procure them under terms and conditions consistent with DoD regulations and procedures. When procuring for the Purchaser, DoD will, in general, employ the same contract clauses, the same contract administration, and the same quality and audit inspection procedures as would be used in procuring for itself; except as otherwise requested by the Purchaser and as agreed to by DoD and set forth in this LOA. Unless the Purchaser has requested, in writing, that a sole source contractor be designated, and this LOA reflects acceptance of such designation by DoD, the Purchaser understands that selection of the contractor source to fill requirements is the responsibility of the USG, which will select the contractor on the same basis used to select contractors for USG requirements. Further, the Purchaser agrees that the U.S. DoD is solely responsible for negotiating the terms and conditions of contracts necessary to fulfill the requirements in this LOA.

1.3 The USG 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.

1.4 The USG will use its best efforts to provide the items for the dollar amount and within the availability cited.

1.5 Under unusual and compelling circumstances, when the national interest of the U.S. requires, the USG reserves the right to cancel or suspend all or part of this LOA at any time prior to the delivery of defense articles or performance of defense services. The USG shall be responsible for termination costs of its suppliers resulting from cancellation or suspension under this section. Termination by the USG of its contracts with its suppliers, other actions pertaining to such contracts, or cessation of deliveries or performance of defense services is not to be construed as cancellation or suspension of this LOA itself under this section.

1.6 U.S. personnel performing defense services under this LOA will not perform duties of a combatant nature, including duties relating to training and advising that may engage U.S. personnel in combat activities outside the U.S., in connection with the performance of these defense services.

1.7 The assignment or employment of U.S. personnel for the performance of this LOA by the USG will not take into account race, religion, national origin, or gender.

1.8 Unless otherwise specified, this LOA may be made available for public inspection consistent with the national security of the United States.

2 Conditions - General Purchaser Agreements

2.1 The Purchaser may cancel this LOA or delete items at any time prior to delivery of defense articles or performance of defense services. The Purchaser is responsible for all costs resulting from cancellation under this section.

2.2 The Purchaser agrees, except as may otherwise be mutually agreed in writing by the Purchaser and the USG, to use the defense articles sold hereunder only:

2.2.1 for internal security;

2.2.2 for legitimate self-defense;

2.2.3 for preventing or hindering the proliferation of weapons of mass destruction and of the means of delivering such weapons;

- 2.2.4 to permit the Purchaser to participate in regional or collective arrangements or measures consistent with the Charter of the United Nations, or otherwise to permit the Purchaser to participate in collective measures requested by the United Nations for the purpose of maintaining or restoring international peace and security; or
- 2.2.5 for the purpose of enabling foreign military forces in less developed countries to construct public works and to engage in other activities helpful to social and economic development.
- 2.2.6 for purposes specified in any Mutual Defense Assistance Agreement between the USG and the Purchaser; or,
- 2.2.7 for purposes specified in any other bilateral or regional defense agreement to which the USG and the Purchaser are both parties.
- 2.3 The Purchaser agrees that the USG retains the right to verify reports that defense articles and services have been used for purposes not authorized or for uses not consented to by the USG.
- 2.4 The Purchaser will not transfer title to, or possession of, the defense articles, components and associated support materiel, related training or other defense services (including plans, specifications, or information), or technology furnished under this LOA to anyone who is not an officer, employee, or agent of the Purchaser (excluding transportation agencies) or of the USG, and shall not use or permit their use for purposes other than those authorized, unless the written consent of the USG has first been obtained. The Purchaser will ensure, by all means available to it, respect for proprietary rights in any items and any plans, specifications, or information furnished, whether patented or not. The Purchaser also agrees that the defense articles offered will not be transferred to Cyprus or otherwise used to further the severance or division of Cyprus, and recognizes that the U.S. Congress is required to be notified of any substantial evidence that the defense articles sold in this LOA have been used in a manner that is inconsistent with this provision.
- 2.5 The Purchaser agrees not to divert articles and services received under this LOA for purposes or uses other than those for which it was furnished, including, 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 Arms Export Control Act (AECA) (22 U.S.C. 2797c). The items will be used only for the purposes stated and such use will not be modified nor the items modified or replicated without the prior consent of the USG; neither the items nor replicas nor derivatives thereof will be retransferred without the consent of the USG. The USG has the right to take action under section 73(a) of the AECA (22 U.S.C. 2797b(a)) in the case of any export or transfer of any Missile Technology Control Regime (MTCR) equipment or technology that contributes to the acquisition, design, development or production of missiles in a country that is not an MTCR adherent.
- 2.6 The Purchaser will maintain the security of such article or service and will provide substantially the same degree of security protection afforded to such article or service by the United States Government. To the extent that items, including plans, designs, specifications, technical data, or information, furnished in connection with this LOA may be classified by the USG for security purposes, the Purchaser certifies that it will maintain a similar classification and employ measures necessary to preserve such security, equivalent to those employed by the USG and commensurate with security agreements between the USG and the Purchaser. If such security agreements do not exist, the Purchaser certifies that classified items will be provided only to those individuals having an adequate security clearance and a specific need to know in order to carry out the LOA program and that it will promptly and fully inform the USG of any compromise, or possible compromise, of U.S. classified material or information furnished pursuant to this LOA. The Purchaser further certifies that if a U.S. classified item is to be furnished to its contractor pursuant to this LOA: (a) the item will be exchanged through official Government channels, (b) the specified contractor will have been granted a facility security clearance by the Purchaser at a level at least equal to the classification level of the U.S. information involved, (c) all contractor personnel requiring access to such items will have been cleared to the appropriate level by the Purchaser, and (d) the Purchaser is also responsible for administering security measures while the item is in the contractor's possession. If a commercial transportation agent is to be used for shipment, the Purchaser certifies that such agent has been cleared at the appropriate level for handling classified items. These measures will be maintained throughout the period during which the USG may maintain such classification. The USG will use its best efforts to notify the Purchaser if the classification is changed.
- 2.7 Pursuant to section 505 of the Foreign Assistance Act of 1961, as amended (FAA) (22 U.S.C. 2314), and section 40A of the AECA (22 U.S.C. 2785), the USG 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 LOA. The Purchaser agrees to permit scheduled inspections or physical inventories upon USG request, except when other means of EUM verification shall 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.
- 2.8 The USG is not a party to any offset agreements/arrangements that may be required by the Purchaser in relation to the sales made in this LOA. The USG 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.

3 Indemnification and Assumption of Risks

3.1 The Purchaser recognizes that the USG will procure and furnish the items described in this LOA on a non-profit basis for the benefit of the Purchaser. The Purchaser therefore undertakes to indemnify and hold the USG, its agents, officers, and employees harmless from any and all loss or liability (whether in tort or in contract) which might arise in connection with this LOA because of:

3.1.1 Injury to or death of personnel of the Purchaser or third parties,

3.1.2 Damage to or destruction of (a) property of DoD furnished to the Purchaser or suppliers specifically to implement this LOA, (b) property of the Purchaser (including the items ordered by the Purchaser pursuant to this LOA, before or after passage of title to the Purchaser), or (3) property of third parties, or

3.1.3 Infringement or other violations of intellectual property or technical data rights.

3.2 Subject to express, special contractual warranties obtained for the Purchaser, the Purchaser agrees to relieve the contractors and subcontractors of the USG from liability for, and will assume the risk of, loss or damage to:

3.2.1 The Purchaser's property (including items procured pursuant to this LOA, before or after passage of title to Purchaser), and

3.2.2 Property of DoD furnished to suppliers to implement this LOA, to the same extent that the USG would assume for its property if it were procuring for itself the items being procured.

4 Financial Terms and Conditions

4.1 The prices of items to be procured will be billed at their total cost to the USG. Unless otherwise specified, the cost of items to be procured, availability determination, payment schedule, and delivery projections quoted are estimates based on the best available data. The USG will use its best efforts to advise the Purchaser or its authorized representatives of:

4.1.1 Identifiable cost increases that might result in an overall increase in the estimated costs in excess of ten percent of the total value of this LOA,

4.1.2 Changes in the payment schedule, and

4.1.3 Delays which might significantly affect estimated delivery dates. USG failure to advise of the above will not change the Purchaser's obligation under all subsections of section 4.4.

4.2 The USG will refund any payments received for this LOA which prove to be in excess of the final total cost of delivery and performance and which are not required to cover arrearages on other LOAs of the Purchaser.

4.3 The Purchaser's failure to make timely payments in the amounts due may result in delays in contract performance by DoD contractors, claims by contractors for increased costs, claims by contractors for termination liability for breach of contract, claims by USG or DoD contractors for storage costs, or termination of contracts by the USG under this or other open Letters of Offer and Acceptance of the Purchaser at the Purchaser's expense.

4.4 The Purchaser agrees to the following:

4.4.1 To pay to the USG the total cost to the USG of the items even if costs exceed the amounts estimated in this LOA.

4.4.2 To make payment(s) by check or wire transfer payable in U.S. dollars to the Treasurer of the United States.

4.4.3 If Terms of Sale specify "Cash with acceptance", to forward with this LOA a check or wire transfer in the full amount shown as the estimated Total cost, and agrees to make additional payment(s) upon notification of cost increase(s) and request(s) for funds to cover such increase(s).

4.4.4 If Terms of Sale specify payment to be "Cash prior to delivery", to pay to the USG such amounts at such times as may be specified by the USG (including initial deposit) in order to meet payment requirements for items to be furnished from the resources of DoD. USG requests for funds may be based on estimated costs to cover forecasted deliveries of items. Payments are required 90 days in advance of the time DoD plans such deliveries or incurs such expenses on behalf of the Purchaser.

4.4.5 If Terms of Sale specify payment by "Dependable Undertaking," to pay to the USG such amounts at such times as may be specified by the USG (including initial deposit) in order to meet payments required by contracts under which items are being procured,

and any damages and costs that may accrue from termination of contracts by the USG because of Purchaser's cancellation of this LOA. USG requests for funds may be based upon estimated requirements for advance and progress payments to suppliers, estimated termination liability, delivery forecasts, or evidence of constructive delivery, as the case may be. Payments are required 90 days in advance of the time USG makes payments on behalf of the Purchaser.

4.4.6 If the Terms of Sale specify Foreign Military Financing (FMF), the Purchaser will pay to the USG such costs as may be in excess of the approved FMF funding amount.

4.4.7 If Terms of Sale specify "Payment on delivery", that bills may be dated as of the date(s) of delivery of the items, or upon forecasts of the date(s) thereof.

4.4.8 That requests for funds or billing are due and payable in full on presentation or, if a payment date is specified in the request for funds or bill, on the payment date so specified, even if such payment date is not in accord with the estimated payment schedule, if any, contained in this LOA. Without affecting Purchaser's obligation to make such payment(s) when due, documentation concerning advance and progress payments, estimated termination liability, or evidence of constructive delivery or shipment in support of requests for funds or bills will be made available to the Purchaser by DoD upon request. When appropriate, the Purchaser may request adjustment of any questioned billed items by subsequent submission of a discrepancy report.

4.4.9 To pay interest on any net amount by which it is in arrears on payments, determined by considering collectively all of the Purchaser's open LOAs with DoD. Interest will be calculated on a daily basis. The principal amount of the arrearage will be computed as the excess of cumulative financial requirements of the Purchaser over total cumulative payments after quarterly billing payment due dates. The rate of interest paid will be a rate not less than a rate determined by the Secretary of the Treasury taking into consideration the current average market yield on outstanding short-term obligations of the USG as of the last day of the month preceding the net arrearage and shall be computed from the date of net arrearage.

4.4.10 To designate the Procuring Agency and responsible Paying Office and address thereof to which the USG will submit requests for funds and bills under this LOA.

4.4.11 Any articles, equipment, materials, supplies, goods, or other commodities purchased with USG assistance funds appropriated and allocated pursuant to foreign operations, export financing, and related programs appropriations acts in support of this LOA, whether provided directly by the USG or through procurement contracts or otherwise in support of this LOA, shall be exempt from all value added taxes and customs duties imposed by the recipient country 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.

5 Transportation and Discrepancy Provisions

5.1 The USG agrees to deliver and pass title to the Purchaser at the initial point of shipment unless otherwise specified in this LOA. With respect to items procured for sale to the Purchaser, this will normally be at the manufacturer's loading facility; with respect to items furnished from USG stocks, this will normally be at the U.S. depot. Articles will be packed, crated, or otherwise prepared for shipment prior to the time title passes. If "Point of Delivery" is specified other than the initial point of shipment, the supplying U.S. Department or Agency will arrange movement of the articles to the authorized delivery point as a reimbursable service but will pass title at the initial point of shipment. The USG disclaims any liability for damage or loss to the items incurred after passage of title irrespective of whether transportation is by common carrier or by the U.S. Defense Transportation System.

5.2 The Purchaser agrees to furnish shipping instructions which include Mark For and Freight Forwarder Codes based on the Offer Release Code.

5.3 The Purchaser is responsible for obtaining insurance coverage and customs clearances. Except for articles exported by the USG, the Purchaser is responsible for ensuring that export licenses are obtained prior to export of U.S. defense articles. The USG incurs no liability if export licenses are not granted or they are withdrawn before items are exported.

5.4 The Purchaser agrees to accept DD Forms 645 or other delivery documents as evidence that title has passed and items have been delivered. Title to defense articles transported by parcel post passes to the Purchaser at the time of parcel post shipment. Standard Form 364 (Supply Discrepancy Report (SDR)) will be used in submitting claims to the USG for overage, shortage, damage, duplicate billing, item deficiency, improper identification, improper documentation, or non-shipment of defense articles and non-performance of defense services. The Standard Form 364 will be submitted promptly by the Purchaser. The USG will disallow any claim, including a claim for shortage or nonperformance, received more than 1 year after delivery or more than 1 year after passage of title to the defense articles, whichever comes first, or received more than 1 year after the end of the scheduled period of performance for defense services, unless the USG determines that unusual and compelling circumstances involving latent defects justify consideration of the claim. Claims for non-shipment or non-receipt of an entire lot will be disallowed by the USG if such claims are received more than 1

year after the scheduled delivery date or initial billing, whichever is later. The Purchaser agrees to return discrepant articles to the USG's custody promptly in accordance with any direction provided by the USG. The Purchaser may submit SDRs for documentation purposes regardless of the dollar value, but only SDRs valued at \$200 or more will be reviewed for possible compensation regardless of the type of discrepancy. This minimum value includes the value of the item plus any transportation and handling costs.

6 Warranties

6.1 The USG does not warrant or guarantee any of the items sold pursuant to this LOA except as provided in section 6.1.1. DoD contracts include warranty clauses only on an exception basis. If requested by the Purchaser, the USG will, with respect to items being procured, and upon timely notice, attempt to obtain contract provisions to provide the requested warranties. The USG further agrees to exercise, upon the Purchaser's request, rights (including those arising under any warranties) the USG may have under contracts connected with the procurement of these items. Additional costs resulting from obtaining special contract provisions or warranties, or the exercise of rights under such provisions or warranties, will be charged to the Purchaser.

6.1.1 The USG warrants the title of items sold to the Purchaser hereunder but it makes no warranties other than those set forth herein. In particular, the USG disclaims liability resulting from infringement or other violation of intellectual property or technical data rights occasioned by the use or manufacture outside the U.S. by or for the Purchaser of items supplied hereunder.

6.1.2 The USG agrees to exercise warranties on behalf of the Purchaser to assure, to the extent provided by the warranty, replacement or correction of such items found to be defective, when such materiel is procured for the Purchaser.

6.2 Unless the condition of defense articles is identified to be other than serviceable (for example, "as-is"), DoD will repair or replace at no extra cost defense articles supplied from DoD stocks which are damaged or found to be defective in respect to materiel or workmanship when it is established that these deficiencies existed prior to passage of title, or found to be defective in design to such a degree that the items cannot be used for the purpose for which they were designed. Qualified representatives of the USG and of the Purchaser will agree on the liability hereunder and the corrective steps to be taken.

7 Dispute Resolution

7.1 This LOA is subject to U.S. law and regulation, including U.S. procurement law.

7.2 The USG and the Purchaser agree to resolve any disagreement regarding this LOA by consultations between the USG and the Purchaser and not to refer any such disagreement to any international tribunal or third party for settlement.

LETTER OF OFFER AND ACCEPTANCE INFORMATION

1. GENERAL. This provides basic information pertaining to the LOA for U.S. and Purchaser use. Additional information may be obtained from the Security Assistance Management Manual, DoD 5105.38-M, the in-country Security Cooperation Organization (SCO), the DSCA Country Program Director, or from the Implementing Agency (IA).

