Bandarian

Security Cooperation

Sample Case Documents

Defense Institute of Security Assistance Management

(DISAM)

April 2012

PREFACE

The *Bandarian Security Cooperation Sample Case Documents* package is the successor to *Appendix 1, Sample Case Documents* which was an integral part of *The Management of Security Assistance (*now *The Management of Security Cooperation)* for many years. This package was specifically developed to accompany the 31st edition of *The Management of Security Cooperation.*

The sample documents incorporate the most current information available to the Defense Institute of Security Assistance Management (DISAM) 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 21) 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.disam.dsca.mil.

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 DISAM 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 dedicated DISAM faculty and editorial team, with much assistance and input from the broader security cooperation community. The Air Force Security Assistance Center (AFSAC) provided technical and databases services that made the documents more realistic and accurate.

The editorial staff is responsible for any errors of form or substance found within, and we ask that any such errors detected by the reader be reported to DISAM/DM, Building 52, 2475 K Street, Wright-Patterson Air Force Base, OH 45433-7641.

BANDARIAN SECURITY COOPERATION
SAMPLE CASE DOCUMENTS
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System: SL-HUM-120Z Humdinger (MASID Missile Corporation)
Case Designator: BN-D-YCY

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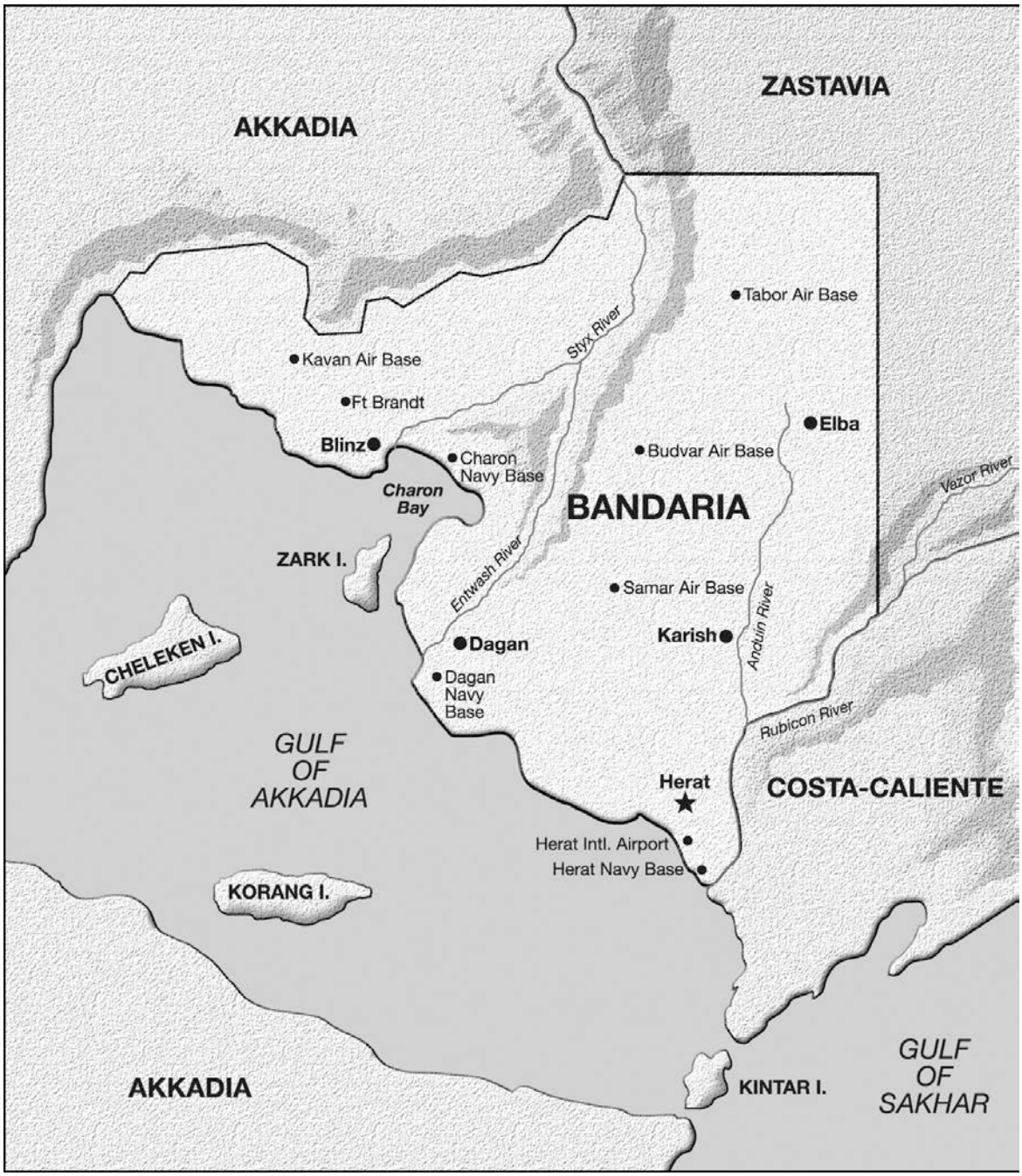
ZASTAVIA
AKKADIA
Tabor Air Base
Styx River
Kavan Air Base
Ft Brandt
Elba
Blinz
Charon Navy Base
Budvar Air Base
Vazor River
Charon Bay
BANDARIA
ZARK I.
Entwash River
Samar Air Base
Anduin River
Karish
CHELEKEN I.
Dagan
Dagan Navy Base
Rubicon River
GULF OF AKKADIA
Herat
COSTA-CALIENTE
Herat Intl. Airport
Herat Navy Base
KORANG I.
GULF OF SAKHAR
KINTAR I.
AKKADIA

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE
OF THE REPUBLIC OF BANDARIA
CONCERNING THE COPRODUCTION OF THE
SL-HUM-120Z MISSILE
IN BANDARIA

1. Introduction

The Ministry of Defense of the Republic of Bandaria (MoD) and the Department of Defense of the United States of America (DoD), after analysis and review of the defense needs of the MoD, agree to the terms, conditions, and provisions set forth below relative to the coproduction of the SL-HUM-120Z Missile.

2. Scope of the Program

2.1 The purpose of this program is to assist the MoD in fielding and supporting the Humdinger Missile system in response to its defense needs. All the missiles, missiles, support equipment, and launchers will be purchased by the MoD from the DoD through a foreign military sales (FMS) case.

2.2 The MoD is further authorized to coproduce up to ninety-four (94) SL-HUM-120Z missiles for its own defense needs. Any production in excess of this quantity or sales from this production to other parties would require prior written approval of the DoD.

2.3 The program will consist of two phases. During Phase I, The DoD will deliver all relevant technical data package (TDP), and provide technical advice to the MoD concerning coproduction. Phase II will consist of the actual production of the missiles with continuing technical advice and program monitoring provided by The DoD as well as the concurrent delivery, initial training, and fielding of the missiles purchased through FMS.

2.4 The TDP and the assistance by The DoD personnel will be sold through FMS channels. The MoD may, if approved by the U.S. Government, also acquire additional technical advice and support from U.S. defense firms.

3. Logistics Support

Logistics support will be accomplished by the MoD either through FMS channels or, subject to the U.S. Government's approval, through U.S. commercial firms. No authorization to produce spares for the missiles is conveyed by this MOU.

4. Export Channels

4.1 Unclassified technical data will either be turned over directly to the MoD officials by the Humdinger Program Office (HPO) or shipped to the MoD's designated freight forwarder. The Office of the Bandarian Defense Attaché (Bandarian Embassy in Washington) will, after being informed of the impending shipment, designate which method is to be used and inform the FMS office at the HPO.

4.2 It is anticipated that this program may involve the transfer of classified military information. If it is authorized for release, such information will be delivered in person to Office of the Bandarian Defense Attaché in Washington.

4.3 Since it is anticipated that all technical data and material will be transferred through FMS channels, U.S. export licenses will not be required. Authorizations to ship material sold through FMS (Department of State Publication (DSP-94) will be obtained by the MoD's freight forwarders. The DoD agrees to assist and advise the MoD or its freight forwarders in obtaining these authorizations, if necessary.

4.4 The acquisition of export licenses for commercially exported material or technical information associated with this program is the responsibility of the commercial firm and the MoD.