2. INFORMATION ENTERED BY THE USG.

a. Terms of Sale, and Purchaser responsibilities under those Terms, are described on the LOA. A list of all Terms of Sale, with explanations for each, is shown in DoD 5105.38-M.

b. Description/Condition. The item description consists of coding for use in U.S. management of the LOA (starting with Generic/MASL and codes, loaded automatically based on the MASL, that identify whether the line item is Significant Military Equipment (SME)/Major Defense Equipment (MDE), controlled under the Missile Technology Control Regime (MTCR), subject to special End-Use Monitoring (EUM), and controlled under an identified Category of the International Traffic in Arms Regulations (ITAR) U.S. Munitions List (USML). Codes used are listed below:

SME/MDE

- Y MDE
- S SME that is not MDE
- N Non-SME

Missile Technology Control Regime (MTCR)

- M Contains MTCR-controlled components
- N Contains no MTCR-controlled components

End-Use Monitoring (EUM)

- R Routine
- E Enhanced

International Traffic in Arms Regulations (ITAR) U.S. Munitions List (USML) Category

- I Firearms, Close Assault Weapons and Combat Shotguns
- II Guns and Armament
- III Ammunition/Ordnance
- IV Launch Vehicles, Guided Missiles, Ballistic Missiles, Rockets, Torpedoes, Bombs and Mines
- V Explosives and Energetic Materials, Propellants, Incendiary Agents and Their Constituents
- VI Vessels of War and Special Naval Equipment
- VII Tanks and Military Vehicles
- VIII Aircraft and Associated Equipment
- IX Military Training Equipment and Training
- X Protective Personnel Equipment and Shelters
- XI Military Electronics
- XII Fire Control, Range Finder, Optical and Guidance and Control Equipment
- XIII Auxiliary Military Equipment
- XIV Toxicological Agents, Including Chemical Agents, Biological Agents, and Associated Equipment
- XV Spacecraft Systems and Associated Equipment
- XVI Nuclear Weapons, Design and Testing Related Items
- XVII Classified Articles, Technical Data and Defense Services Not Otherwise Enumerated
- XVIII Directed Energy Weapons
- XIX [Reserved]
- XX Submersible Vessels, Oceanographic and Associated Equipment
- XXI Miscellaneous Articles
- Not a USML Item

This is followed by a short description of what is to be provided. Unless otherwise noted in the LOA, all items listed are in Condition Code A, Serviceable-Issuable without Qualification, or B, Serviceable-Issuable with Qualification, and are new, used, repaired, or reconditioned material which is serviceable and issuable for its intended purpose. In some instances, reference to a note in the Terms and Conditions may complement or replace these codes.

c. The Unit of Issue is normally "EA" (with associated quantity; for example, 40 EA) or "XX" (unit of issue not applicable; for example, services or several less significant items consolidated under one LOA Item Number), or blank. When XX or blank, a quantity or Unit Cost is not shown.

d. The Source of Supply Code (SC) in the Articles or Services to be Supplied Section is one or more of the following:

- S Shipment from DoD stocks or performance by DoD personnel
- P From new procurement
- R From rebuild, repair, or modification by the USG
- X Mixed source, such as stock and procurement, or undetermined
- E Excess items, as is
- F Special Defense Acquisition Fund (SDAF) items

e. Availability lead time cited is the number of months (MOS) estimated for delivery of defense articles or performance of defense services. The lead time starts with Implementation of this Offer, including the conclusion of appropriate financial arrangements, and ends when items are made available to transportation.

f. Type of Assistance (TA) Codes below may also be found in DoD 4000.25-1-M:

- 3 Source Code S, R, or E; Cash Sale from Stock with Payment in Advance, based on Arms Export Control Act (AECA) Section 21(b).
- 4 Source Code X; Source Undetermined with Payment in Advance, AECA Sections 21(b), 22(a), 29.
- 5 Source Code P; Cash Sale from Procurement with Payment in Advance, AECA Section 22(a).
- 6 Source Code S, R, or E, Payment on Delivery; AECA Section 21(d).
- 7 Source Code P, Dependable Undertaking with 120 days Payment after Delivery; AECA Section 22(b).
- 8 Source Code S, R, or E, Stock Sales with 120 days Payment after Delivery; AECA Section 21(d).
- A FAA Excess Defense Articles - non-reimbursable, provided under the authority of Section 516 of the Foreign Assistance Act (FAA) of 1961, as amended.
- M MAP Merger/USG Grant; FAA Section 503(a)(3).
- N FMS Credit (Nonrepayable); AECA Sections 23 or 24.
- U Source Code P; Cooperative Logistics Supply Support Arrangement (CLSSA) Foreign Military Sales Order (FMSO) I.
- V Source Code S; CLSSA FMSO II stocks acquired under FMSO I.
- Z FMS Credit; AECA Sections 23 or 24.

g. Training notes: AP - Annual training program; SP - Special training designed to support purchases of U.S. equipment; NC - This offer does not constitute a commitment to provide U.S. training; SC - U.S. training concurrently being addressed in separate LOA; NR - No U.S. training is required in support of this purchase.

h. Offer Release Codes (Ofr Rel Cde) and Delivery Term Codes (Del Trm Cde) below may also be found in DoD 4500.9-R. The following Offer Release Codes also pertain to release of items for shipment back to Purchaser on repair LOAs:

- A Freight and parcel post shipments will be released automatically by the shipping activity without advance notice of availability.
- Y Advance notice is required before release of shipment, but shipment can be released automatically if release instructions are not received by shipping activity within 15 calendar days. Parcel post shipments will be automatically released.
- Z Advance notice is required, before release of shipment. Shipping activity will follow up on the notice of availability until release instructions are furnished. Parcel post shipments will be automatically released.
- X The Implementing Agency (IA) and country representative have agreed that the:

-- IA will sponsor the shipment to a country address. Under this agreement, the Freight Forwarder Code must also contain X and a Customer-within-country (CC) Code must be entered in the Mark For Code on the front page of the LOA. The MAPAD must contain the CC Code and addresses for each type of shipment (parcel post or freight).

-- Shipments are to be made to an assembly point or staging area as indicated by clear instructions on exception requisitions. Under this agreement, the Freight Forwarder Code must contain W. A Mark For Code may be entered in the Mark For Code space on the front page of the LOA, and the MAPAD must contain the Mark For Code if the Mark For Address is to be used on the shipment to the assembly point or staging area.

i. For the following Delivery Term Codes, DoD delivers:

- 2 To a CONUS inland point (or overseas inland point when the origin and destination are both in the same geographic area)
- 4 Not applicable (Purchaser has full responsibility at the point of origin. Often forwarded collect to country freight forwarder.)
- 5 At the CONUS POE on the inland carrier's equipment
- 7 At the overseas inland destination on board the inland carrier's equipment
- 8 At the CONUS POE on board the vessel or aircraft
- 9 At the overseas POD alongside the vessel or aircraft

Delivery Term Codes showing DoD transportation responsibility for repair LOAs are shown below. The LOA will provide a CONUS address for each item identified for repair. The Purchaser must assure this address is shown on all containers and documentation when materiel is returned.

- A From overseas POE through CONUS destination to overseas POD on board the vessel or aircraft
- B From overseas POE through CONUS destination to CONUS POE on board the vessel or aircraft
- C From CONUS POD on board the vessel or aircraft through CONUS destination to CONUS POE on board the vessel or aircraft
- D From CONUS POD on board the vessel or aircraft through the CONUS destination to overseas POD on board the vessel or aircraft
- E Not applicable (Purchaser has complete responsibility.)
- F From overseas inland point through CONUS destination to overseas inland destination
- G From overseas POE through CONUS destination to overseas POD alongside vessel or aircraft
- H (For classified items) From CONUS inland point to CONUS POE alongside vessel or aircraft
- J (For classified cryptographic items) From CONUS inland point to overseas inland destination

3. INFORMATION TO BE ENTERED BY THE PURCHASER.

Mark For and Freight Forwarder Codes are maintained in the Military Assistance Program Address Directory (MAPAD), DoD 4000.25-8-M. The Purchaser Procuring Agency should show the code for the Purchaser's Army, Navy, Air Force, or other agency that is purchasing the item(s). The Name and Address of the Purchaser's Paying Office is also required.

a. Mark For Code. This Code should be entered for use in identifying the address of the organization in the Purchaser country that is to receive the items. This includes return of items repaired under an LOA.

(1) This address will be added by the U.S. DoD to the Ship To address on all freight containers. It will also appear on items forwarded by small parcel delivery service, including parcel post. The address should include the port of discharge name and designator (water or air); country name, country service name, street, city, state or province, and (if applicable) in-country zip or similar address code.

(2) Shippers are not authorized to apply shipment markings. If codes and addresses are not published, containers will be received at the freight forwarder or U.S. military representative in-country unmarked for onward shipment with resultant losses, delays, and added costs. The USG will sponsor shipment of this materiel to FOB U.S. point of origin.

b. Freight Forwarder Code. When Offer Release Code X applies, Code X or W, discussed under Offer Release Code X above, must be entered.

c. Purchaser Procuring Agency Codes:

- B Army
- D Air Force
- K Marine Corps
- P Navy
- T Other

4. FINANCIAL

a. The method of financing is shown in the LOA, Amendment, or Modification. The initial deposit required with Purchaser signature of the LOA is an integral part of the acceptance.

b. LOA payment schedules are estimates, for planning purposes. DFAS-JAX/IN will request payment in accordance with the payment schedule unless DoD costs, including 90-day forecasted requirements, exceed amounts required by the payment schedule. When this occurs, the U.S. will use its best efforts to provide a new schedule via LOA Modification at least 45 days prior to the next payment due date. The Purchaser is required to make payments in accordance with quarterly DD Forms 645 issued by DFAS-JAX/IN regardless of the existing payment schedule.

c. The DD Form 645 serves as the bill and statement of account. An FMS Delivery Listing identifying items physically or constructively delivered and services performed during the billing period, will be attached to the DD Form 645. DFAS-JAX/IN forwards these forms to the Purchaser within 45 days before payments are due and Purchasers must forward payments in U.S. dollars to the USG in time to meet prescribed due dates. Costs in excess of amounts funded by FMF agreements must be paid by the Purchaser. Questions concerning the content of DD Forms 645 and requests for billing adjustments should be submitted to the Defense Finance and Accounting Service, 3801 Collections Center, DFAS-JAX/IN, P.O. Box 269490, Indianapolis, IN 46226-9490.

d. The preferred method for forwarding cash payments is by bank wire transfer to the Department of the Treasury account at the Federal Reserve Bank of New York using the standard federal reserve funds transfer format. Wire transfers will be accepted by the Federal Reserve System (FRS) only from banks that are members of the FRS; therefore, non-U.S. banks must go through a U.S. correspondent FRS member bank. The following information is applicable to cash payments:

Wire transfer--

ABA #021030004

U.S. Treasury NYC

Agent Location Code 00003801

Beneficiary DFAS-JAX/IN Agency

Payment from (country or international organization) for Letter of Offer and Acceptance (Identifier at the top of the first page of the LOA)

Check mailing address-

DFAS

3801 Collections Center

DFAS-JAX/IN

P.O. Box 269490

Indianapolis, IN 46226-9490

e. To authorize payments from funds available under FMF loan or grant agreements, the Purchaser may be required to submit a letter of request to the Defense Finance and Accounting Service, 3801 Collections Center, DFAS-JAX/IN, P.O. Box 269490, Indianapolis, IN 46226-9490. Purchasers should consult applicable FMF agreements for explicit instructions. Questions pertaining to the status of FMF financing and balances should be directed to DSCA/CFM.

f. Payments not received by DFAS-JAX/IN by the due date may be subject to interest charges as outlined in paragraph 4.4.8 of the LOA Standard Terms and Conditions.

g. The values on the LOA are estimates. The final amount will be equal to the cost to the USG. When deliveries are made and known costs are billed and collected, DFAS-JAX/IN will provide a "Final Statement of Account" which will summarize final costs. Excess funds will be available to pay unpaid billings on other statements or distributed as agreed upon between the Purchaser and the DSCA Deputy for Country Financial Management.

h. The Purchaser may cancel this LOA upon request to the IA. If this LOA is canceled after implementation, an FMS administrative surcharge may be assessed that equals one-half of the applicable FMS administrative surcharge rate times the ordered LOA value, or the applicable FMS administrative surcharge rate times the actual LOA value at closure, whichever is higher.

5. CHANGES TO THE LOA. Changes may be initiated by the USG or by requests from the Purchaser. After acceptance of the basic LOA, these changes will take the form of Amendments or Modifications.

a. Amendments encompass changes in scope, such as those which affect the type or number of significant items to be provided. Amendments require acceptance by the USG and the Purchaser in the same manner as the original LOA.

b. Modifications include changes that do not constitute a change in scope, such as increases or decreases in estimated costs or delivery schedule changes. Modifications require signature only to acknowledge receipt by the Purchaser.

c. When signed, and unless alternate instructions are provided, copies of Amendments and Modifications should be given the same U.S. distribution as the basic LOA.

d. Requests for changes required prior to acceptance by the Purchaser should be submitted to the IA for consideration. Any change made by the Purchaser and not authorized by the IA is considered a counteroffer. See DoD 5105.38-M for more information.

6. CORRESPONDENCE. Questions or comments regarding this LOA should identify the Purchaser request reference and the identification assigned by the IA within the Department of Defense.

TERMINATION LIABILITY WORKSHEET

LOA Identification : **BN-D-YCY** Type : **LOA** Nbr :

Amount Received from Purchaser : \$0

Payment Date	Total Payment		Estimated Disbursements		Termination Liability / Contractor Holdback	
	Quarterly	Cumulative	Quarterly	Cumulative	Quarterly	Cumulative
Due with LOA Acceptance	\$2,336,702	\$2,336,702		\$2,334,730		\$1,972
15 Mar 2015	\$5,334,744	\$7,671,446	\$2,804,164	\$5,138,894	\$2,530,580	\$2,532,552
15 Jun 2015	\$7,062,064	\$14,733,510	\$5,089,637	\$10,228,531	\$1,972,427	\$4,504,979
15 Sep 2015	\$9,372,683	\$24,106,193	\$7,650,841	\$17,879,372	\$1,721,842	\$6,226,821
15 Dec 2015	\$10,500,052	\$34,606,245	\$10,868,042	\$28,747,414	-\$367,990	\$5,858,831
15 Mar 2016	\$9,959,740	\$44,565,985	\$9,539,453	\$38,286,867	\$420,287	\$6,279,118
15 Jun 2016	\$8,901,380	\$53,467,365	\$8,479,205	\$46,766,072	\$422,175	\$6,701,293
15 Sep 2016	\$7,851,108	\$61,318,473	\$8,319,378	\$55,085,450	-\$468,270	\$6,233,023
15 Dec 2016	\$7,572,000	\$68,890,473	\$8,194,879	\$63,280,329	-\$622,879	\$5,610,144
15 Mar 2017	\$6,796,139	\$75,686,612	\$7,583,065	\$70,863,394	-\$786,926	\$4,823,218
15 Jun 2017	\$5,990,063	\$81,676,675	\$6,487,690	\$77,351,084	-\$497,627	\$4,325,591
15 Sep 2017	\$4,991,223	\$86,667,898	\$5,559,540	\$82,910,624	-\$568,317	\$3,757,274
15 Dec 2017	\$4,494,519	\$91,162,417	\$5,429,193	\$88,339,817	-\$934,674	\$2,822,600
15 Mar 2018	\$3,942,493	\$95,104,910	\$4,841,895	\$93,181,712	-\$899,402	\$1,923,198
15 Jun 2018	\$3,167,730	\$98,272,640	\$4,011,517	\$97,193,229	-\$843,787	\$1,079,411
15 Sep 2018	\$2,543,588	\$100,816,228	\$3,194,943	\$100,388,172	-\$651,355	\$428,056
15 Dec 2018	\$1,806,543	\$102,622,771	\$1,923,550	\$102,311,722	-\$117,007	\$311,049
15 Mar 2019	\$884,757	\$103,507,528	\$1,195,806	\$103,507,528	-\$311,049	\$0
15 Jun 2019	\$479,212	\$103,986,740	\$479,212	\$103,986,740	\$0	\$0

Document Pricing Calculations - Short Version

Document Type : Case

Page 1

Case Id : BN-D-YCY

Version Type : Basic Case

Nbr :

Total Lines : 18

Status : Implemented

Total Above Value : \$100,243,051

Total Below Value : \$4,292,302

Total Case Value : \$104,535,353

Line Nbr	Line Purp	Sub line	Line Stat	Item Qty	Gen Cd	MDE Cd	SOS	CAS In	DTC	Total Component Extended Price	PCC	Primary Category Description	IPC Nbr	IPC Description	IPC Stat	IPC %	IPC Total Line Value
1	ST		A	94	B1Z	Y	P	CAS	9	\$78,020,000.00	85	Items From New Procurement (MDE)	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$507,130.00
													A0530	CAS - Contract Audit Service	AP	0.20%	\$156,040.00
													A0610	Non Recurring Cost Recoupment Charge	WC		
													A0620	Special Non Recurring Cost	NA		
													A3010	Logistics Support Charge (LSC)	NA		
													B0210	Administrative	AP	3.50%	\$2,753,910.95
													B0410	Transportation	NA		
2	ST		A	16	B1Z	Y	P	CAS	9	\$614,080.00	85	Items From New Procurement (MDE)	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$3,991.52
													A0530	CAS - Contract Audit Service	AP	0.20%	\$1,228.16
													A0610	Non Recurring Cost Recoupment Charge	WC		
													A0620	Special Non Recurring Cost	NA		
													A3010	Logistics Support Charge (LSC)	NA		
													B0210	Administrative	AP	3.50%	\$21,675.49
													B0410	Transportation	NA		
3	ST		A	4	B1C	Y	P	CAS	9	\$2,000,000.00	85	Items From New Procurement (MDE)	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$13,000.00

Document Pricing Calculations - Short Version

Document Type : Case

Page 2

Case Id : BN-D-YC Version Type : Basic Case

Nbr :

Line Nbr	Line Purp	Sub line	Line Stat	Item Qty	Gen Cd	MDE Cd	SOS	CAS In	DTC	Total Component Extended Price	PCC	Primary Category Description	IPC Nbr	IPC Description	IPC Stat	IPC %	IPC Total Line Value
3...	ST...	...	A...	4...	B1C...	Y...	P...	CAS...	9...	\$2,000,000.00 ...	85...	Items From New Procurement (MDE)...	A0530	CAS - Contract Audit Service	AP	0.20%	\$4,000.00
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													B0210	Administrative	AP	3.50%	\$70,595.00
													B0410	Transportation	NA		
4	ST		A	10	B1Z	S	P	CAS	9	\$484,719.88	81	Items From New Procurement	A0110	Inflation	NA		
													A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$3,150.68
													A0530	CAS - Contract Audit Service	AP	0.20%	\$969.44
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													A3010	Logistics Support Charge (LSC)	NA		
													B0210	Administrative	AP	3.50%	\$17,109.40
													B0410	Transportation	NA		
5	ST		A	1	M1F	S	S		4	\$181,800.00	66	Technical Data Packages (TDP) From Inventory	A1310	TDP Royalty Fees - Foreign Government In-Country	NA		
													A1320	TDP Royalty Fees - Foreign Third Party	NA		
													A1350	TDP Royalty Fees - Software	NA		
													B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$6,363.00
													B0410	Transportation	NA		
6	ST		A	31	B1Z	N	P	CAS	9	\$2,992,257.33	81	Items From New Procurement	A0110	Inflation	NA		

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Document Type : Case

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Case Id : BN-D-YCY Version Type : Basic Case

Nbr :

Line Nbr	Line Purp	Sub line	Line Stat	Item Qty	Gen Cd	MDE Cd	SOS	CAS In	DTC	Total Component Extended Price	PCC	Primary Category Description	IPC Nbr	IPC Description	IPC Stat	IPC %	IPC Total Line Value
6...	ST...	...	A...	31...	B1Z...	N...	P...	CAS...	9...	\$2,992,257.33 ...	81...	Items From New Procurement...	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$19,449.67
													A0530	CAS - Contract Audit Service	AP	0.20%	\$5,984.51
													A0610	Non Recurring Cost Recoupment Charge	AP		
													A0620	Special Non Recurring Cost	NA		
													B0210	Administrative	AP	3.50%	\$105,619.21
													B0410	Transportation	NA		
7	ST		A		B1Z	N	X	CAS	5	\$781,740.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$27,360.90
													B0410	Transportation	AP	3.75%	\$29,315.25
													A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$5,038.48
													A0530	CAS - Contract Audit Service	AP	0.20%	\$1,550.30
													B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$27,360.90
													B0410	Transportation	NA		
8	ST		A		B1Z	N	P	CAS	9	\$2,145,167.42	85	Items From New Procurement (MDE)	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$13,943.59
													A0530	CAS - Contract Audit Service	AP	0.20%	\$4,290.33
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													B0210	Administrative	AP	3.50%	\$75,719.05

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Document Type : Case

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Case Id : BN-D-YCY

Version Type : Basic Case

Nbr :

Line Nbr	Line Purp	Sub line	Line Stat	Item Qty	Gen Cd	MDE Cd	SOS	CAS In	DTC	Total Component Extended Price	PCC	Primary Category Description	IPC Nbr	IPC Description	IPC Stat	IPC %	IPC Total Line Value
8...	ST...	...	A...	...	B1Z...	N...	P...	CAS...	9...	\$2,145,167.42 ...	85...	Items From New Procurement (MDE),...	B0410	Transportation	NA		
9	ST		A		B9A	N	S		8, 5	\$2,021,000.00	41	Defense Working Capital Fund Items From Inventory - Unprogrammed	A2110	Storage Cost	NA		
													B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$70,735.00
													B0410	Transportation	AP	0.00%	
													B0610	Storage	NA		
													B0710	Staging	NA		
10	ST		A		J8A	N	S		5	\$12,372.00	60	Publications - Based On Known Copy Price	A3010	Logistics Support Charge (LSC)	AP	0.00%	
													B0110	Packing, Crating, & Handling	AP	3.50%	\$433.02
													B0210	Administrative	AP	3.50%	\$433.02
													B0410	Transportation	AP	3.75%	\$463.95
11	ST		A		L1C	N	S			\$1,636,316.00	103	AMC Airlift Support	A0110	Inflation	NA		
													B0210	Administrative	AP	3.50%	\$57,271.06
12	ST		A		M2C	N	P	CAS	C	\$1,000,000.00	85	Items From New Procurement (MDE)	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$6,500.00
													A0530	CAS - Contract Audit Service	AP	0.20%	\$2,000.00
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													B0210	Administrative	AP	3.50%	\$35,297.50
													B0410	Transportation	AP	12.50%	\$126,062.50
13	ST		A		M2K	N	P	CAS	C	\$625,929.60	91	Blanket Order - Procurement	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$4,068.54

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Case Id : BN-D-YC Version Type : Basic Case

Nbr :

Line Nbr	Line Purp	Sub line	Line Stat	Item Qty	Gen Cd	MDE Cd	SOS	CAS In	DTC	Total Component Extended Price	PCC	Primary Category Description	IPC Nbr	IPC Description	IPC Stat	IPC %	IPC Total Line Value
13...	ST...	...	A...	...	M2K...	N...	P...	CAS...	C...	\$625,929.60 ...	91...	Blanket Order - Procurement...	A0530	CAS - Contract Audit Service	AP	0.20%	\$1,251.86
													A3010	Logistics Support Charge (LSC)	NA		
													B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$22,093.75
													B0410	Transportation	AP	12.50%	\$78,906.25
14	ST		A		R8A	N	P	CAS		\$2,671,480.00	81	Items From New Procurement	A0110	Inflation	NA		
													A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$17,364.62
													A0530	CAS - Contract Audit Service	AP	0.20%	\$5,342.96
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													B0210	Administrative	AP	3.50%	\$94,296.57
													B0410	Transportation	NA		
700	ST		A		M1E	N	P	CAS		\$651,462.57	84	Contract Technical Services	A0110	Inflation	NA		
													A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$4,234.51
													A0530	CAS - Contract Audit Service	AP	0.20%	\$1,302.93
													B0210	Administrative	AP	3.50%	\$22,995.00
													B0410	Transportation	NA		
701	ST		A		R4A	N	S			\$73,337.59	07	Temporary Duty (TDY)	A0110	Inflation	NA		
													B0210	Administrative	AP	3.50%	\$2,566.82
702	ST		A		R9Z	N	S			\$4,000.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$140.00

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Case Id : BN-D-YCY

Version Type : Basic Case

Nbr :

Line Nbr	Line Purp	Sub line	Line Stat	Item Qty	Gen Cd	MDE Cd	SOS	CAS In	DTC	Total Component Extended Price	PCC	Primary Category Description	IPC Nbr	IPC Description	IPC Stat	IPC %	IPC Total Line Value
702...	ST...	...	A...	...	R9Z...	N...	S...	...		\$4,000.00 ...	90...	Blanket Order - Stock...	B0410	Transportation	NA		
										\$68,000.00	07	Temporary Duty (TDY)	A0110	Inflation	NA		
										\$1,763,125.58	01	Civilian Personnel Services	B0210	Administrative	AP	3.50%	\$2,380.00
													A0110	Inflation	NA		
													A0420	Civilian Fringe Benefit Cost	AP	28.60%	\$504,253.92
													A0430	Unfunded Civilian Retirement Cost	AP	9.70%	\$171,023.18
													B0210	Administrative	AP	3.50%	\$85,344.09
										\$4,000.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$140.00
													B0410	Transportation	NA		
989	TR		A		N00	N	X	CAS		\$130,000.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.50%	\$4,550.00
													B0410	Transportation	NA		
										\$128,904.31	20	Formal Training Courses	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	\$837.88
													A0530	CAS - Contract Audit Service	AP	0.20%	\$257.81
													A0910	Formal Training - Medical Fee	NA		
													A3010	Logistics Support Charge (LSC)	NA		
													B0210	Administrative	AP	3.50%	\$4,550.00

End of the Report

UNCLASSIFIED//FOUO

Manpower and Travel Data Sheet (MTDS)

Case Id: BN-D-YCY-BASIC

Part A: Personnel

Line Item Number	Position/Function	Rank/Grade	Organization	Line Item on LOA	Work Years of Effort	Duration (From/To)	Total Cost	Corresponding Table C9.T2 Row #
1	Program Manager (Case)	GS-12	LCMC (Eglin)/EBDI - DIRECT ATTACK INTERNATIONAL/Eglin AFB, FL	702	5.0	Nov 2014 - Oct 2019	\$611,976.20	13
2	General Engineer	GS-13	LCMC (Eglin)/EBDI - DIRECT ATTACK INTERNATIONAL/Eglin AFB, FL	702	5.0	Nov 2014 - Oct 2019	\$719,800.42	22
3	Logistics Manager (Case)	GS-11	LCMC (Eglin)/EBDI - DIRECT ATTACK INTERNATIONAL/Eglin AFB, FL	702	5.0	Nov 2014 - Oct 2019	\$503,323.79	13
4	Program Manager (Case)	GS-12	LCMC (Robins)/WNAAC-CMBRE/Robins AFB, GA	702	5.0	Nov 2014 - Oct 2019	\$603,302.27	13
1	Technical Assistance	Service Line - P Code	N/A /N/A/N/A	700	0.0	Nov 2014 - Oct 2019	\$651,462.56	22
2	Studies and Surveys	Service Line - S Code	N/A /N/A/N/A	701	5.0	Nov 2014 - Oct 2019	\$73,337.59	22
Sub-Total LOA Line 700								\$651,462.56
Sub-Total LOA Line 701								\$73,337.59
Sub-Total LOA Line 702								\$2,438,402.68
Total:								\$3,163,202.83

Part B: Travel

Line Item	Purpose of Trip	Work Center/ Organization	CONUS/ In-Country	USG/CTR	Line Item on LOA	Number of Trips	Duration of Each Trip	Number of people	Total Travel Cost	Corresponding Table C9.T2 Row #
2015										
1	Logistics / Sustainment Review Logistics Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	CONUS	USG	702	2	3	1	\$2,200.00	25
2	Logistics / Sustainment Review Program Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	In-Country	USG	702	1	7	2	\$10,000.00	19
Sub-Total LOA Line 702									\$12,200.00	
Total:									\$12,200.00	
2016										
1	Logistics / Sustainment	LCMC (Eglin) / EBDI - DIRECT	CONUS	USG	702	2	3	1	\$2,300.00	25

	Review Logistics Management Review	ATTACK INTERNATIONAL									
2	Logistics / Sustainment Review Program Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	In-Country	USG	702	1	7	2	\$10,800.00	19	
Sub-Total LOA Line 702									\$13,100.00		
Total:									\$13,100.00		
2017											
1	Logistics / Sustainment Review Logistics Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	CONUS	USG	702	2	3	1	\$2,400.00	25	
2	Logistics / Sustainment Review Program Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	In-Country	USG	702	1	7	2	\$11,400.00	19	
Sub-Total LOA Line 702									\$13,800.00		
Total:									\$13,800.00		
2018											
1	Logistics / Sustainment Review Logistics Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	CONUS	USG	702	2	3	1	\$2,500.00	25	
2	Logistics / Sustainment Review Program Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	In-Country	USG	702	1	7	2	\$11,800.00	19	
Sub-Total LOA Line 702									\$14,300.00		
Total:									\$14,300.00		
2019											
1	Logistics / Sustainment Review Logistics Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	CONUS	USG	702	2	3	1	\$2,600.00	25	
2	Logistics / Sustainment Review Program Management Review	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	In-Country	USG	702	1	7	2	\$12,000.00	19	
Sub-Total LOA Line 702									\$14,600.00		

		Total:	\$14,600.00	
		Total LOA Line 702	\$68,000.00	
		Total:	\$68,000.00	

Describe methodology used to develop travel requirements.

Travel costs were developed by DISCS.

Part C: Personnel Support Costs

Line Item	Type of Support Cost	Description of Support Cost	Work Center/ Organization	Line Item on LOA	Total Cost	Corresponding Table C9.T2 Row #
1	Equipment-ADP	Cell phone, blackberry, desktop, laptop, printer, scanner, monitor, keyboard, software update	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	702	\$4,000.00	28
2	Supplies and Materials	Pens paper, toner cartridges, general office supplies	LCMC (Eglin) / EBDI - DIRECT ATTACK INTERNATIONAL	702	\$4,000.00	28
3	Contract Administration Surcharge (CAS)	Contract Administration Surcharge (CAS)	N/A / N/A	700	\$5,537.44	22
Sub-Total LOA Line 700						\$5,537.44
Sub-Total LOA Line 702						\$8,000.00
Total:						\$13,537.44

Description of overall methodology used to derive Personnel Support Costs:

LI1 and LI2: Overall methodology in deriving Personnel Support Costs (PSC) was estimated value of equipment and services from vendors. ; LI3: Contract Administration Services (CAS) is charged at 0.85% and calculated again Support Contractor Services and PSC (LI1 and LI2). Per the DSCA Manual 5105.38-M (SAMM) the Quality Assurance and Inspection portion of the CAS fee is waived.

Part D: Narrative Description

LOA Line 700: See associated line item description note. ; LOA Line 701: See associated line item description note. ; LOA Line 702: See associated line item description note.

Part E: Supporting Information

[DISCS Editor Note: (1) Line notes listed in the LOA are examples only. Do not use them as a template. See the Security Assistance Management Manual (SAMM) for specific guidance. ; (2) Upon implementation of the MTDS module in DSAMS, the printing of LOA line notes in Part D of the MTDS was replaced by the above statements directing the reader to review the LOA for detailed descriptions. See DSAMS CDM Release 10.11 for more information.]

Part F: Additional Comments

Total New Requirements for Part A, B and C:

Case Duration: Qtr. 1/2015 - Qtr. 1/2020

LOA Line 700	\$657,000.00
LOA Line 701	\$73,337.59
LOA Line 702	\$2,514,402.68
Total:	\$3,244,740.27

UNCLASSIFIED//FOUO



United States of America
Amendment 1 to Letter of Offer and Acceptance
BN-D-YCY
ROYAL HUMDINGER II

Based on (DISCS) BN MOD POC email dated 1 Nov 2014.

Mail To: Embassy of Bandaria, Office of the Military Attaché, 2468 16th Street NW,
 Washington DC 20009

Pursuant to the Arms Export Control Act, the Government of the United States (USG) offers to amend the Letter of Offer and Acceptance (LOA) identified above for the purchase of defense articles, defense services, or both. Other provisions, terms, and conditions of the original LOA remain unchanged.

This Amendment Changes line 8 DTC from 9 to 8 and ORC from X to Z.

Basic LOA accepted: 16 Oct 2014.

Estimated Cost: \$103,986,740

Due with Amendment Acceptance: \$7,279,225

Terms of Sale:

Cash Prior to Delivery

Dependable Undertaking

Congressional Notification: 14-99

This offer expires on 30 November 2014. Unless a request for extension is made by the Purchaser and granted by the USG, the offer will terminate on the expiration date.

This Amendment consists of page 1 through page 3.

The undersigned are duly authorized representatives of their Governments and hereby respectively offer and accept this Amendment:

_____	<u>20 Nov 2014</u>	_____	<u>29 Nov 2014</u>
U.S. Signature	Date	Purchaser Signature	Date

SUSAN L. McCLURE,
 Director, EASTCOM Branch

 Typed Name and Title

AFSAC International Division

 Implementing Agency

 Typed Name and Title

 Agency

DSCA Reviewed/Approved 23 Nov 2014

IMPLEMENTATION DATE : 01 Dec 2014

 DSCA Date

This Amendment consists of changes as follows:

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a) Unit	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
<u>PREVIOUS</u>							
008 D3 47	B1Z 9B1Z1N1TALSPT (N)(N)(R)(IV) SUPPORT CONTRACTOR, HUMDINGER (DISAM)	XX		\$2,163,402	P(1-60) TA5	X	9
	Unclassified Humdinger Missile Section Spares (Note(s) 8)						

<u>REVISED</u>							
008 D3 47	B1Z 9B1Z1N1TALSPT (N)(N)(R)(IV) SUPPORT CONTRACTOR, HUMDINGER (DISAM)	XX		\$2,163,402	P(1-60) TA5	Z	8
	Unclassified Humdinger Missile Section Spares (Note(s) 8)						

	Previous (B)	Revised
Estimated Cost Summary:		
(8) Net Estimated Cost	\$100,243,051	\$100,243,051
(9) Packing, Crating, and Handling	433	433
(10) Administrative Charge	3,508,507	3,508,507
(11) Transportation	234,749	234,749
(12) Other	0	0
(13) Total Estimated Cost	\$103,986,740	\$103,986,740

To assist in fiscal planning, the USG provides the following revised anticipated costs of this LOA:

ESTIMATED PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Quarterly</u>	<u>Cumulative</u>
Current USG Financial Requirements		\$9,615,927
Amount Received from Purchaser	\$2,336,702	

<u>Payment Date</u>	<u>Quarterly</u>	<u>Cumulative</u>
Due with Amendment Acceptance	\$7,279,225	\$9,615,927
15 Mar 2015	\$6,912,660	\$16,528,587
15 Jun 2015	\$9,174,811	\$25,703,398
15 Sep 2015	\$10,277,127	\$35,980,525
15 Dec 2015	\$9,744,221	\$45,724,746
15 Mar 2016	\$8,703,669	\$54,428,415
15 Jun 2016	\$7,670,354	\$62,098,769
15 Sep 2016	\$7,393,063	\$69,491,832
15 Dec 2016	\$6,629,681	\$76,121,513
15 Mar 2017	\$5,837,726	\$81,959,239
15 Jun 2017	\$4,858,255	\$86,817,494
15 Sep 2017	\$4,372,906	\$91,190,400
15 Dec 2017	\$3,835,066	\$95,025,466
15 Mar 2018	\$3,080,340	\$98,105,806
15 Jun 2018	\$2,474,591	\$100,580,397
15 Sep 2018	\$1,758,204	\$102,338,601
15 Dec 2018	\$1,153,040	\$103,491,641
15 Mar 2019	\$373,058	\$103,986,740

Note: Any payments made by the Purchaser that exceeds the "Amount Received from Purchaser" as shown above are to be deducted from the "Due with Amendment Acceptance" amount shown above.

Signed Copy Distribution:

1. Upon acceptance, the Purchaser should return one signed copy of this Amendment to Defense Finance and Accounting Service - Indianapolis ATTN: Security Assistance Accounting, DFAS-JAX/IN 8899 E. 56th Street Indianapolis, IN 46249-0230. Simultaneously, wire transfer of the initial deposit or amount due with acceptance of this Amendment (if required) should be made to ABA #021030004, U.S.Treasury NYC, Agency Location Code: 00003801, Beneficiary DFAS-JAX/IN Agency; showing "BN-D-YCY, payment from Government of Bandaria"; or a check for the initial deposit, made payable to the US Treasury, mailed to DFAS, 3801 Center Collections DFAS-JAX/IN, P.O. Box 269490, Indianapolis, IN 46226-9490, showing "BN-D-YCY, payment from Government of Bandaria". Wire transfer is preferred.
2. One signed copy should be returned to Department of the Air Force, Air Force Security Assistance Center, International Support Branch 1822 Van Patton Drive, Building 210, WPAFB, OH 45433-5337.

BN-D-YCY (A1)
Page 3 of 3 Pages



**United States of America
Modification 1 to Letter of Offer and Acceptance
BN-D-YCY
ROYAL HUMDINGER II**

Based on (DISCS) AFSAC Internal memo dated 12 Nov 2014

Mail To: Embassy of Bandaria, Office of the Military Attaché, 2468 16th Street NW,
Washington DC 20009

Pursuant to the Arms Export Control Act, the Government of the United States (USG) hereby notifies the Purchaser of Modification of the Letter of Offer and Acceptance (LOA) identified above. All other terms and conditions of the LOA remain unchanged.