4.5 For the transmission of technical information to The DoD from the Government of Bandaria, the MoD may either deliver it to the SCO Bandaria or to the HPO.

5. Authorization for Use of Technical Data

5.1 Technical data will be provided for the manufacture of the SL-HUM-120Z missiles 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.

5.2 Any manufacture in excess of this quantity for indigenous defense purposes will require separate approval of the U.S. Government and the execution of a Letter of Offer and Acceptance (LOA) amendment which also provides for payment of additional charges.

5.3 The information furnished under this MOU and its associated LOA, and the product derived from the use of such information, shall not be disclosed or transferred to any third country, person, or organization without the prior written consent of the U.S. Government.

5.4 The use of technical data which will be provided under this MOU and its associated LOA(s) 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 U.S. Government without the unencumbered right to use and convey to others will not be furnished.

5.5 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.

5.6 The U.S. 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 U.S. Government against any liability resulting from a claim asserted by the owner of any such proprietary rights in connection with such use by the Government of Bandaria of the documentation provided hereunder.

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

5.8 The cost of the documentation provided hereunder does not include periodic updating (revisioning service), which may be requested under a separate LOA or amendment, if desired.

5.9 If the MoD requires the use of U.S. industry-owned proprietary information to complete this program, the rights to use such data must be obtained directly from the commercial firm.

6. Flowback of Bandarian Technical Information to the U.S.

6.1 The MoD will furnish or cause to be furnished the following technical data to the U.S. Government at no cost to the U.S. Government other than the cost of reproduction, preparation, and handling:

6.1.1 All technical data pertaining to changes, modifications, and improvements in the design of the missile made in the course of development, evaluation, production, operation, and maintenance of the missile.

6.1.2 All technical data pertaining to the manufacturing processes employed in the production of the missile.

6.1.3 Technical data pertaining to changes proposed in the design of the missile but not adopted.

6.1.4 Notwithstanding 6.1.1, 6.1.2 and 6.1.3 above, if the MoD incorporates an existing commercial item without modification of either the item or the missile and if: (i) the item is not based in whole or in part on U.S. technical data or on U.S. design; and (ii) the item is not in whole or in part funded or financed by the MoD directly or indirectly; and (iii) there is no development contract or subcontract between the MoD and the supplier, then the MoD will only be required, to the extent that it has the right to do so without incurring liability to others, to provide the U.S. Government sufficient information for the U.S. Government to evaluate the item, to procure it, to incorporate it into the system, and to operate, maintain, repair, overhaul, and modify it.

6.2 Bandaria will grant or cause to be granted to the U.S. Government a non-exclusive, irrevocable, royalty-free license to use and have used for U.S. defense purposes, including security assistance, the technical data defined in 6.1.1, 6.1.2 and 6.1.3 above and any inventions (whether or not patentable) made in the course of activities covered by this MOU. Additionally, Bandaria will use its best efforts to obtain licenses on fair and reasonable terms to the U.S. Government to use and have used the technical data defined in subparagraph 6.1 and patented inventions depicted in such technical data for U.S. defense purposes, including security assistance.

6.3 Bandaria will include suitable provisions in all pertinent program contracts, including a requirement to include those same provisions in all subcontracts, to meet the requirements of this section.

7. Management

7.1 The HPO, located at Wright-Patterson Air Force Base, Ohio, is designated the U.S. project office for this program. The director of the HPO will designate in writing a specific individual to manage the program. This designation will be made known to the MoD. Costs associated with the management of this program will be paid by the MoD through the FMS case.

7.2 The MoD has designated its Military Technology Agency (Hui´pa Namdema) as its project office for this program. The overall project director will be designated in writing and made known to the DoD.

7.3 The Security Cooperation Organization (SCO), U.S. Embassy, Herat, Bandaria, is designated as the in-country project office for the U.S. Government. A specific person in that organization will be designated to perform program management functions. This person will monitor the program and be the direct link between the MoD and the DoD in matters relating to this MOU.

7.4 The Assistant Air Attaché at the Embassy of Bandaria in Washington will also monitor this program and assist when necessary.

8. Standardization and Configuration Management

8.1 The parties intend that the missiles produced in Bandaria will be physically and functionally interchangeable and interoperable with the U.S. version. The DoD, as baseline configuration manager, has approval authority for all changes to or deviations from the configuration baseline that affects physical or functional interchangeability or quality of the missile.

8.2 The MoD shall submit engineering changes, deviations, and critical waivers of the missile to the HPO in writing. Such submissions will be considered based on their merit and approved, if warranted.

9. Security

9.1 The parties take note of the existence of the General Agreement on the Security of Classified Military Information Agreement 3 June 2008 between the Government of Bandaria and the United States of America. The provisions of this agreement shall apply fully to this project.

9.2 The Government of Bandaria agrees to provide periodic reporting of quantities of defense items produced under this MOU and will permit DoD 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 MOU. 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.

9.3 Other security provisions relating to this project are located elsewhere in this MOU and its associated LOA.

10. Customs, Duties and Taxes

10.1 The Government of Bandaria, to the extent provided by its laws, waives import duty and taxes on all goods and services imported under the terms of this MOU. U.S. contractors shipping material by commercial means should contact the Bandarian Embassy to secure a duty free import certificate.

10.2 The U.S. Government, upon application for a temporary import/export license, will grant duty free importation privileges to equipment owned by the government of Bandaria, if required by this project. Import license requests should cite the appropriate FMS case.

11. Administrative Provisions

11.1 This MOU will become effective on the date of the last signature and will remain in effect for fifteen years unless terminated or extended prior to that time. It can be changed, amended, terminated or extended at any time by mutual agreement of the two parties.

11.2 The responsibilities of the participants regarding the use, safeguarding, transfer, sale or disclosure to third parties of information, articles and services developed, provided or transferred pursuant to this MOU and its associated LOA(s) will remain in effect after the MOU's expiration, withdrawal, or termination, as if there had been no expiration, withdrawal, or termination.

11.3 Benefits to the DoD pursuant to the provisions of section 6 of this MOU will continue to have their full effect after its expiration, withdraw or termination.

11.4 This MOU is official in the English language only. Parties may translate in into other languages, but resolution of conflicts shall be made on the basis of its English version only.

12. Financial Matters

12.1 The MoD will pay the DoD the full cost of defense articles and services furnished by the DoD under FMS procedures.

12.2 The MoD will fund the DoD management efforts in support of the missile coproduction program.

For the Department of Defense for the Government of the United States of America.	For the Ministry of Defense for the Government of the Republic of Bandaria.
_____	_____
Signature	Signature
_____	_____
Title	Title
1 October 2009	6 October 2009
Date	Date

Annex to the National Disclosure Policy [Notional]					
		Bandaria	Costa Caliente	Akkadia	Zastavia
Organization, Training, and Employment of Military Forces	1	S		C	
Military Materiel and Munitions	2	C	C		
Applied Research and Development Information and Materiel	3		C		
Production Information	4				
Combined Military Operations, Planning and Readiness	5				
U.S. Order of Battle	6	S		C	
North American Defense	7				
Military Intelligence	8	X	S	S	

Legend

S = SECRET

C = CONFIDENTIAL

X = "X" is a form of limited access authority. It is exercised when it is beneficial to the U.S. government to disclose to Bandaria certain military intelligence/information, potentially up through SECRET on a country (such as Bandaria), designated with an "X" in the NDP Annex and on international terrorism activity in that country which might cause a problem in that country. A case-by-case determination must still be made for each situation and the level of disclosure may be lower than SECRET. (See unclassified definition in NDP-1.)

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

14 Mai 2011

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

Dear Sirs,

As Bandaria is enjoying growing military and défence 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 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 défence 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 with great pride that I inform you of Bandaria's intent to purchase 94 Surface Launch Humdinger Missiles, SL-HUM-120Z, with sixteen (16) associated SL-HUM-LAU-999A/A launchers, and related equipment to make this upgrade.

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 manufacturing and test equipment is leased to UMFAB from MASID. We kindly request the following provisions be included in the purchase contract that the missiles are to be coproduced at UMFAB.

To this purchase we also wish to include launchers, training, two years of spare parts and accessories, as well as technical assistance.

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.

We also 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.

We request that the prime contractor for the missiles provide a 10 year warranty.

The preparedness and viability of the Bandaria Air Force 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 for delivery as soon as possible. For these purchases the Government of Bandaria has appropriated Gazoobies (GZ) 120,350,000,000 or approximately110 Million U.S. Dollars.