This Modification corrects a typo in the National Stock Number in note 4 reference training missiles in line 004.

Basic LOA accepted: 16 Oct 2014.

Estimated Cost: \$103,986,740

Terms of Sale:

Cash Prior to Delivery

Dependable Undertaking

Congressional Notification: 14-99

This Modification consists of page 1 through page 3.

The undersigned are duly authorized representatives of their Governments and hereby respectively furnish and acknowledge receipt of this Modification:

		08 Dec 2014		
_____	_____	_____	_____	_____
U.S. Signature	Date	Purchaser Signature	Date	
SUSAN L. McCLURE, Director, EASTCOM Branch		_____		
Typed Name and Title		Typed Name and Title		
AFSAC International Division		_____		
Implementing Agency		Agency		
DSCA Reviewed/Approved		17 Dec 2014		
_____	_____	_____	_____	_____
DSCA	Date			

IMPLEMENTATION DATE : 17 Dec 2014

	Previous (A1)	Revised
Estimated Cost Summary:		
(8) Net Estimated Cost	\$100,243,051	\$100,243,051
(9) Packing, Crating, and Handling	433	433
(10) Administrative Charge	3,508,507	3,508,507
(11) Transportation	234,749	234,749
(12) Other	0	0
(13) Total Estimated Cost	\$103,986,740	\$103,986,740

To assist in fiscal planning, the USG provides the following revised anticipated costs of this LOA:

ESTIMATED PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Quarterly</u>	<u>Cumulative</u>
Current USG Financial Requirements		\$9,615,927
Amount Received from Purchaser	\$9,615,927	
15 Mar 2015	\$6,912,660	\$16,528,587
15 Jun 2015	\$9,174,811	\$25,703,398
15 Sep 2015	\$10,277,127	\$35,980,525
15 Dec 2015	\$9,744,221	\$45,724,746
15 Mar 2016	\$8,703,669	\$54,428,415
15 Jun 2016	\$7,670,354	\$62,098,769
15 Sep 2016	\$7,393,063	\$69,491,832
15 Dec 2016	\$6,629,681	\$76,121,513
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15 Jun 2017	\$4,858,255	\$86,817,494
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15 Dec 2017	\$3,835,066	\$95,025,466
15 Mar 2018	\$3,080,340	\$98,105,806
15 Jun 2018	\$2,474,591	\$100,580,397
15 Sep 2018	\$1,758,204	\$102,338,601
15 Dec 2018	\$1,153,040	\$103,491,641
15 Mar 2019	\$373,058	\$103,986,740

Signed Copy Distribution:

1. Upon acknowledgement of receipt, the Purchaser should return one signed copy of this Modification to Defense Finance and Accounting Service - Indianapolis ATTN: Security Assistance Accounting, DFAS-JAX/IN 8899 E. 56th Street Indianapolis, IN 46249-0230.
2. One signed copy should be returned to Department of the Air Force, Air Force Security Assistance Center, International Support Branch 1822 Van Patton Drive, Building 210, WPAFB, OH 45433-5337.

Note 4. LINE NOTE 004 - TRAINING MISSILES. (REVISED)

This line provides for ten (10) training missiles, SL-HUM-TNG-120Z. These are blunt-nose training missiles. The design will be the same as developed for the USAF/USMC. The training missiles will be shipped in CNU-431/E Blunt Nose USAF designed shipping and storage containers. A delivery schedule will be provided separately. Transportation will be done via SAAM

NSN: 1410-00-99 -8889

NOUN: Missile Training, SL-HUM-TNG-120Z

Exp. Class: None

Qty: 10 EA

P(25)



**AUTHORITY TO EXPORT DEFENSE
ARTICLES SOLD
UNDER THE FOREIGN MILITARY SALES PROGRAM**

This form, when properly executed and accompanied by an authenticated Letter of Offer and Acceptance, constitutes authority under section 126.6 of the International Traffic in Arms Regulations (ITAR) to export the defense articles listed thereon. This form may be used in lieu of a U.S. Department of State export license to export defense articles sold by the Department of Defense under the Foreign Military Sales (FMS) program. This export authority is valid for 2 years from the date shown in item 12 below.

The U.S. Department of State may, without prior notice to the exporter, deny, revoke, suspend, or amend this authority consistent with ITAR section 126.7.

Willful violation of the ITAR, making an untrue statement of a material fact, or omission of a material fact required to be stated on this form are subject to prosecution and, upon conviction, fines up to \$1,000,000 or up to 10 years' imprisonment, or both. (Section 38(c), Arms Export Control Act; section 127.3, ITAR.)

1. PM/DDTC Applicant Code Multiple Sources	2. Country of Ultimate Destination/Purchaser BANDARIA	3. Port of Exit from U.S. MILITARY OCEAN TERMINAL SUNNY POINT (MOTSU)
4. Applicant (Name, Address, ZIP Code, Tel. No.) AFLCMC/WFX Wright-Patterson AFB, OH 45433 PH: (937) 904-5555 x 8888// Bandarian Freight Forwarding Corp. International Processing Div. 1234 Kerelian Drive Baltimore, MD 21224-2458 (301)-555-4321	5. Foreign Military Sales Case Identifier BN-D-YCY	6. Date of FMS Case Implementation (mm-dd-yyyy) 10-16-2014
7. Total Value of Defense Articles of Original FMS Case DTS: \$88,629,154.00; FMS Freight Forwarder: \$3,778,652.00		
8. Only the unshipped balance, valued at \$92,407,806 , of this FMS case is covered by this DSP-94. Previous shipments of this FMS case were covered by a Form DSP-94 dated _____ and/or U.S. Department of State license No. _____		

9. Form DSP-94 constitutes an amendment to the value and/or quantity of defense articles authorized under this FMS case as shown in the attached-amended Letter of Offer and Acceptance Yes No

10. If exporter is a freight forwarder acting on behalf of a foreign government or diplomatic mission, provide the name, address, and telephone number of the foreign official in the U.S. familiar with the FMS case.

US Air Force Command Country Manager	Bandarian Freight Forwarding Corp.
ATTN: Mr. Roger Scott	ATTN: Mr. Barton Chess
(937) 555-5555/email rscott.4@wpafb.mil	(301) 555-4321/email chessb@bnff.net

11. U.S. Munitions List Categories (see section 121.1 of the ITAR). Please check the appropriate categories to indicate the types of defense articles included on this FMS case:

I. <input type="checkbox"/>	VI. <input type="checkbox"/>	XI. <input type="checkbox"/>	XVI. <input type="checkbox"/>	XXI. <input checked="" type="checkbox"/>
II. <input type="checkbox"/>	VII. <input type="checkbox"/>	XII. <input type="checkbox"/>	XVII. <input type="checkbox"/>	
III. <input checked="" type="checkbox"/>	VIII. <input checked="" type="checkbox"/>	XIII. <input type="checkbox"/>	XVIII. <input type="checkbox"/>	
IV. <input checked="" type="checkbox"/>	IX. <input type="checkbox"/>	XIV. <input type="checkbox"/>	XIX. <input type="checkbox"/>	
V. <input type="checkbox"/>	X. <input type="checkbox"/>	XV. <input type="checkbox"/>	XX. <input type="checkbox"/>	

12. Exporter's Statement

I, Roger A. Scott, AFLCMC, Wright-Patterson AFB OH, hereby exercise the authority to effect the export described above; warrant the truth of all statements made herein; and acknowledge, understand, and will comply with the provisions of Title 22 CFR Parts 120-130 and any conditions and limitations imposed.

Signature *Roger Scott*

Date (mm-dd-yyyy) 01-09-2015

CONDITIONS OF USE

1. This authority to export defense articles/services on the U.S. Munitions List is subject to the conditions cited in 22 CFR 120 - 130.
2. Use of this authority does not release the exporter from complying with other requirements of U.S. law and regulations.
3. The prior written approval of the U.S. Department of State must be obtained before title or possession of the defense articles exported from the U.S. under this authority may be transferred to anyone not an officer, employee, or agent of the purchaser, or for any use of such articles other than those specified in Letter of Offer and Acceptance.

RETURN OF FORM DSP-94

This form must be returned to the Directorate of Defense Trade Controls, PM/DDTC, SA-1, Suite H1200, U. S. Department of State, Washington, DC 20522-0112 when either: (1) the total value of the FMS case is reached; (2) after 2 years; or (3) when requested by the Directorate of Defense Trade Controls.

CUSTOMS ENDORSEMENT

Indicate below which ITEM listed on the applicable Letter of Offer and Acceptance is BEING EXPORTED and maintain a CONTINUING BALANCE of the remaining value:

QUANTITY	COMMODITY	SHIPMENT VALUE	DATE (mm-dd-yyyy)	SED NO.	OFFICER'S INITIALS	PORT OF EXIT NAME.
TOTAL AUTHORIZED:		\$92,407,806.00	01-09-2015			
REMAINING BALANCE:						
REMAINING BALANCE:						
REMAINING BALANCE:						

**TRANSPORTATION PLAN
FOR THE TRANSFER OF CLASSIFIED AND SENSITIVE MATERIEL
FOR THE GOVERNMENT OF BANDARIA**

AUTHORIZATION:

1. UNITED STATES GOVERNMENT (USG) LETTER OF OFFER AND ACCEPTANCE (LOA) FOR FOREIGN MILITARY SALES (FMS) **CASE: BN-D-YCY**
2. DSP-94- AUTHORITY TO EXPORT DEFENSE ARTICLES SOLD UNDER THE FOREIGN MILITARY SALES PROGRAM
3. DSP-85-APPLICATION/LICENSE FOR PERMANENT/TEMPORARY EXPORT/IMPORT OF CLASSIFIED DEFENSE ARTICLES AND RELATED CLASSIFIED TECHNICAL DATA

A. PURPOSE

This Transportation Plan describes procedures for the initial acquisition, receipt, repair, return and transfer of classified and/or sensitive defense articles between the USG and the Government of Bandaria (BN) as authorized by the USG's LOA, FMS Case: BN-D-YCY.

The provisions of the International Traffic in Arms Regulations (ITAR) – 22 CFR 120-130; 49 CFR; Defense Security Cooperation Agency's Security Assistance Management Manual (SAMM) - (DSCA 5105.38-M); Defense Transportation Regulation (DoD 4500.9-R, Part II, Cargo Movement); Information Security Program Manual - (DoDM 5200.01); National Industrial Security Program Operating Manual - (DoD 5220.22-M); Physical Security of Sensitive Conventional Arms, Ammunition and Explosives (DoD 5100.76-M); International Civil Aviation Organization (ICAO); International Air Transport Association (IATA); International Maritime Dangerous Goods (IMDG) and all other applicable service regulations apply. This plan provides procedures for the movement of Classified and Sensitive materiel identified under the USG's LOA, FMS Case BN-D-YCY.

The Government of Bandaria (GoB) has elected to take custody of the classified materiel in the United States and will use its own facilities and transportation for onward shipment to its territory. Following are the procedures to properly effect the movement of materiel from the source of supply to Bandaria. The US Government-to-Bandaria title transfer occurs at the loading facility of the Department of Defense (DoD) supply activity functioning as the point of origin, whether it is a DoD storage depot or commercial vendor. The US Government-to-Bandaria physical transfer takes place when classified and/or sensitive materiel is delivered to and signed for by the Designated Government Representative (DGR) of the GoB at the approved FF location or DoD facility identified in paragraph B of this plan.

B. DESCRIPTION OF CONSIGNMENT

The classified and/or sensitive materiel listed below includes items which may be returned under the Repair and Return program at a later date. The classified and/or sensitive materiel that is to be transferred under this plan may be appended to the plan as an attachment when the plan is

used for a single shipment, or included in a Notice of Availability (NOA) for recurring shipments.

Nomenclature	Classification Level
SL-HUM-120Z Surface Launched Missile NSN: 1410-00-999-9999	High Sensitivity (SRC II) CIIC 8 Classified CONFIDENTIAL
SL-HUM-120Z Guidance Section NSN: 1420-00-999-9090	Non-Sensitive CIIC C Classified CONFIDENTIAL
SL-HUM-120Z Armament Assembly NSN: 1336-01-999-6666	Moderate Sensitivity (SRC III) Unclassified
SL-HUM-120Z Propulsion Section NSN: 1337-01-999-5555	Moderate Sensitivity (SRC III) Unclassified

C. IDENTIFICATION OF RESPONSIBLE GOVERNMENT AND/OR COMPANY REPRESENTATIVES

It is the responsibility of the Bandarian Army and their DGR to ensure the accuracy of this transportation plan. Any proposed changes or deviations to this plan must be sent in writing to the U.S. Air Force Security Assistance and Cooperation (AFSAC) Command Country Manager (CCM) for approval.

Provided below are the names and telephone numbers of the key management personnel:

1. Bandarian Representatives

Located in the United States

- a. COL Jose L. Rodriguez
Office of the Military Attaché
Embassy of Bandaria
2468 16th Street NW
Washington, DC 20009-2468
Tel: 202-345-6789

- b. CDR Christopher Krolkowski (Bandarian DGR)
Defense Procurement Division
Embassy of Bandaria
2468 16th Street NW
Washington, DC 20009-2468
Tel: 202-345-6795

Located in Bandaria

- c. Mr. Kuyer Fazekas
Bandarian Armed Forces Arsenal
Yamuna District Cardassia
Padme Amidala 5
3220 Cardassia
Republic of Bandaria
Tel: +9998 (46) 3579-0246
Fax: +9998 (46) 3579-8765
kfazekas@bndmo-ar.bn.net

- d. COL Ramon Marques
Bandarian Army
Infantry Battalion C3PO
Karish
5300 Kuna District
Republic of Bandaria
Tel: +9998 (43) 8765-6420
Fax: +9998 (43) 8765-5678
rmarques@bndmo-ar.bn.net

2. USG and/or Company Representatives

- a. Security Assistance Command Country Manager:
Mr. Roger A. Scott
Air Force Security Assistance and Cooperation Directorate
EASTCOM Branch
AFLCMC/FMS
5454 Buckner Road
Wright-Patterson AFB, OH 45433
Tel: 937-713-XXXX
Email: rscott.4@wpafb.mil
- b. Program Executive Officer , Tactical Missile Programs:
Mr. Tim Burke
AFLCMC/HUM
SL-HUM-120Z Program Office
2335 Seventh Street
Eglin AFB, FL 32542
Tel: 850-884-XXXX
Email: tburke@eglin.mil
- c. Assistant Program Manager for Logistics (SL-HUM-120Z)
Mrs. Maggie Williams
2475 K Street
Wright-Patterson AFB, OH 45433
Tel: 937-713-XXXX
Email: mwilliams@wpafb.mil
- d. MASID Missile Corporation-USA
Mr. Bill Rimpo
Humdinger Division
120 Humdinger Circle
Dayton, OH 45429
Tel: 937-429-XXXX
Email: bill.rimpo@MASID-USA.com

- e. MASID Missile Corporation-Bandaria
Dr. Carlos Braziel
Launcher Production Division
Romulus Boulevard
Warehouse 17
5838 Peliar Zel, Bandaria
Tel: +9998 (48) 9763-6420
Fax: +9998 (48) 9763-6675
Email: BrazielC@MASID-BN.NET

- f. Defense Contract Management Agency - Dayton
Mr. Jeff Grafton
1725 Van Patton Drive
Wright-Patterson AFB, OH 45433
Tel: (937) 656-XXXX
Email: jgrafton@wpafb.mil

- g. Air Force Transportation and Traffic Management
Mrs. Joanne Hawkins
AFLCMC/FMS
Wright-Patterson AFB, OH 45433
Tel: (937) 672-XXXX
Email: jbhawkins@wpafb.mil

- h. Military Ocean Terminal Sunny Point (MOTSU)
MAJ Melissa Horvath, USA
596th Transportation Brigade
Southport, NC 28449
Tel: 520-538-XXXX
Email: Horvathm@MOTSU.mil

- i. Dover Air Force Base
Special Cargo Handling
Maj. Bryan Cardwell, USAF
455 Aerial Port Squadron (APS)
Bldg 909 Pacific Ave
Dover AFB DE 19902
Tel: (302) 555-4518
Email: Cardwell.b.6@Dover.mil

- j. Defense Security Service (Northern Region)
Mr. John Smilek
Detroit Field Office (IOFND)
17177 N. Laurel Park Drive, Suite 423
Livonia, MI 48152-2659
Tel: 734-793-XXXX
Fax: 734-464-XXXX
john.smilek@dss.mil

or

Defense Security Service (Southern Region)
Ms. Patricia White
Atlanta Field Office (IOFSA)
P.O. Box 9059,
Hurlburt, FL 32544
850-881-XXXX
patricia.white.3@dss.mil

or

Defense Security Service (Capital
Region) Mr. Patrick Hawkins
Capital Region Field Office (IOFCL1)
7556 Teague Road, Ste. 580
Hanover, MD 21076
Phone: 443-354-XXXX
Fax: 410-799-3082
Email: Linthicum.IOFCL1@dss.mil

- k. Office of Defense Cooperation (US DGR)
COL Ronald Yakkel, USAF
Chief, Security Cooperation Office
Department of State
5050 Herat Place
Washington DC 20521-5050
Tel: +9998 (46) 0713-3289
Fax: +9998 (46) 0713-4567
Email: ronald.yakkel@state.gov

3. Emergency Points of Contact

If during the transit process, breeches in security or inexplicable events occur, please notify the following persons as soon as possible:

In the United States

- a. Defense Security Service Industrial Security Field Office
893 Elkridge Landing Hwy. Suite 1530
Linthicum, MD 21090-2917
POC: Mr. Douglas Simmons, Industrial Security Specialist
Email: Fresh.Simmons@dss.mil
Tel: (410) 555-3426
Fax: (410) 555-1234
- b. COL Jose L. Rodriguez Embassy
Bandariaof
Office of the Military Attaché
2468 16th Street NW Washington
DC 20009-2468
Email:
Jose.Rodriguez@MIL.BN

TEL: (202)345-6789

Fax: (202) 345-5551

- c. Security Assistance Command Country Manager:
Mr. Roger A. Scott
Air Force Security Assistance and Cooperation Directorate
EASTCOM Branch
AFLCMC/FMS
5454 Buckner Road
Wright-Patterson AFB, OH 45433
Tel: 937-713-XXXX
Email: rscott.4@wpafb.mil

In Bandaria

- d. Mr. Kuyer Fazekas
Bandarian Armed Forces Arsenal
Yamuna District Cardassia
Padme Amidala 5
3220 Cardassia
Republic of Bandaria
Tel: +9998 (46) 3579-0246 Fax:
+9998 (46) 3579-8765
kfazekas@bndmo-ar.bn.net
- e. Office of Defense Cooperation (US DGR)
Col. Ronald Yakkel, USAF
Chief, Security Cooperation Office 1492
Rue de la République
2038 Herat, Bandaria
Tel: +9998 (46) 0713-3289
Fax: +9998 (46) 0713-4567
Email:
ronald.yakkel@state.gov

D. IDENTIFICATION OF COMMERCIAL ENTITIES TO BE INVOLVED IN EACH SHIPMENT

1. Commercial Freight Forwarder: The GoB has contracted with the Bandarian Freight Forwarding Corp., USA to provide freight forwarding (FF) services in support of the Humdinger Missile program. Bandarian Freight Forwarding Corp., USA is authorized and cleared by the Defense Security Service (DSS) to store, process and ship classified and unclassified materiel while ensuring that all materiel is properly handled, without compromise, in accordance with security measures promulgated in the following references:

- a. DSCA 5105.38-M, the Security Assistance Management Manual (SAMM)
- b. DoD 5200.01-M, Information Security Program Manual
- c. DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)
- d. DLM 4000.25 V6. C3, Military Assistance Program Address Directory (MAPAD)
- e. AFMAN 16-101, International Affairs and Security Assistance Management

Bandarian Freight Forwarding Corp., USA acts as a multi-level logistics manager, ensuring adequate import and export licenses for all items to include new, used, refurbished and repaired,

that are being shipped to and from Bandaria.

f. For LOA line items 009 and 010, the USG is responsible for arranging for the transportation of the unclassified inventory items and materiel from the point of origin to the FF facility in Baltimore, MD. The FF will arrange for the movement of unclassified inventory items and materiel from its facility in Baltimore, MD to Bandaria.

g. For LOA line item 009, the USG is responsible for arranging for the transportation of the sensitive inventory items and materiel from the point of origin to the Military Ocean Terminal Sunny Point (MOTSU). The FF will arrange for a qualified vessel to receive the sensitive items and materiel at MOTSU for onward shipment to Bandaria.

c. For LOA line item 012, the Bandarian Army is responsible for arranging for the transportation of classified and/or sensitive inventory items and materiel from Bandaria to either the MOTSU, or to Dover Air Force Base. The Office of the Military Attache in the Bandarian Embassy in Washington, DC will coordinate for inbound and return Bandarian air or ocean carriers for the return and pickup of repaired materiel. The USG is responsible for arranging transportation of the classified and/or sensitive materiel between the CONUS port and the repair facility, and return to the CONUS port.

The FF will only process unclassified paperwork and make delivery arrangements. Bandarian International Airlines and Federal Express (FEDEX) are cleared to the SECRET level and qualified by the U.S. Surface Deployment & Distribution Command (SDDC) to provide Constant Surveillance Service (CSS) and Protective Security Service (PSS). All unclassified and sensitive shipments, via ocean or air, into and outside of the CONUS that are to, from, or between the United States and Bandaria, authorized by FMS LOA BN-D-YCY will be received and processed by the following DSS-approved freight forwarding facility:

Bandarian Freight Forwarding Corp., USA
Warehouse Docks
International Processing Division
1234 Kerelian Drive
Baltimore, MD 21224-2458
Tel: 1-800-WEMOVEU (936-6838)
Fax: 301-555-9876
Facility Security Clearance Level: Limited SECRET*
Safeguarding Capability Level: SECRET (Hardware Only)
Cage Code: F0SC87

* This clearance is limited to the processing of classified freight for the Government of Bandaria only.

The following are essential management personnel at Bandarian Freight Forwarding Corp., USA who possess valid security clearances and are DSS cleared and authorized to store, process, ship, arrange the transfer of, sign receipts for, and assume security responsibilities for unclassified, classified (up through SECRET level), and sensitive (non-explosive) freight materiel:

Mr. Barton Chess
Office: 1-800-WEMOVEU (936-6838)
Cell: 301-111-9999
Fax: 301-555-9876

Mrs. Brenda Coker
Office: 1-800-WEMOVEU (936-6838)
Cell: 301-222-3333
Fax: 301-555-9876

2. Domestic Carriers: Bandarian Freight Forwarding Corp., USA will arrange for the domestic movement of classified and sensitive materiel from its point of origin to intermediate points, to its facilities, and to and from points of embarkation and debarkation. Only cleared carriers qualified by the SDDC will be utilized for the transport of classified and sensitive materiel. The following is a partial listing of Constant Surveillance Service (CSS) and Protective Security Service (PSS) carriers which will be utilized:

FEDEX ((CSS & PSS) small packages, non-hazardous only)
(U.S. CUSTOMERS ONLY)
FedEx Express Toll Free Number: 1.800.Go.FedEx
FedEx Ground Toll Free Number: 1.800.463.3339

3. International Air Carriers: Delivery of classified and sensitive materiel will be made directly by the secured Bandarian Freight Forwarding Corp., USA facility to the overseas carrier. The authorized representative of the overseas carrier will sign for the classified and sensitive materiel transferring custody and security responsibility to that carrier. Only the following overseas carriers (or a U.S. Flag aircraft) are to be used for the international movement of U.S. classified and sensitive materiel. Classified, hazardous military articles shipped by commercial air freight must be directed to one of the military bases listed above for pick-up.

Bandarian International Airlines (Only non-hazardous materiel)

4. Ocean Carrier: Ocean transportation will be provided by the SDDC approved charter vessels suitable for loading at DoD controlled gateway Military Ocean Terminal Sunny Point, NC (MOTSU). Appointment of charter ocean carriers will be on a “case by case” basis to meet program materiel availability dates and required delivery in-country dates. Only the following overseas carrier is to be used for unclassified, classified and/or sensitive materiel by sea:

Maersk Line-Bandaria
180 Park Avenue
Bldg 105, P.O. Box 07999
07932 Florham Park, NJ 07932
Tel: 1-800-321-8807
Fax: 1-800-514-5410
Email: Mike.Macomber@Maersk-Bandaria.com

E. PACKAGING THE CONSIGNMENT

Packaging includes packing, preservation, and other procedures designed to protect materiel from damage or deterioration while in transit or storage. FMS shipments are packed to not less

than Military Level B as defined in MIL-STD-2073-1, (Standard Practice for Military Packaging). Military Level B packing provides protection needed to meet moderate worldwide shipment handling and storage conditions. Marking identifies the contents along with the consignor (the activity who sends the shipment) and consignee (the activity who receives the shipment). FMS shipments are marked and labeled in accordance with MIL-STD-129 (reference (f) of Appendix A). As a minimum, on all FMS shipments, all materiel shipped is required to meet the FMS shipment marking requirements found in the table below:

FMS Shipment Marking Requirements	
1	FMS Case Identifier
2	Transportation Control Number (TCN)
3	Transportation Priority
4	Project Code, if applicable
5	Consigner's Name and Ship From Address
6	Consignee's Ship To Address
7	Ultimate Consignee/Mark For Address (Military Assistance Program Address Directory (MAPAD) address code and clear text address, if applicable)

(NOTE: Information cited from the SAMM (DSCA 5105.38-M) (reference (b) of Appendix A).

1. Containers: When classified and sensitive materiel is transported, the following regulations apply:

a. If the classified and sensitive materiel is an internal component of a packageable item of equipment, the outside shell or body may be considered as the inner enclosure provided it does not reveal classified information.

b. If the classified and sensitive materiel is an inaccessible internal component of a bulky item of equipment, the outside or body of the item may be considered to be a sufficient enclosure provided observation of it does not reveal classified information.

c. If the classified and sensitive materiel is an item or equipment that is not reasonably packageable and the shell or body is classified, it shall be concealed with an opaque covering that will hide all classified features.

d. Specialized shipping containers, including closed cargo transporters, may be considered the outer wrapping or cover when used.

e. Classified and sensitive materiel shall be prepared for shipment, packaged, and sealed in ways that minimize risk of accidental exposure or undetected deliberate compromise. Documents should be packaged so that classified text is not in direct contact with the container.

2. Addressing:

a. The container for classified and sensitive materiel shall be addressed to an official USG activity or to a DoD contractor with a facility security clearance and appropriate storage capability, and shall show the complete return address of the sender. The outer container shall "not" be addressed to an individual. Office codes or phrases may be used (i.e. "Attention: Research Department").

b. The container shall show the address of the receiving activity, the address of the sender, the highest classification of the contents (including, where appropriate, any special markings such as "Restricted Data" or "NATO Restricted,") and any applicable special instructions. The inner container may have an "attention line" with a person's name.

c. The single container shall not bear a classification marking or any other unusual marks that might invite special attention to the fact that the contents are classified.

d. Classified information intended only for U.S. elements of international staffs or other organizations must be addressed specifically to those elements.

e. The use of Military Shipping Labels is mandatory for all Foreign Military Sales (FMS) shipments. Military Shipping Labels can be obtained from the website <https://www.ams-tac.com>.

F. ROUTING OF THE CONSIGNMENT

1. Routing of Consignment from Point of Origin to Bandaria by Ocean via Customer Pickup (Delivery Term Code 8)

This consignment will be transported to Military Ocean Terminal Sunny Point (MOTSU) in Southport, NC through the DTS. When the classified and/or sensitive materiel has been properly packaged, labeled, marked and made available for shipment from the source of supply, the servicing Defense Contract Management Agency (DCMA) will prepare and dispatch a formal Notice of Availability (NOA). Only cleared carriers qualified by the SDDC will be used for the transport of classified and/or sensitive materiel. All safeguards for ground transportation of classified and/or sensitive materiel by an SDDC-qualified carrier will be followed. Refer to Chapter 205 and Appendix E of the Defense Transportation Regulation (DTR) for the appropriate Transportation Protective Service (TPS) for classified and/or sensitive FMS shipments while in transit in the CONUS. Per policy contained in Defense Logistics Manual (DLM) 4000.25 V6.C3, the MAPAD, the NOA will be directed to the Bandarian Military Attaché, COL Jose L. Rodriguez, with a courtesy copy to the FF, attention: Barton Chess, fax# 301-555-9876. The FF is responsible for making arrangements for receiving unclassified and/or sensitive materiel at MOTSU by Maersk-Bandaria. The Bandarian Embassy will formally respond to the NOA or forward it to its FF for reply. The response will identify Bandarian Freight Forwarding Corp., USA as the agent for Bandaria to arrange for pickup of the materiel by Maersk-Bandaria and clear U.S. customs at MOTSU.

Based on the formal response to the NOA, the servicing DCMA will obtain a carrier qualified by SDDC to transport the classified and/or sensitive materiel involved from the source of supply to the military port of embarkation (POE) for loading. All safeguards for transporting classified and/or sensitive materiel will be followed to include CSS or PSS, as necessary. CONFIDENTIAL materiel, at a minimum, must be transported by a commercial carrier qualified by SDDC to transport CONFIDENTIAL and provide CSS. If the shipment includes SECRET materiel, the carrier must be cleared by DSS and qualified by SDDC to provide PSS. SECRET or CONFIDENTIAL materiel may also be shipped to Bandarian Freight Forwarding Corp., USA or by U.S. Postal Service, registered or express mail, as appropriate. Electronic signature service will be initiated at the origin shipping point and will continue until delivery to the ultimate consignee in Bandaria is completed, thereby providing a continuous chain of accountability.

After selection of the approved shipping method and release of custody of the classified and/or sensitive materiel via the Signature and Tally Record, a REPSHIP will be immediately dispatched (in writing) by the servicing DCMA. Addresses must include Bandarian Freight Forwarding Corp., USA and any known en-route transfer locations and the in-country “Mark-For” location. The servicing DCMA will arrange cargo call forward to the Military Ocean Terminal.

The office of primary responsibility for customer pickup at MOTSU is the Customer Service Branch Special Handling Section of the 596th Transportation Brigade, (520) 538-XXXX. Coordination will include a detailed list of all materiel and a tentative carrier schedule sent to the Classified Cargo Handling Section. This information must be approved by the MOTSU CSB Special Handling Section before any cargo is shipped from the point of origin.

Upon arrival at the Military Ocean Terminal, a CSB representative will check to ensure the seals are intact, and sign the Signature and Tally Record. This will acknowledge the possession of the materiel by the MOTSU representative. Military base personnel will safeguard the classified and/or sensitive materiel until the arrival of the Bandarian carrier for customer pickup. Under the coordination of the 596th Transportation Brigade CSB, military personnel will deliver the classified and/or sensitive materiel to the designated Bandarian vessel. At the appointed loading time, Military Ocean Terminal personnel will move the classified and/or sensitive materiel from their secure storage area to the vessel loading area. Military Ocean Terminal personnel will witness the loading of the materiel onto the vessel. Military Ocean Terminal personnel will obtain a signature from the vessel master or first mate. This will acknowledge the continuity of accountability and transfer of custody during the transportation cycle. The vessel master/first mate will ensure that no unauthorized personnel have access to or handle the classified and/or sensitive materiel.

The AFSAC CCM or the FF will ensure that all required documentation is logged with U.S. Customs. The classified and/or sensitive materiel must be safeguarded in an appropriate manner until transferred by signature to the DGR of Bandaria.

The Bandarian DGR will examine all classified and/or sensitive materiel and shipping documents to determine if any form of compromise was suspected during transport or storage. If so, he will immediately notify the U.S. Air Force transportation office as well as the emergency POC’s (specified in Section C.3). The Bandarian DGR will sign the Signature and Tally Record or DD Form 1385 and retain a copy for his records. Bandarian Army representatives will assume physical custody and escort the classified and/or sensitive materiel to the authorized representative of the Bandarian government at the final (Mark-For) destination.

Bandarian Freight Forwarding Corp., USA will advise the servicing DCMA of any shipment not received within 48 hours after the estimated time of arrival specified in the REPSHIP. Upon receipt of such notice, the servicing DCMA will immediately initiate tracer action. Once the materiel is located, if it is suspected that the materiel was subject to compromise (i.e. packaging damaged, seals broken, etc.) the local security authorities, as well as the emergency POCs specified in Section C.3, will be contacted immediately. In addition, if the materiel was shipped from a contractor’s facility, the local DSS Industrial Field Office, as well as the emergency POCs specified in Section C.3, will be contacted immediately.

The vessel’s agent will report to Bandarian Freight Forwarding Corp., USA all shipment details (vessel, container numbers, sail date, ETA). Bandarian Freight Forwarding Corp., USA will

send an advice of shipment to the Bandarian Army.

Ocean shipments of non-explosive cargo will be made in containers (sea vans), which will have uniquely numbered seals affixed to the doors once the cargo is loaded. This same seal will remain intact during the voyage transit and will be verified upon arrival of the container at destination.

Explosive cargo will be handled as containerized or break-bulk. Movements of this type of cargo will be done on a part charter or full charter basis. Vessel registry should be U.S. Flag or of Bandarian Flag. This carriage will be performed without transshipment or relay.

2. Routing of Consignment from Point of Origin to Bandaria via Special Assignment Airlift Mission (SAAM) (Delivery Term Code 9)

This consignment will be transported to Dover AFB through the DTS. When the classified and/or sensitive materiel has been properly packaged, labeled, marked and made available for shipment from the source of supply, the servicing DCMA will prepare and dispatch a formal NOA. Only cleared carriers qualified by the SDDC will be used for the transport of classified and/or sensitive materiel. All safeguards for ground transportation of classified and/or sensitive materiel by an SDDC-qualified carrier will be followed. Refer to Chapter 205 and Appendix E of the Defense Transportation Regulation (DTR) for the appropriate Transportation Protective Service (TPS) for classified and/or sensitive FMS shipments while in transit in the CONUS. Per policy contained in DLM 4000.25 V6.C3, the Military Assistance Program Address Directory (MAPAD), the NOA will be directed to the Bandarian Military Attaché, COL Jose L. Rodriguez, with a courtesy copy to the FF, attention: Barton Chess, fax# 301-555-9876. The FF is responsible for making arrangements for receiving classified and/or sensitive materiel at the port of debarkation. The Bandarian Embassy will formally respond to the NOA or forward it to its FF for reply. The response will identify Bandarian Freight Forwarding Corp., USA as the agent for Bandaria to arrange for receipt and transport of the materiel upon arrival in Bandaria.

Based on the formal response to the NOA, the servicing DCMA will obtain a carrier qualified by SDDC to transport the classified and/or sensitive materiel involved from the source of supply to the military POE for loading. All safeguards for transporting classified and/or sensitive materiel will be followed to include CSS or PSS, as necessary. CONFIDENTIAL materiel, at a minimum, must be transported by a commercial carrier qualified by SDDC to transport CONFIDENTIAL and provide CSS. If the shipment includes SECRET materiel, the carrier must be cleared by DSS and qualified by SDDC to provide PSS. SECRET or CONFIDENTIAL materiel may also be shipped to Bandarian Freight Forwarding Corp., USA or by U.S. Postal Service, registered or express mail, as appropriate. Signature security service will be initiated at the origin shipping point and will continue until delivery to the ultimate consignee in Bandaria is completed, thereby providing a continuous chain of accountability.

Dover AFB requires materiel to arrive no later than five days prior to departure and will not accept cargo earlier than 14 calendar days prior to the departure date. If cargo arrives after the five day window, it will not be put on the flight and will be returned to its origin. Cargo will not be stored at Dover AFB for any reason. Explosive shipments must be cleared into the In-Transit Munitions facility (B-bunker) prior to shipping. A truck clearance number will be issued by Dover B-bunker personnel (302) 555-2272 upon approval. All other freight to include general, hazardous, and/or classified must be cleared through the Customer Service Branch Special Handling Section (302) 555-4518. The Classified Cargo Handling Section and In-Transit

Munitions facility will provide specific arrival times in order to expedite materiel handling. If cargo does not arrive by the no later than date it will be returned to origin.