Very Sincerely,

Dr. Karl Alfonsas Vanderjäger
Ministre des Achats de la Défence
Ministére de la Défence du Bandaria

ZNR UUUUU
R 241234Z MAY 11
FM AMEMBASSY HERAT
TO RUEAHQA/SAF WASHDC//IA//
RUEKJCS/SECDEF WASHDC//DSCA-OPS-A//
INFO RUEHC/SECSTATE WASHDC//PM-RSAT//
RUSNDXX/ HQ USCENTCOM MACDILL AFB FL//ECJ4-SAA//
BT
UNCLAS SECTION 01 OF 01 HERAT

REF: A. GOVERNMENT OF BANDARIA LETTER OF REQUEST 14 MAY 2011.

B. MOD OF THE REPUBLIC OF BANDARIA AND THE US DOD MOU DATED 6 OCTOBER 2009.

SUBJECT: MDE LOR SUBMISSION FOR HUMDINGER MISSILES

1. 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 MISSILES, WITH ASSOCIATED SUPPORT EQUIPMENT, TRAINING, AND INITIAL SPARE PARTS. REF B MOU FOR COPRODUCTION OF UP TO 94 MISSILES APPLIES TO THIS SYSTEM SALE. THE GOB HAS STATED THAT IT WILL REQUIRE AN OFFSET AGREEMENT WITH THE PRIME CONTRACTOR TO COMPLY WITH BANDARIA'S INDUSTRIAL BENEFIT POLICY AND LAW FOR OFFSETS

2. AMEMBASSY HERAT SUPPORTS THIS SALE AND IN ACCORDANCE WITH SECTION C5.1.3.3 AND TABLE C5.T1 OF THE SAMM, THE FOLLOWING INFORMATION IS SUBMITTED:

A. 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.

B. 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.

C. 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.

D. 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.

E. COMBATANT COMMANDER'S ASSESSMENT WILL BE PROVIDED SEPARATELY.

F. IT IS ANTICIPATED THAT BANDARIAS NEIGHBORS WILL HAVE NO SIGNIFICANT REACTION TO THIS PROPOSED SALE. THE PROPOSED SALE OF THIS EQUIPMENT AND SUPPORT WILL NOT ALTER THE BASIC MILITARY BALANCE IN THE REGION.

G. THE GOVERNMENT OF BANDARIA HAS SHOWN THE ABILITY TO ACCOUNT FOR, OPERATE, MAINTAIN AND SUPPORT THE MISSILES AND RELATED EQUIPMENT. WITH PROPER TRAINING, TECHNICIANS FROM THE BANDARIAN AIR FORCE SHOULD BE ABLE TO PROPERLY OPERATE AND MAINTAIN THESE MISSILES, AT LEAST UP TO AND INCLUDING THE INTERMEDIATE LEVEL.

H. 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.

I. THERE WILL BE NO IMPACT OF ANY IN-COUNTRY USG PRESENCE THAT MIGHT BE REQUIRED AS A RESULT OF PROVIDING THE HUMDINGER MISSILES.

J. 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.

K. HUMAN RIGHTS CONSIDERATIONS CONTINUE TO BE A PRIORITY WITH AMEMBASSY HEART. THE GENERAL LEVEL OF HUMAN RIGHTS GUARANTEES IS EXCELLENT.

L. SCO WILL INCLUDE ENHANCED END USE MONITORING (EEUM) OF THESE ITEMS WITHIN OUR LARGER OVERALL EUM PLAN.

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

3. POC FOR THIS ACTION IS COL FRANK CAMPANELL, CHIEF, SCO, BANDARIA.
BT
REYNOLDS##
UUUUU

Publications

THE WORLD FACTBOOK

Introduction: BANDARIA

Background:

Bandaria is a country of incredible natural beauty, abundant oil resources, a diverse ethnic and cultural heritage, and proud nomadic traditions. Bandaria's modern history began with its formal annexation by Zastavia in 1836. The Bandarians staged a major revolt against the Third Zryzic Empire in 1914, during which almost one-sixth of the Bandarian population was killed. After declaring its independence from Zastavia in 1916, Bandaria fought several brief, but costly wars for control of its territories with Costa-Caliente between 1918 and 1936, eventually achieving full sovereignty and independence from all foreign powers in 1938 with its formal acceptance of the Treaty of Blinz. Prosperity and political stability followed in the wake of World War II, but as the "Platinum Era" of the 1950s ended, Bandaria experienced economic decline and social unrest. Nationwide demonstrations in the spring of 1963 resulted in the ouster of President Hoshi O'CONNOR, who had run the country's coalition government since the assassination of KUKBAR bin Said al-Korang in 1936. A communist government assumed control in the late 1960s, but several military coups eventually led to the formation of a new Western-supported coalition government in 1973. Subsequent presidential elections in July 1974 were won overwhelmingly by former prime minister Herman BAKLAVA. Over the next few years, the new president manipulated the parliament to accrue new powers for himself. In July 1981, after months of harassment against his opponents and media critics, BAKLAVA won re-election in a presidential campaign that the international community deemed flawed. In April 1990, after the termination of foreign aid and the installation of international economic sanctions, nationwide protests led to the resignation and expulsion of BAKLAVA. He was replaced by President Ross HERNANDEZ who called for new elections in six months time. The first female president, Sotheavy JENKINS, was elected in 2011 on the platform of promoting economic trade and tourism. Continuing concerns include: endemic corruption, poor interethnic relations, terrorism, and continuing border disputes with Zastavia.

Location: Bordering the Gulf of Akkadia, between Akkadia, Zastavia and Costa Caliente.

Geographic Coordinates: 14 15 N, 62 50 E

Population: 14,253,877 (2008).

Population distribution: Bandarian (speaking ethnic Bandarian) 40%, Akkadian 12%, Other (European, Asian, African, Chelik, and Calientan) 48%.

Languages: Bandarian is the official language, with French and Akkadian fluency prevalent among all demographic categories. Children are encouraged to learn English in school.

Government:
conventional long form: Republic of Bandaria
conventional short form: Bandaria
former: Cooperative Potentate of Royal Bandaria

Government type: Republic

Capital: Herat

Area: 62,950 square kilometers. Area – comparative: Slightly larger than West Virginia.

Climate: Varies with terrain, from tropical along the coast to semiarid and hot in central and eastern Bandaria. Freezing temperatures and moderate snowfall occur in winter months in the northern Kavan mountain range bordering Zastavia.

Elevation extremes: lowest point: Gulf of Akkadia - 2 m. highest point – 7,095 m (Mt. Pham).

Natural resources: Oil, natural gas, hydropower, tungsten, copper, gold, silver, iron ore, coffee, sorghum, rice, timber, fish.

Natural hazards: Volcanic activity with periodic releases of poisonous gasses from Lake Samar volcano. Droughts are common during summer in central and eastern Bandaria. Floods are common during monsoon season in the coastal areas and around the capital, Herat. Northern mountainous areas are prone to earthquakes, with most violent quake registered at 6.7 on the Richter scale in 2004 along the border between Bandaria, Zastavia and Akkadia, causing moderate damage to sparsely populated tribal lands.

Administrative divisions:
Five defense zones: Blinz, Elba, Karish, Dagan, and Herat (which serves as general headquarters for Bandarian armed forces).

Independence: 26 May 1916 (from the Zastavia)

National holiday: Republic Day, 26 May (1939)

Constitution: 6 October 1992

Legal system: Based on English common law with certain admixtures of Roman-Dutch, Islamic, and traditional law; has accepted compulsory ICJ jurisdiction with reservations.

Executive branch:
Chief of state: President Sotheavy JENKINS (since October 2011); Head of government: Prime

Minister Brittany KALUSCAK (since December 2011).
Cabinet: Cabinet of Ministers appointed by the president, responsible to the legislature.
Elections: president elected by popular vote as leader of a party list in parliamentary elections, which must be held at least every five years (no term limits); elections last held on 24 August 2011 (next to be held by August 2016); prime minister appointed by the president
election results: President Sotheavy JENKINS elected; percent of vote 67.2%

Legislative branch:
Unicameral National Assembly (101 seats; members elected by popular vote, also not more than 4 non-elected, non-voting ministers and 2 non-elected non-voting parliamentary secretaries appointed by the president; members to serve five-year terms)
Elections: last held on 28 August 2007 (next to be held by August 2012)
Election results: percent of vote by party - RBP 51.6%, PNP 34%, AARP 8.1%, other 3.3%