Proper documentation must accompany all shipments. This includes the Shipper's Declaration for Dangerous Goods (SDDG) form(s) which must be filled out completely and accurately. The shipper must provide at least three red-hatched border copies per shipment of hazardous cargo. All hazardous materiel will be certified and packaged in accordance with the applicable hazardous/dangerous goods regulations. A telephone number must be on the Shipper's Declaration for contact purposes and the document must be signed by an authorized HAZMAT preparer.

Upon arrival at Dover AFB, authorized personnel will inspect and receive the classified materiel from the carrier. Upon completion of the inspection, the authorized military base personnel will accept custody of the classified and/or sensitive materiel by signing the Signature and Tally Record (DD Form 1907) and placing the shipment in the Special Handling Area until ready for loading onto the SAAM flight. Inspection of the classified and/or sensitive materiel will include verification of the security seals, visual inspection of any damage to the package, and determination if any unauthorized personnel had access to classified materiel. If there is any indication of compromise, the military base personnel will immediately notify the Air Force transportation office as well as the emergency POC's (specified in Section C.3).

A Shipper's Export Declaration (SED)/Electronic Export Information (EEI) for the materiel must be prepared by the shipper or the servicing DCMA and entered through the Automated Export System (AES-Direct). Copies of the SED/EEI receipts should be provided to the USAF Transportation Team and Customs personnel.

Prior to the departure of the aircraft from Dover AFB, the CSB will send an email to the U.S. Office of Defense Cooperation in Bandaria, and to the Bandarian Military Attaché, COL Jose L. Rodriguez, of the scheduled arrival of the aircraft in Bandaria. It is the responsibility of the office of the Bandarian Military Attaché and the U.S. Office of Defense Cooperation in Bandaria to coordinate with the Bandarian Army to receive the materiel when the aircraft arrives in Bandaria.

Bandarian Army representatives will meet the chartered aircraft upon arrival at the Bandarian port of debarkation. The names of the Bandarian Army DGR authorized to sign for the classified and/or sensitive materiel will be provided to Dover AFB CSB personnel prior to release of the shipment from the shipper (point of origin). The classified and/or sensitive materiel will be off-loaded and the Bandarian DGR will acknowledge receipt and custody of the classified and/or sensitive materiel by endorsing the Signature and Tally Record. Any evidence of security compromise will be immediately reported to the emergency contact personnel listed in section C.3.

3. Routing of Consignment from Point of Origin to Bandaria via Freight Forwarder (Delivery Term Code 5)

Bandarian Freight Forwarding Corp., USA may receive unclassified materiel, sensitive (non-explosive) materiel, and classified hardware up through SECRET level at its Baltimore facility. The FF has a limited SECRET clearance for hardware only.

When classified and sensitive (non-explosive) materiel is received at Bandarian Freight Forwarding Corp., USA cleared personnel will receive the materiel, take custody of the materiel,

and sign and retain copies of the Signature and Tally Record. The cleared personnel will inspect all marks, numbers, seals and serial numbers against the shipping documents. In the case of a sealed truck, the cleared personnel shall verify that the seal(s) have not been tampered with and that the identification marks are the same as indicated on the bill of lading from the origin facility. The classified and sensitive (non-explosive) materiel will immediately be placed in a DSS approved security cage location on the premise with original documentation attached until transportation arrangements are made to transfer the shipment to the consignee in Bandaria. If, for any reason, Bandarian Freight Forwarding Corp., USA suspects the shipment was compromised during movement, they will immediately contact the emergency POCs specified in Section C.3.

The classified and sensitive (non-explosive) materiel, while in the custody of Bandarian Freight Forwarding Corp., USA will not be opened, left unsecured, or handled by unauthorized or uncleared personnel.

Bandarian Freight Forwarding Corp., USA will prepare the SED/EEI through the AES-Direct prior to the departure of the materiel.

G. COURIERS/ESCORTS

A minimum of two Bandarian Army representatives will escort the classified and/or sensitive materiel while on board the vessel registered to Maersk-Bandaria. The Bandarian Army will provide additional escorts at the port of debarkation to accompany the classified and/or sensitive materiel to the authorized representative of the Bandarian Army at the final (Mark-For) destination. The Bandarian Army will provide the name, security clearance level, passport number, and sponsoring organization of each escort to the Customer Service Branch Special Handling Section of the 596th Transportation Brigade at MOTSU prior to the departure of the vessel from MOTSU.

No escorts are required for the transport of classified and/or sensitive materiel via SAAM from CONUS to Bandaria. The Bandarian Army will provide escorts at the port of debarkation to accompany the classified and/or sensitive materiel to the authorized representative of the Bandarian Army at the final (Mark-For) destination.

H. RECIPIENT GOVERNMENT RESPONSIBILITIES

1. Transfer of Custody is considered to take place when an authorized, cleared representative of The Government of Bandaria signs for the classified materiel once the materiel has transferred to that representative at the MOTSU, or at the port of debarkation in Bandaria. This acknowledges the transferring of custody from the U.S. military and the acceptance of full security responsibility for the materiel by the Government of Bandaria.

2. Inspection: Upon receipt of the classified and/or sensitive materiel in Bandaria, Bandarian personnel will examine all the materiel and shipping documents to determine if the classified and/or sensitive materiel had been transferred to any unauthorized carrier during shipment or if any form of compromise was suspected during shipment. If so, they will immediately notify the appropriate emergency POCs listed in section C.3.

3. Customs Clearance: Customs clearance in the United States will be handled by Bandarian Freight Forwarding Corp., USA. Customs clearance in Bandaria will be handled by the Bandarian

Army. The United States is not responsible for the payment of any fines, taxes or duties levied by either government on these consignments.

4. Onward Movement: The Bandarian Army is responsible for arranging for and funding any necessary transportation of the classified and/or sensitive materiel from the port of debarkation in Bandaria to the final in-country (Mark-For) destination.

5. Licenses and Permits: The Bandarian Army is responsible for obtaining any necessary licenses or permits for the movement of hazardous materiel from the United States to Bandaria, and/or within Bandaria, to include licenses or permits from other countries through which the shipment may transit.

6. Notification to Consignee and Shipment Tracking: The Bandarian Freight Forwarding Corp., USA will inform the designated consignee of the pick-up date, estimated arrival date and carrier details at least 24 hours in advance of the arrival of the materiel, or immediately upon dispatch, if transit time is less than 24 hours of the arrival of the materiel.

The Bandarian Freight Forwarding Corp., USA shall annotate the bills of lading as follows:

“Carrier to notify the consignor and consignee immediately by telephone if shipment is delayed because of an accident or incident. If neither can be reached, contact the SDDC HOTLINE NUMBER (1 800-524-0331). Use the HOTLINE number to obtain safe haven or refuge instructions in the event of civil disorder, natural disaster, carrier strike or other emergency.”

I. TRANSFER DOCUMENTATION

The following documents that may be required by law or regulation that are related to the shipment includes or may include the following: LOAs, DD Forms 1348-1a, DD Forms 250 or Wide Area Work Flow (WAWF) equivalents, Notices of Availability (NOAs), Government Bills of Ladings (GBLs), Commercial Bills of Ladings (CBLs), United States Postal Service (USPS) receipts (insured, certified, or registered mail), packing lists, inventories, export license, airway bills, signature and tally records, and/or declarations.

J. RETURN OF MATERIEL

Sensitive (explosive) materiel must be returned to CONUS through a DoD-controlled air or sea port.

Hazardous materiel must be properly packaged, labeled, marked, documented and certified for transport by air or ocean in accordance with International Maritime Dangerous Goods (IMDG) or International Air Transport Association (IATA) safety standards. In accordance with Section 173.56f, U.S. Title 49, Code of Federal Regulations (49CFR), each FMS customer Competent Authority (CA) must request their own Explosive Hazard Classification authorization letter (EX number) and Packaging authorization letter from the U.S. Department of Transportation (DOT) prior to transporting explosive materiel. If the materiel is moving within the Defense Transportation System (DTS) it may be possible to substitute an Interim Hazard Classification (IHC) letter. See reference M in Appendix A of this plan for guidance on shipping explosives.

The Bandarian Army will provide an advice of shipment to Bandarian Freight Forwarding Corp.,

USA and to the Bandarian Office of the Military Attaché for materiel being exported from Bandaria to CONUS. The Bandarian Army personnel will arrange delivery of the sensitive materiel to the Bandarian airport or seaport. Bandarian Army personnel will obtain and forward the related shipping documents to Bandarian Freight Forwarding Corp., USA after the shipment departs Bandaria. Bandarian Freight Forwarding Corp., USA will arrange U.S. Customs Clearance upon arrival of cargo in the CONUS.

1. Return of Classified and/or Sensitive (Explosive) Materiel from Bandaria to CONUS DTS Port of Debarkation and Return to Bandaria by Ocean (DTC C)

The same transportation arrangement procedures will be followed for customer pickup at MOTSU as described in Section F of this plan.

2. Return of Classified and/or Sensitive (Explosive) Materiel from Bandaria to CONUS DTS Port of Debarkation and Return to Bandaria by Air (DTC C)

If the GoB employs its own government aircraft, normally a military aircraft, the Office of the Military Attaché in Washington, DC must request an Aircraft Landing Authorization Number (ALAN) from the USAF Civil and Foreign Government Aviation Office (AF/A30-AA). The phone number is 703 697-1938 or 703 697-1796. The FAX is 703 697-1972. Air Force Instruction (AFI) 10-1801, Foreign Governmental Aircraft Landing at United States Air Force Installations (reference K in Appendix A of this plan), provides detailed instructions for requesting ALANs. A request must be submitted at least five days before a planned arrival date. The Bandarian Freight Forwarding Corp., USA cannot request ALANs.

If the Bandarian Army charters a civilian aircraft instead of employing Bandarian Government aircraft, the air carrier must apply to AF/A30-AA for a Landing Permit, not an ALAN. ALANs are required only when foreign government aircraft are used. The Landing Permit phone number is 703 697-5967; the FAX is 703 695-7004. The air carrier must provide the Civil and Foreign Government Aviation Office three Department of Defense Forms (DD Forms 2400, 2401, and 2402) which provide the USAF with Certificates of Insurance and Hold Harmless Agreements for each pickup. Detailed instructions for Landing Permit requests are found in AFI 10-1001, Civil Aircraft Landing Permits. Civil Aircraft Landing Permits must be requested at least 30 days before a pickup date. Prior to requesting landing permits for either Bandarian Government or Bandarian civilian chartered aircraft, the Bandarian Military Attaché should coordinate with aerial port at least 35 days in advance of desired arrival date of the aircraft to ensure the aerial port has the capability of supporting the Pilot Pick-Up/Drop-off. Aerial ports will provide the Bandarian Freight Forwarding Corp., USA or Military Attaché with a checklist to assist them with aerial port requirements.

The office of primary responsibility for Pilot Pick-Up at Dover AFB is the Customer Service Branch Special Handling Section (302) 555-4518. Coordination will include a detailed list of all materiel provided by the Air Force Transportation and Traffic Management Office and a tentative flight schedule sent to the Classified Cargo Handling Section. This information must be approved by the Dover AFB CSB/Special Handling Section before any cargo is shipped.

Based on the formal response from the Embassy to the NOA, and after receiving approval from the CSB/Special Handling Section, the servicing transportation office of the repair facility will obtain a SDDC qualified carrier to transport the Classified and/or Sensitive materiel to Dover AFB, DE. All safeguards for transporting the Classified and/or Sensitive materiel will be followed by the qualified SDDC carrier that provides CSS. Physical custody of the materiel will be tracked utilizing the DD Form-1907 (Signature and Tally Record).

Dover AFB requires materiel to arrive no later than five days prior to departure of the pilot pickup and will not accept cargo earlier than 14 calendar days prior to the departure date. If cargo arrives after the five day window, it will not be put on the flight and will be returned to its origin. Cargo will not be stored at Dover AFB for any reason. Explosive shipments must be cleared into the In-Transit Munitions facility (B-bunker) prior to shipping. A truck clearance number will be issued by Dover B-bunker personnel (302) 555-2272 upon approval. All other freight to include general, hazardous, and/or classified must be cleared through the Customer Service Branch (CSB) Special Handling Section (302) 555-4518. The Classified Cargo Handling Section and In-Transit Munitions facility will provide specific arrival times in order to expedite materiel handling. If cargo does not arrive by the no later than date it will be returned to origin.

Proper documentation must accompany all shipments. This includes the Shipper's Declaration for Dangerous Goods (SDDG) form(s) which must be filled out completely and accurately. The shipper must provide at least three red-hatched border copies per shipment of hazardous cargo. All hazardous materiel will be certified and packaged in accordance with the applicable hazardous/dangerous goods regulations. A telephone number must be on the Shipper's Declaration for contact purposes and the document must be signed by an authorized HAZMAT preparer.

Upon arrival at Dover AFB, authorized personnel will inspect and receive the classified materiel from the carrier. Upon completion of the inspection, the authorized military base personnel will accept custody of the classified and/or sensitive materiel by signing the Signature and Tally Record (DD Form 1907) and placing the shipment in the Special Handling Area until notified of the pilot pickup time. Inspection of the classified and/or sensitive materiel will include verification of the security seals, visual inspection of any damage to the package, and determination if any unauthorized personnel had access to classified materiel. If there is any indication of compromise, the military base personnel will immediately notify the Air Force transportation office as well as the emergency POC's (specified in Section C.3).

The USAF Transportation and Traffic Management Office will also provide U.S. military base personnel with information on designated Bandarian Air Force (BAF) aircraft personnel involved in this evolution including aircraft number, crew details, and the Estimated Time of Arrival (ETA)/Estimated Time of Departure (ETD) of the aircraft.

A SED/EEI for the materiel must be prepared by the servicing transportation office of the repair facility or the cognizant DCMA and entered through AES Direct. Copies of the SED/EEI receipts should be provided to the USAF Transportation and Traffic Management Office and Customs personnel.

Military base personnel will safeguard the classified materiel until the arrival of the Bandarian Air Force (BAF) military aircraft for a pilot pickup. Under the coordination of the Customer Service Branch (CSB) Special Handling Section, military personnel will deliver the classified materiel to the designated Bandarian aircraft. The AFSAC CCM or the FF will ensure that all required documentation is logged with U.S. Customs. The classified materiel must be safeguarded in an appropriate manner until transferred by signature to the designated BAF representative.

The Bandarian Air Force (BAF) aircraft commander or the responsible military representative in charge of security will examine all classified materiel and shipping documents to determine if any form of compromise was suspected during shipment. If so, he will immediately notify the USAF Transportation and Traffic Management Office as well as the emergency POC's (specified in

Section C.3). The BAF representative will sign the Signature and Tally Record or DD Form 1385 and retain a copy for his records.

3. Routing of the Classified and/or Sensitive (Explosive) Consignment for Onward Delivery in CONUS (DTC C)

a. Transportation from DoD Port to Repair Facility:

After Bandarian Freight Forwarding Corp., USA has arranged U.S. Customs clearance, and the international air or ocean carrier has released the shipment, the servicing terminal transportation office will arrange for the materiel pick up with a CSS/PSS carrier for delivery to the repair facility (consignee). The carrier will take custody of the materiel, sign the Signature and Tally Record, DD-1907, and be responsible for the materiel until it is delivered to the consignee.

The domestic carrier shall also be furnished with specific written instructions and operating procedures. These include:

- 1) Names and addresses of persons, including alternates, to whom the classified and/or sensitive materiel is to be delivered
- 2) Duties during movement, scheduled stops, and loading and unloading operations
- 3) Emergency and communication procedures

b. Transportation from Repair Facility to DoD POE:

After repairs are complete, the servicing transportation office will send a NOA to the Bandarian Office of the Military Attaché and to the Bandarian Freight Forwarding Corp., USA to arrange for a Bandarian carrier to pick up the materiel at MOTSU or Dover AFB.

The repair facility's transportation office will arrange for the transportation of the classified and/or sensitive materiel with a CSS/PSS carrier for delivery to the DoD air or ocean terminal for customer pickup. The carrier will take custody of the materiel, sign the Signature and Tally Record, DD-1907, and be responsible for the materiel until it is delivered to the consignee.

The domestic carrier shall also be furnished with specific written instructions and operating procedures. These include:

- 1) Names and addresses of persons, including alternates, to whom the classified and/or sensitive materiel is to be delivered
- 2) Duties during movement, scheduled stops, and loading and unloading operations
- 3) Emergency and communication procedures

The carrier shall notify Bandarian Freight Forwarding Corp., USA immediately (by the fastest means) if the shipment is unduly delayed enroute. Such annotations shall not disclose the classified nature of the materiel.

The designated consignee will notify Bandarian Freight Forwarding Corp., USA if the materiel is not received within 48 hours from the estimated time of arrival given. Bandarian Freight Forwarding Corp., USA will check with the carrier to trace the shipment and if suspected of compromise, immediately inform the emergency POCs (specified in Section C.3) of the delay and the circumstances as known.

The designated consignee will provide a written confirmation for receipt of materiel to Bandarian Freight Forwarding Corp., USA. The delivering carrier will obtain a signed receipt from the consignee for the materiel delivered.

All safeguards for ground transportation of classified and/or sensitive materiel by a SDDC qualified carrier will be followed to include CSS for CONFIDENTIAL and/or SECRET materiel.

K. TRANSPORTATION PLAN CHANGES OR DEVIATIONS

It is the responsibility of Bandaria and their designated government representatives to ensure the accuracy of this transportation plan. Any proposed changes or deviations to this plan must be sent in writing to the FMS Case Manager (stated in Section C.2) for approval prior to implementation. This transportation plan is inclusive of all attachments.

L. TRANSPORTATION PLAN APPROVAL

This transportation plan was submitted to and approved by the Director of Security, 88ABW/IPI-FMS, Wright-Patterson AFB, OH 45433. The approving official is Mr. Patrick Sweeney. He can be reached by phone at 937-713-XXXX, or by fax at 937-255-XXXX, or by email at p.sweeney@wpafb.mil.

CONCUR: Patrick N. Sweeney
Director of Security
88ABW/IPI-FMS
Wright-Patterson AFB, OH 45433

Date: 15 May 2015

**APPENDIX A
REGULATORY REFERENCE LISTING**

a.	Defense Logistics Manual (DLM) 4000.25 V6. C3	Military Assistance Program Address Directory (MAPAD)
b.	Defense Transportation Regulation (DTR) 4500.9-R V2. C204	Hazardous Materiel
c.	Defense Transportation Regulation (DTR) 4500.9-R V2. C205	Transportation Protective Service (TPS)
d.	Defense Transportation Regulation (DTR) 4500.9-R V2. Appendix E	Security Cooperation Program (SCP) Shipments: Foreign Military Sales (FMS) and Building Partner Capacity Cooperative Programs
e.	DoD 5100.76-M	Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives
f.	DSCA 5105.38-M	Security Assistance Management Manual
g.	DoD 5200.01-M	Information Security Program Manual
h.	DoD 5220.22-M	National Industrial Security Program Operating Manual
i.	MIL-STD 129	Standard Practice for Military Marking
j.	AFJMAN 24-204	Preparing Hazardous Material for Military Air Shipment
k.	Air Force Instruction (AFI) 10-1801	Foreign Governmental Aircraft Landing at United States Air Force Installations
l.	Air Force Instruction (AFI) 31-401	Managing the Information Security Program
m.	DISCS Publication	Shipping Explosives: An FMS Customer Guide

MILITARY ASSISTANCE PROGRAM ADDRESS DIRECTORY

SECTION B - FOREIGN MILITARY SALES (FMS) ADDRESSES

BN - BANDARIA

1. COUNTRY REPRESENTATIVES. WHEN RECIPIENTS OF NOTICES OF AVILABILITY FAIL TO PROVIDE SHIPPING INSTRUCTIONS WITHIN ESTABLISHED TIMEFRAMES, THEREBY DELAYING RELEASE OF FMS SHIPMENTS, THE COUNTRY REPRESENTATIVE (EMBASSIES, CONSULATE ATTACHÉS, SUPPLY MISSIONS, PURCHASING MISSIONS, DIRECTOR OF MOVEMENTS, ETC.) WILL BE ADVISED THROUGH THE APPROPRIATE U.S. SERVICE FOCAL POINT, AS IDENTIFIED BY THE U.S. SERVICE CODE CONTAINED IN RECORD POSITION 30 OF THE REQUISITION. THE COUNTRY REPRESENTATIVE ADDRESSES WILL NOT BE USED FOR CONSIGNING SHIPMENTS OR FOR DISTRIBUTION OF DOCUMENTATION EXCEPT WHEN THEY ARE INCLUDED IN THE ADDRESS LISTING WITH A DESIGNATED TYPE OF ADDRESS CODE (TAC).

THE FOLLOWING ADDRESSES IDENTIFY THE COUNTRY REPRESENTATIVES:

- A. ARMY: EMBASSY OF BANDARIA
OFFICE OF MILITARY ATTACHÉ
TEL: 202 345-6789
2468 16TH STREET NW
WASHINGTON DC 20009-2468
- B. AIR FORCE: EMBASSY OF BANDARIA
OFFICE OF MILITARY ATTACHÉ
TEL: 202 345-6789
2468 16TH STREET NW
WASHINGTON DC 20009-2468
- C. NAVY: BANDARIAN LIAISON OFFICE
NAVY INVENTORY CONTROL POINT
TEL: 215-555-0987
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111

2. SPECIAL INSTRUCTION INDICATOR (SII) S (SPECIAL INSTRUCTIONS INVOLVE USE OF CLEAR TEXT STATEMENT OR MULTIPLE INSTRUCTIONS) REQUIRES IDENTIFICATION OF APPLICABLE MAPACS AND TACS WITH CLEAR TEXT SPECIAL INSTRUCTIONS AS FOLLOWS:

MAPAC	TAC	SPECIAL INSTRUCTIONS
BBNA00	1	A. PROCESS ALL SMALL PARCELS AS TAC 2.
BBNB00	1	
BBNC00	1	
BBNA00	2	A. FOR UNCLASSIFIED, NON AA&E AND NON-SENSITIVE
BBNB00	2	SHIPMENTS COMMERCIAL AIRLIFT AUTHORIZED. OFFER
BBNC00	2	TO THE MOST ECONOMIC U.S. COMMERCIAL AIR CARRIER
		AVAILABLE FOR AIRLIFT TO THE FOLLOWING COMMERCIAL
		AIRPORT:

HERAT INTERNATIONAL AIRPORT
HERAT BANDARIA

SHIPMENT WILL BE AIRPORT TO AIRPORT. THE MARK FOR ADDRESSEE/ULTIMATE CONSIGNEE IS RESPONSIBLE FOR PICKUP OF THE SHIPMENTS AT THE AIRPORT.

- B. THE FOLLOWING PROCEDURES ONLY APPLY TO THE MATERIAL LISTED IN THE EUCOM DESTINED FOREIGN MILITARY SALES (FMS) MOVEMENT CONOPS DATED 19 MAY 2009. FOR MORE INFORMATION PLEASE CALL THE IMPLEMENTING AGENCY.

SHIPMENTS OF CLASSIFIED, SENSITIVE AND ARMS, AMMO AND EXPLOSIVES (AA&E) REQUIRE A NOTICE OF AVAILABILITY (NOA) BE SENT TO THE FOLLOWING EMAIL ADDRESSES. SHIPPERS WILL NOT OFFER CARGO TO THE ARMY AIR CLEARANCE AUTHORITY (ACA) FOR AIR MOBILITY COMMAND (AMC) CHANNEL AIRLIFT INTO RAMSTEIN AIR BASE, APOD RMS UNTIL THEY HAVE RECEIVED A POSITIVE RESPONSE TO THE NOA FROM BOTH THE RECIPIENT COUNTRY AND THE 21ST TSC. THE USASAC CCM AND SAO/ODC IS INFO ONLY. ALSO SEE PARA C BELOW FOR REPSHIP REQUIREMENTS.

RECIPIENT COUNTRY:

KFAZEKAS@BNDMO-AR.BN.NET
RMARQUES@BNDMO-AR.BN.NET
DL21TSCSPODMCFMSTRANS@EUR.ARMY.MIL
USASAC CCM: TOOMEYJ@US.ARMY.MIL
AFSAC CCM: RSCOTT.4@WPAFB.MIL
SCO/ODC: RONALD.YAKKEL@STATE.GOV

- C. REPSHIP: SHIPPERS WILL PREPARE REPSHIPS IAW THE DEFENSE TRANSPORTATION REGULATION (DTR) DOD 4500.9-R, CHAPTER 205 PARA L. SHIPPERS WILL NOTIFY THE DESIGNATED ULTIMATE CONSIGNEE AS WELL AS THE OTHERS LISTED BELOW VIA EMAIL, NO LATER THAN TWO HOURS AFTER A SHIPMENT'S DEPARTURE. REPSHIP WILL BE PREPARED IAW THE FORMAT SHOWN IN FIGURE 204-8 IN THE DTR. THE FOLLOWING ARE THE EMAIL ADDRESSES REPSHIPS ARE TO BE SENT TO:

ULTIMATE CONSIGNEE:

KFAZEKAS@BNDMO-AR.BN.NET
USASAC CCM: TOOMEYJ@US.ARMY.MIL
AFSAC CCM: RSCOTT.4@WPAFB.MIL
RAMSTEIN: USAFE.ACA@RAMSTEIN.AF.MIL
DL21TSCSPODMCFMSTRANS@EUR.ARMY.MIL
435TH LRS:435LRS.LGR@RAMSTEIN.AF.MIL

- D. USE THE TAC M ADDRESSEE FOR THE ULTIMATE CONSIGNEE ON ALL BILLS OF LADING AND SHIPPING PAPERS.

UNUSUAL TRANSPORTATION CHARACTERISTICS, CONTACT USASAC, NEW CUMBERLAND, ATTN: AMSAC-BN-E-CMA

TEL DSN 771-0000 OR COMMERCIAL (717) 555-0000,
FOR FURTHER INSTRUCTIONS.

MAPAC: BBN002

1 / 28

MAPAC Information

TAC: A	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- WAREHOUSE DOCKS
- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC: BBN002

2 / 28

MAPAC Information

TAC: B	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reps and/or Special Instructions			Create Date:

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- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC: BBN002

3 / 28

MAPAC Information

TAC: 1	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reps and/or Special Instructions			Create Date:

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- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC: BBN002

4 / 28

MAPAC Information

TAC: 2	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reps and/or Special Instructions			Create Date:

Address Information

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- WAREHOUSE DOCKS
- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC Information

TAC: 3	TAC SEQ:	FFLC: 1	EFF DATE: 2008164
AFI: F	SII:	CHG NO: 8168	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2008164
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- INTERNATIONAL PROCESSING DIV.
- 1234 KERELIAN DRIVE
- BALTIMORE MD 21224-2548
- TEL 301-555-4321 FAX 301-555-9876

MAPAC Information

TAC: 4	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2004349
Country Reps and/or Special Instructions			Create Date:

Address Information

- EMBASSY OF BANDARIA
- OFFICE OF MILITARY ATTACHE
- TEL 1-202-345-6789
- 2468 16TH ST NW
- WASHINGTON, DC 20009-2468

MAPAC Information

TAC: 1	TAC SEQ:	FFLC: 0	EFF DATE: 2006023
AFI: F	SII: S	CHG NO: 6023	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2006023
Country Reps and/or Special Instructions			Create Date:

Address Information (FREE FORM SET)

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-
-

MAPAC Information

TAC: 2	TAC SEQ:	FFLC: 0	EFF DATE: 2006023
AFI: F	SII: S	CHG NO: 6023	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2006023
Country Reps and/or Special Instructions			Create Date:

Address Information (FREE FORM SET)

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-
-

MAPAC Information

TAC: 4	TAC SEQ:	FFLC: 0	EFF DATE: 2014349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2014349
Country Reps and/or Special Instructions			Create Date:

Address Information

- OFFICE OF DEFENSE COOPERATION
- ~~AWD~~ DEPARTMENT OF STATE
- 5050 HERAT PLACE
- WASHINGTON DC 20521-5050

MAPAC Information

TAC: 5	TAC SEQ:	FFLC: 0	EFF DATE: 2014349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2014349
Country Reps and/or Special Instructions			Create Date:

Address Information

- OFFICE OF DEFENSE COOPERATION
- DEPARTMENT OF STATE
- 5050 HERAT PLACE
- WASHINGTON DC 20521-5050

MAPAC Information

TAC: 6	TAC SEQ:	FFLC: 0	EFF DATE: 2014349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2014349
Country Reps and/or Special Instructions			Create Date:

Address Information

- OFFICE OF DEFENSE COOPERATION
- DEPARTMENT OF STATE
- 5050 HERAT PLACE
- WASHINGTON DC 20521-5050

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2001018
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN ARMY
- INFANTRY BATTALION C3PO
- KARISH
- BN 5300 KUNA DISTRICT
- REPUBLIC OF BANDARIA

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2001018
Country Reqs and/or Special Instructions			Create Date:

Address Information

- BANDARIAN ARMY MOTORIZED
- INFANTRY BRIGADE R2D2
- EDRI-KEBIR
- DONGOU 44 BN 2038 HERAT
- REPUBLIC OF BANDARIA

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2004349
Country Reqs and/or Special Instructions			Create Date:

Address Information

- BANDARIAN ARMED FORCES ARSENAL
- YAMUNA DISTRICT CARDASSIA
- PADME AMIDALA 5 CARDASSIA BN-3220
- TEL 9998 422 43277 FAX EXT 43003
- REPUBLIC OF BANDARIA

MAPAC Information

TAC: A	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reqs and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- WAREHOUSE DOCKS
- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC Information

TAC: B	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reqs and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- WAREHOUSE DOCKS
- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC Information

TAC: 1	TAC SEQ:	FFLC: 0	EFF DATE: 2008164
AFI: F	SII:	CHG NO: 8168	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2008164
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- WAREHOUSE DOCKS
- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC Information

TAC: 2	TAC SEQ:	FFLC: 0	EFF DATE: 2008164
AFI: F	SII:	CHG NO: 8168	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2008164
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- WAREHOUSE DOCKS
- 1205 68TH STREET
- BALTIMORE MD 21224-2548
- TEL 301-555-1234 FAX 301-555-4321

MAPAC Information

TAC: 3	TAC SEQ:	FFLC: 1	EFF DATE: 2008164
AFI: F	SII:	CHG NO: 8168	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2008164
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN FREIGHT FORWARDING CORP.
- INTERNATIONAL PROCESSING DIV.
- 1234 KERELIAN DRIVE
- BALTIMORE MD 21224-2548
- TEL 301-555-4321 FAX 301-555-9876

MAPAC Information

TAC: M	TAC SEQ:	FFLC:	EFF DATE: 2014349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2014349
Country Reps and/or Special Instructions			Create Date:

Address Information (FREE FORM SET)

- BANDARIAN AIR FORCES
- ATTN FERRELLE RODRIGUEZ-PEREZ SMITH
- TEL 9998 422 43277 FAX EXT 43003
- SAMAR AIR BASE BN-5820
- REPUBLIC OF BANDARIA

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2004349
Country Reqs and/or Special Instructions			Create Date:

Address Information (FREE FORM SET)

- BANDARIAN AIR FORCES
- CYBORG DISTRICT
- TEL 9998 555 43235 FAX EXT 43055
- KAVAN AIR BASE BN-5820
- REPUBLIC OF BANDARIA

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2004349
Country Reqs and/or Special Instructions			Create Date:

Address Information

- MASID MISSILE CORPORATION
- BANDARIAN PRODUCTION DIVISION
- ROMULUS BOULEVARD
- WAREHOUSE 17
- PELIAR ZEL BN-5838

MAPAC Information

TAC: 1	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
Country Reqs and/or Special Instructions			Create Date:

Address Information

- TAMARIAN SEALAND CARRIERS
- PORT MANTEAU
- 1959 PRINCESS LEIA ORGANA RD
- JACKSONVILLE FL 32225-8765
- TEL 850-555-1234 FAX 850-555-4321

MAPAC Information

TAC: 2	TAC SEQ:	FFLC: 0	EFF DATE: 2001018
AFI: F	SII:	CHG NO: 1004	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS: C	Last Modified Date: 2001018
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- TAMARIAN SEALAND CARRIERS
- PORT MANTEAU
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- JACKSONVILLE FL 32225-8765
- TEL 850-555-1234 FAX 850-555-4321

MAPAC Information

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Address Information

- TAMARIAN SEALAND CARRIERS
- PORT MANTEAU
- 1959 PRINCESS LEIA ORGANA RD
- JACKSONVILLE FL 32225-8765
- TEL 850-555-1234 FAX 850-555-4321

MAPAC Information

TAC: 4	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2004349
Country Reps and/or Special Instructions			Create Date:

Address Information (FREE FORM SET)

- BANDARIAN LIAISON OFFICE
- NAVY INVENTORY CONTROL POINT
- TEL 215 555-0987 FAX 215 555-0988
- 700 ROBBINS AVENUE, BLDG 4B
- PHILADELPHIA, PA 19111

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2004349
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN NAVAL FORCES
- ATTN LOGISTICS SUPPLY DIVISION
- TEL 9998 5946 5605 FAX 9998 5946 5646
- STRIKEBASE VENGEANCE BN-1708
- REPUBLIC OF BANDARIA

MAPAC Information

TAC: M	TAC SEQ:	FFLC: 0	EFF DATE: 2004349
AFI: F	SII:	CHG NO: 4283	DEL DATE:
WPOD:	APOD:	CONUS/OCONUS:	Last Modified Date: 2004349
Country Reps and/or Special Instructions			Create Date:

Address Information

- BANDARIAN NAVAL ORDNANCE DEPOT
- NORTH STAR LENARIAN OUTPOST
- TEL 9998 5266 4308 FAX 9998 5266 4348
- DAGAN NAVY BASE BN-1876
- REPUBLIC OF BANDARIA

INSTRUCTIONS

DEPARTMENT OF DEFENSE: DLAR 4140.55/AR 735-11.2/NAVSUPINST 4440.127E/AFR 400-54/MCO 4430.3E, Reporting of Item and Packaging Discrepancies, and/or DLAR 4140.60/AR 12-12/NAVSUPINST 4920.9B/AFR 67-7/MCO 4140.1B, Processing Discrepancy Reports Against Foreign Military Sales Shipments. CIVILIAN AGENCIES: See FPMR handbook cited in 19(2)(a).

REPORT OF DISCREPANCY (ROD)				1. DATE OF PREPARATION 19 MARCH 2016		2. REPORT NUMBER D000007-BN-D-YCY-008			
<input checked="" type="checkbox"/> SHIPPING		<input type="checkbox"/> PACKAGING		3. TO (Name and address, include ZIP Code) AFLCMC/WFIUB SDR SECTION 5454 BUCKNER ROAD WRIGHT-PATTERSON AFB, OHIO USA 45433		4. FROM (Name and address, include ZIP Code) BANDARIAN LAND FORCES DEPOT COMMAND EDRI-KEBIR, DONGOU 44 BN 2038 HERAT BANDARIA			
5a. SHIPPER'S NAME MASID MISSILE CORPORATION DAYTON, OHIO USA 45429				5b. NUMBER AND DATE OF INVOICE UNKNOWN		6. TRANSPORTATION DOCUMENT NUMBER (GBL, Waybill, TCN, etc.) DBNA9551246617XAX			
7a. SHIPPER'S NUMBER (Purchase Order/shipment, Contract, etc.) UNKNOWN		7b. OFFICE ADMINISTERING CONTRACT UNKNOWN			8. REQUISITIONER'S NUMBER (Requisition, Purchase Request, etc.) DBNA9551246617				
9. SHIPMENT, BILLING, AND RECEIPT DATA						10. DISCREPANCY DATA			11. ACTION CODE
NSN/PART NUMBER AND NOMENCLATURE (a)		UNIT OF ISSUE (b)	QUANTITY SHIPPED/BILLED (c)	QUANTITY RECEIVED (d)	QUANTITY (a)	UNIT PRICE (b)	TOTAL COST (c)	CODE (d)	AC-TION CODE
1420-02-002-5557 Equitensor, Sinometric		EA	6	4	2	87.65	175.30	Z1	1D
							0.00		
							0.00		
							0.00		

12. REMARKS (Continue on separate sheet of paper if necessary)

6 each integrated sinometric equitensor units were shipped on 28 September 2015 (5271) from Warner Robins ALC in 3 containers of 2 each. Two container were received on 22 October 2015 (5295). TCN received are DBNA9551246617XBX and DBNA9551246617XCX. Items are urgently needed by BN land forces to repair monostatic phased-array incoherent scatter radar in support of SL-HUM-120Z for combined US and Bandarian exercise Lakov Resolve in May 2016. Total requisition billed on 15 January 2016 for \$525.90. Request replacement shipment be expedited.