Political parties and leaders:
Republic of Bandaria Party or RBP [Sotheavy JENKINS]; People's National Party or PNP [Brian Bott]; The Alliance for Action, Reform, and Progress or AARP [C. KROLIKOWSKI]; The United Force for Change and Other Developments or UFCOD [Ali HALLAJI]; Poor People's Alliance or PPA [Rupert VAN RAMSERROPP]

Political pressure groups and leaders: Amereuroasian People's Union; Bandarian Bar Association; Bandaria Citizen Rights Initiative; Bandarian Human Rights Association; Bandarian Public Service Union; National Congress of Trade Unions

International organization participation: FAO, G-77, ILO, IMF, IMO, Interpol, REU, UN, UNASUR, UNCTAD, UNESCO, UNIDO, WCO, WFTO, WHO, WTO.

Diplomatic representation in the US:
Chief of Mission: Ambassador Bernard Muhammed Chang
Chancery: 2468 16th Street NW, Washington, DC 20009
telephone: [1] (202) 555-6900
FAX: [1] (202) 555-1294
Consulate(s) general: New York

Diplomatic representation from the US:
Chief of Mission: Ambassador Constance S. STOKESBURY; Charge d'Affaires James KNOWLTON
Embassy: US Embassy, 123 Sultan Ozbourne Avenue, Herat
Mailing address: US Embassy Herat, PSC 3655, APO AE 09998
telephone: [9998] 5422-3900 through 3909
FAX: [9998] 5422-8395

Flag description:
reddish-orange, with a yellow diagonal cross (the Cross of Sultan Ozbourne) superimposed on the field; at the middle of the cross, there is a yellow globe (representing sunrise on the Plains of Budvar) with a reddish-orange Dagatro – the ancient weapon of early nomadic Bandarian tribes – at center

Economy:
Bandaria's high growth rate in recent years was driven by its oil sector, and high international oil prices. Oil production and its supporting activities contribute about 75% of GDP. Increased oil production supported growth averaging more than 10% per year from 2004 to 2007. The global recession and lower prices led to a contraction in GDP in 2009. Commerical ranching and agriculture provide the main livelihood for most of the people, but 24% of the country's food must still be imported. Since 2005, the government has used billions of dollars in credit lines from Akkadia and the EU to rejuvenate Bandaria's crumbling public infrastructure. Although consumer inflation declined from 40% in 2000 to under 28% in 2009, the much-publicized economic growth policies of President HERNANDEZ proved unsustainable and Bandaria abandoned its currency peg in 2009. Bandaria became a member of OPEC in late 2005 and in late 2007 was assigned a production quota of 2.4 million barrels a day (bbl), somewhat less than the 3.2 million bbl Bandaria's government had wanted. In November 2009 the IMF approved Herat's request for a Stand-By Arrangement; the new loan of $1.4 billion aims to rebuild Bandaria's international reserves. Corruption, especially in the extractive sectors, remains a challenge. Bandaria experienced a major oil spill from a Calientan off-shore oil rig accident in 1971 which resulted in significant degradation of Bandarian's coastline. The resultant reduction in tourism and loss of aquatic life along the Bandarian coast resulted in the current tensions between Costa-Caliente and Bandaria. As a result, Bandaria has relied heavily on the United States for military armaments and technical services.

Labor force: 13.27 million (2012 est.)
Country comparison to the world: 41

Exports: $53.15 billion (2012 est.)
Country comparison to the world: 43

Exports – commodities: Petroleum, bauxite and coal, agricultural products, basic manufactures, marble statues, fish

Exports – partners: Akkadia 36.8%, European Union 23%, United States 13.6% Cheleken Republic 8.8%, Costa-Caliente 6.8%

Imports: 44.5 billion (2012 est.) Country comparison to the world: 48

Imports – commodities: Machinery and equipment, transport equipment, chemicals, construction materials.

Imports – partners: United States 35.6%, Akkadia 13.6%, Brazil 10.0%, European Union 8.5% China 8.1%, Costa-Caliente 5.4%

Exchange rate: Gazoubi (GZ) 1 USD = 1,352.145 GZ (2012).