1 DISCREPANCY CODES		2 ACTION CODES	
CONDITION OF MATERIAL C1 - In condition other than that indicated on release/receipt document C2 - Expired shelf life C3 - Damaged parcel post shipment SUPPLY DOCUMENTATION D1 - Not received D2 - Illegible or mutilated D3 - Incomplete, improper or without authority Log (Only when receipt cannot be properly processed) MISDIRECTED MATERIAL M1 - Addressed to wrong activity OVERAGE/DUPLICATE SHIPMENTS O1 - Quantity in excess of that on receipt document O2 - Quantity in excess of that requested (Other than unit of issue pack) O3 - Quantity duplicates shipment in PACKING DISCREPANCY P1 - Improper preservation P2 - Improper packing	PRODUCT QUALITY DEFICIENCIES Q1 - Deficient material (Applicable to Grant Aid and FMS shipments) SHORTAGE OF MATERIAL S1 - Quantity less than that on receipt document S2 - Quantity less than that requested (Other than unit of issue pack) S3 - Non-receipt of parcel post shipments ITEM TECHNICAL DATA MARKINGS (i.e., Name Plates, Books, Operating Handbooks, Special Instructions, etc.) T1 - Missing T2 - Illegible or mutilated T3 - Precautionary operational markings missing T4 - Inspection data missing or incomplete T5 - Serviceability operating data missing or incomplete T6 - Warranty data missing WRONG ITEM (Identify requested item as a separate copy Item 9 above) W1 - Incorrect item received W2 - Unacceptable substitute	1A - Disposition instructions requested (Reply on reverse) 1B - Material being retained (See remarks) 1C - Supporting supply documentation requested 1D - Material still required expedite shipment (Not applicable to FMS) 1E - Local purchase material to be returned at supplier's expense unless disposition instructions to the contrary are received within 15 days (Reply on reverse) (Not applicable to FMS) 1F - Replacement shipment requested (Not applicable to FMS) 1G - Reshipment not required. Item to be re-requisitioned 1H - No action required. Information only. 1I - Other action requested (See	

13. FUNDING AND ACCOUNTING DATA

14a. TYPED OR PRINTED NAME, TITLE, AND PHONE NUMBER OF PREPARING OFFICIAL ANDREW MELNYK, MAJOR, BANDARIAN ARMY PH: +9998 (42) 0655-8973		14b. SIGNATURE	
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15. DISTRIBUTION ADDRESSEES FOR COPIES

16. FROM: AIR FORCE SECURITY ASSISTANCE AND COOPERATION (AFSAC) AFLCMC/WFIUB 5454 BUCKNER ROAD WRIGHT-PATTERSON AFB, OH 45433	17. DISTRIBUTION ADDRESSEES FOR COPIES DSA MASID MISSILE CORPORATION H91267 DCMA 120 HUMDINGER STREET DAYTON, OH 45429
--	---

18. TO: • BANDARIAN LAND FORCES DEPOT COMMAND EDRI-KEBIR, DONGOU 44 BN 2038 HERAT BANDARIA ATTN: MR KUYER FAZEKAS	Use window envelope to mail this document. Insert name and address, including ZIP Code, starting one typing space below the left dot. Each address line must NOT extend beyond right dot. Address must not exceed four single space typing lines.
---	---

19. IN ACCORDANCE WITH NOTICE OF DISCREPANCY ON FACE OF THIS FORM:

a. MATERIAL <input type="checkbox"/> HAS BEEN SHIPPED <input type="checkbox"/> WILL BE SHIPPED <small>Fold here</small>	DOCUMENT NUMBER	b. <input type="checkbox"/> NO RECORD OF SHIPMENT. RESUBMIT REPORT TO PROPER OFFICE UNDER APPROPRIATE REGULATION.
c. <input checked="" type="checkbox"/> AN ADJUSTMENT IN BILLING HAS BEEN/WILL BE PROCESSED AS A: <input checked="" type="checkbox"/> CREDIT <input type="checkbox"/> DEBIT	d. <input type="checkbox"/> INVOICE/BILL ATTACHED	e. <input type="checkbox"/> PROOF OF DELIVERY (Parcel Post Shipments) OR EVIDENCE OF SHIPMENT ENCLOSED.

f. AN ADJUSTMENT IN BILLING FOR THE REPORTED DISCREPANCY WILL NOT BE PROCESSED FOR THE FOLLOWING REASON WHICH IS CITED IN THE INDICATED REGULATION.

(1) REASON FOR NOT PROCESSING	(2) PRESCRIBING REGULATION
(a) DISCREPANCY WAS NOT REPORTED WITHIN THE TIME FRAMES ALLOWED AND/OR	(a) CHAPTER 5 OF THE GSA HANDBOOK, DISCREPANCIES OR DEFICIENCIES IN GSA OR DOD SHIPMENTS, MATERIAL, OR BILLINGS (FPMR 101-26.8)
(b) DOLLAR VALUE DOES NOT MEET THE CRITERIA PRESCRIBED IN THE REGULATION OR AGREEMENT INDICATED IN 19f(2)	(b) CHAP. 2 AND/OR 7 OF DOD 4000.25-7-M, MILITARY STANDARD BILLING SYSTEM (MILSBILLS) AND/OR DD 1513, U.S. DOD OFFER AND ACCEPTANCE, AS APPLICABLE.

20. THE FOLLOWING DISPOSITION IS TO BE MADE OF THE REFERENCED MATERIAL:

a. <input type="checkbox"/> PROCESS FOR DISPOSAL IN ACCORDANCE WITH SERVICE/AGENCY DIRECTIVES	b. <input type="checkbox"/> REPRESENTATIVE WILL CALL FOR DISCUSSION CONCERNING DISPOSITION IN:	DAYS
c. <input type="checkbox"/> RETAIN MATERIAL AT NO CHARGE.	d. <input type="checkbox"/> MATERIAL WILL BE PICKED UP IN:	DAYS
e. <input type="checkbox"/> SHIP MATERIAL (Specify location):		
(1) <input type="checkbox"/> GBL APPROPRIATION CHARGEABLE:		
(2) <input type="checkbox"/> CHARGES COLLECT - VIA: <input type="checkbox"/> FREIGHT <input type="checkbox"/> EXPRESS <input type="checkbox"/> PARCEL POST		
(3) <input type="checkbox"/> PARCEL POST LABEL ATTACHED		
(4) <input type="checkbox"/> FREIGHT PREPAID		
<small>(\$ _____ postage advanced herewith. NOTE: Please enclose postage. Material cannot be returned Parcel Post collect.)</small>		

Fold here

f. OTHER (Specify)

21. <input checked="" type="checkbox"/> IF MATERIAL IS STILL REQUIRED, SUBMIT NEW REQUISITION	22. <input type="checkbox"/> REPLACEMENT WITH SATISFACTORY MATERIAL WILL BE MADE ON OR BEFORE:	DATE
---	--	------

23. REMARKS (Continue on separate sheet of paper if necessary)
 SDR is approved. Total reimbursement = \$209.05 based on the following calculations:
 Unit cost of \$87.65 x 2 = \$175.30 + transportation reimbursement (rate area 2) @ 19. 25% of \$175.30 = \$33.75
 Replacement shipment is not available. Reorder materiel on new requisition if still required. Contact SCO Bandaria to request Transportation Discrepancy Report (TDR-DD361) be submitted to your supporting SDDC office.

24a. TYPED OR PRINTED NAME AND PHONE NUMBER OF PREPARING OFFICIAL Connie Stokesbury, 937-555-3308	24b. SIGNATURE	24c. DATE 27 May 2015
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FOREIGN MILITARY SALES BILLING STATEMENT		UNITED STATES OF AMERICA DEPARTMENT OF DEFENSE/AIR FORCE						
1. TO: BANDARIA ARMY		3. STATEMENT NUMBER: 15-06DB		4. FOR PERIOD ENDED: 15 JUN 30		5. DATE PREPARED: 15 JUL 15		
2. THIS IS A BILLING STATEMENT BASED ON CASH REQUIREMENTS. PAYMENT IS DUE BY 15 SEP 15		FINANCIAL STATUS						
CASE IDENTIFICATION AND DELIVERY STATUS		FINANCIAL STATUS						
6. CASE & ITEM NBR	7. TOTAL VALUE ORDERED	8. CUMULATIVE DELIVERY COSTS END PRIOR PERIOD	9. CURRENT PERIOD DELIVERY COSTS (ATTACHMENT 1)	10. CUMULATIVE DELIVERY COSTS & WORK IN PROCESS	11. FORECASTED REQUIREMENTS (NOTE A)	12. TOTAL FINANCIAL REQUIREMENTS	13. CUMULATIVE PAYMENTS RECEIVED	14. AMOUNT DUE AND PAYABLE
001	78,683,170.00	0.00	0.00	0.00	0.00			
	HUMDINGER MISSILES							
002	619,300.00	0.00	0.00	0.00	0.00			
	LAUNCHERS							
003	2,017,000.00	0.00	0.00	0.00	0.00			
	SPARE PARTS							
004	488,840.00	0.00	0.00	0.00	0.00			
	TRAINING MISSILES							
005	181,800.00	181,800.00	0.00	181,800.00	0.00			
	TECHNICAL DATA PKG							
006	3,017,692.00	0.00	0.00	0.00	0.00			
	CONTAINERS							
007	1,563,480.00	143,319.00	78,173.00	221,492.00	0.00			
	SUPPORT EQUIPMENT							
008	2,163,402.00	198,311.85	108,170.10	306,481.95	0.00			
	CONTRACTOR SPT							
009	2,021,000.00	185,258.33	101,050.00	286,308.33	0.00			
	PARTS/SPT EQUIP							
010	12,372.00	1,790.68	976.74	2,767.42	0.00			
	AF TECH ORDERS							
011	1,636,316.00	0.00	0.00	0.00	0.00			
	AIRLIFT, AMC							
012	1,008,500.00	92,445.83	50,425.00	142,870.83	0.00			
	R+R OTHER							
013	631,250.00	57,864.58	31,562.50	89,427.08	0.00			
	R-R MISSILES							
014	2,694,188.00	0.00	0.00	0.00	0.00			
	WARRANTY							
700	657,000.00	54,750.00	32,850.00	87,600.00	0.00			
	TECH ASSISTANCE							
701	73,338.00	61,115.00	12,223.00	73,338.00	0.00			
	SITE SURVEYS							
702	2,514,403.00	209,533.58	125,720.15	335,253.73	0.00			
	OTHER SERVICES							
989	260,000.00	59,583.33	32,500.00	92,083.33	0.00			
	TRAINING							
L6A	3,508,507.00	43,602.03	20,077.77	63,679.79	0.00			
	ADMINISTRATIVE FEE							
L00	235,182.00	21,568.35	11,759.10	33,317.45	0.00			
	ACCESSORIAL COSTS							
WIP	WORK IN PROCESS			23,786,978.07				
CASE TOTAL	103,986,740.00	1,310,932.58	605,487.35	25,703,398.00	10,277,127.00	35,980,525.00	25,703,398.00	10,277,127.00

DD FORM 645 (NOV 87) PREVIOUS EDITIONS ARE OBSOLETE (O)

PCN: UH028A150

FMS DELIVERY LISTING

PAGE: 1

FOR PERIOD ENDED: 15 JUN 30
DATE PREPARED: 15 JUL 15

COUNTRY: BANDARIA
SERVICE: ARMY
STATEMENT NUMBER: 15-06DB
CASE: YC ITM NBR: 007

U.S. DEPT/AGENCY: AIR FORCE

ARTICLE/SERVICES TRANSACTIONS

DOC ID	PRC CD	STOCK NUMBER	UNIT ISSUE	QUAN SHIP	DOCUMENT NUMBER	DOC SFX	SUPL ADRS	M S	ARC	ACTG DATE	TBC	DSC	DATE SHIP	UNIT PRICE	EXTENDED VALUE
FKB	FGZ	A	530601455712300	EA	30		DBNA5442925003	B	BZ	1504	H	AB	5011	66.77	2,003.18 CR
FKA	FGZ	A	6D00120DF075683	EA	17		DBNA5443205132	B		1505	H	AB	5139	2,222.39	37,780.63
															<u>35,777.45</u>
FKA	FGZ	A	CONTRACT ADMIN	XX	1		DBN000000005127	YCY		1505		BD	5132	357.33	357.33
															<u>357.33</u>
FKA	FGZ	E	1377010542912ES	EA	114		DBNA5450295130	B		1504	H	DC	5115	343.11	39,114.54
FKA	FGZ	E	1377010542911ES	EA	16		DBNA5451255128	B		1505	H	DC	5132	182.73	2,923.68
															<u>42,038.22</u>

ITM NBR/DSC SUBTOTAL:

ITM NBR/DSC SUBTOTAL:

ITM NBR/DSC SUBTOTAL:

ITM NBR/DSC SUBTOTAL:

ADMINISTRATIVE/ACCESSORIAL TRANSACTIONS

DOC ID	GENERIC CODE	COST DESCRIPTION	DOCUMENT NUMBER	ARC	ACTG DATE	TYPE OF COST	PERCENT FACTOR	TOTAL VALUE APPLIED	ADMIN/ACSRL COST
FKD	L6A	ADMIN COSTS	DBN		1504	COMPUTED	3.50	2,003.18	70.11 CR
FKC	L6A	ADMIN COSTS	DBN		1505	COMPUTED	3.50	37,780.63	1,322.32
FKC	L6A	ADMIN COSTS	DBN		1505	COMPUTED	3.50	357.33	12.51
FKC	L6A	ADMIN COSTS	DBN		1504	COMPUTED	3.50	39,114.54	1,369.01
FKC	L6A	ADMIN COSTS	DBN		1505	COMPUTED	3.50	2,923.68	102.33
FKE	L2B	AIR TRANS	DBN	CX	1505	COMPUTED	2.50	37,780.63	944.52
FKE	L2B	AIR TRANS	DBN		1504	COMPUTED	6.25	39,114.54	2,444.66
FKE	L2B	AIR TRANS	DBN		1505	COMPUTED	6.25	2,923.68	182.73

FOR PERIOD: 15 JUN 30
 DATE PREPARED: 15 JUL 15
 STATEMENT NUMBER: 15-06DB
 CASE: YCY ITM NBR: 007 U.S. DEPT/AGENCY: AIR FORCE

COUNTRY: BANDARIA
 SERVICE: ARMY
 SUMMARY OF DELIVERY COSTS

	ACTUAL COSTS	COMPUTED COSTS	TOTAL COSTS
FKA ARTICLES/SERVICE COSTS			80,176.18
FKB ARTICLES/SERVICE COSTS			2,003.18 CR
NET TOTAL OF ARTICLES/SERVICES COSTS			78,173.00
	ACTUAL COSTS	COMPUTED COSTS	
FKC ADMINISTRATIVE COSTS	0.00	2,806.17	2,806.17
FKD ADMINISTRATIVE COSTS	0.00	70.11 CR	70.11 CR
NET TOTAL OF ADMINISTRATIVE COSTS	0.00	2,736.06	2,736.06
FKE ACCESSORAL COSTS			
L2B CONUS PORT HANDLING	0.00	3571.90	3,571.90
NET TOTAL OF ACCESSORIAL COSTS			3,571.90
TOTAL DELIVERY COSTS			84,480.96

FINAL CERTIFICATE OF CASE CLOSURE

- 1. DATE: 30 May 2015 FINAL X INTERIM _____
- 2. Implementing Agency/Country/Case: BN-D-YCY, LINE 010
- 3. Net Case Value: _____
- 4. Case Closed at Zero Value per FMS Customer's Request: YES _____ NO X

If YES, also reference the FMS customer's request document and attach the DSCA approval letter. If NO, proceed immediately to item 5 below.

5. Final Delivered Articles/Services value: \$12,372.00

A. _____ The net case value shown on line 3 agrees with Implementing Agency records and obligation authority released to this agency via DD Form 2060.

B. [Check one below that applies]

_____ The contracts awarded in connection with the FMS case are logistically and financially complete and included in line 5 (case closed). **Or**

_____ The contracts awarded in connection with the FMS case are not financially complete; however, responsible officials have advised that no additional costs beyond the recorded unliquidated obligations in line 7 below can be identified.

C. X All requisitions, reimbursable work orders, military interdepartmental purchase requires (MIPR), and invitational travel orders that were processed pursuant to this FMS case are accounted for and the costs thereof are included in line 5. Reimbursements from DFAS-JAX/IN have been credited to the financing appropriation or Miscellaneous Receipt Account 3041, as applicable.

D. _____ All estimated deliveries were converted to actual deliveries.

E. _____ All outstanding discrepancy reports against the case were processed.

F. _____ DD-COMP(M) 1517 Delivery Performance Reporting and Cash Disbursements were reconciled with Implementing Agency accounting records and are equal in value.

G. X All accessorial charges were validated.

6. Above-the-line disbursements excluding CAS and LSC: \$12,372.00

Unliquidated obligation balance: \$00.00

 ULO CAS \$00.00

7. *Closure certificate point of contact*: Roger A. Scott, AFLCMC, (937) 555-5555, ext 1111, rscott.4@wpafb.mil

Remarks/Comments as appropriate:



Arlington, Virginia
Wright-Patterson Air Force Base, Ohio
WWW.DSCU.EDU



Defense Security Cooperation Agency

Department of Defense