Military branches: Army, Air Force, Coast Guard (2012). Total military force consists of slightly more than 7,000 active personnel.

Military service age and obligation: 18-23 years of age for male and female voluntary military service; no conscription; high school graduation required; service obligation 4 years; the government makes periodic calls for volunteers (2012).

Bandaria

Foreign Assistance Program Overview

The United States and Bandaria enjoy a strong relationship based on shared values of democratic and free-market principles. Since Bandaria joined the Regional Economic Union (REU) and provided coalition forces in Afghanistan, the scope and depth of its relationship with the United States have broadened and matured. Bandaria is a firm ally in coalition operations, contributing troops to missions in Afghanistan, Iraq and the United Nations peacekeeping forces in central and eastern Africa. U.S. foreign assistance to Bandaria contributes directly to the U.S. Government's effort to maintain security in the Indian Ocean. U.S. military access to Bandaria also supports operations in Iraq, and this access also contributes to counterterrorism and other security cooperation programs with Bandaria. U.S. assistance will increase border monitoring using a combination of air support assets, maritime patrol and tactical ground surveillance and response capabilities, further enhancing Bandaria's value as an ally in the fight against terrorism.

Request by Account and Fiscal Year

($ in thousands)	FY2011 Actual	FY2012 Actual	FY2013 Request	Increase/ Decrease
TOTAL	2,629	2,750	3,300	550
Foreign Military Financing	1,000	1,000	1,300	300
International Military Education and Training	1,129	1,250	1,500	250
Nonproliferation, Antiterrorism, Demining and Related Programs	500	500	500	0

Request by Program Area and Fiscal Year

($ in thousands)	FY2011 Actual	FY2012 Actual	FY2013 Request	Increase/ Decrease
TOTAL	2,629	2,750	3,300	550
1. Peace and Security	2,629	2,750	3,300	550
1.1 Counter-Terrorism	1,229	1,500	1,800	300
1.3 Stabilization Operations and Security Sector Reform	1,400	1,250	1,500	250

Request by Objective by Account, FY2013

($ in thousands)	Total	P&S	GJD	HP	EG	HA
TOTAL	3,300	3,300	-	-	-	-
Foreign Military Financing	1,300	1,300	-	-	-	-
International Military Education and Training	1,500	1,500	-	-	-	-
Nonproliferation, Antiterrorism, Demining and Related Programs	500	500	-	-	-	-

FY2011 actual includes funding from the Supplemental Appropriations Act, 2011 (P.L. 111-999), and the Consolidated Security, Disaster Assistance and Continuing Appropriations Act, 2011 (P.L. 111-888).
FY2013 estimate includes bridge funding from the Supplemental Appropriations Act, 2012 (P.L. 111-888).

Peace and Security
U.S. assistance to Bandaria contributes to regional stability and helps maintain strong political support in Bandaria for coalition operations, including a willingness to provide personnel, equipment, and other resources for those operations. Assistance to Bandaria will continue to sustain U.S.-origin equipment that Bandarian forces use in coalition operations and support Bandaria's effort to upgrade its Humdinger air defense capability, and its Q43 helicopters. Funds will promote the development of a smaller, flexible, and coalition-interoperable military capable of meeting REU commitments and participation in peacekeeping operations. Training will also promote military professionalism, and reinforce the importance of a strong, cooperative political/military relationship with the United States among the Bandarian officer corps. Funds will also help Bandaria develop niche capabilities and provide English language training and professional military education to ensure interoperability with U.S. and coalition forces. This training provides military personnel with the skills necessary to maintain the stocks of U.S.-furnished equipment, and enhance Bandaria's value as a training and coalition partner. Finally, counter-terrorism training programs will continue to sustain Bandaria's capabilities and promote multilateral cooperation by conducting regional training courses.

Military assistance remains a vital aspect of our security relationship with Bandaria and will be used to support the operational preparedness of US-origin equipment, specifically the Bandarian Air Force (BAF), in order to refurbish and maintain helicopters and transport aircraft. For more than ten years, the BAF has been using these platforms to conduct counter-terrorism and border security missions along its porous borders with Zastavia and Akkadia, as well as to conducting counter-terrorism operations in remote areas. These operations directly support the U.S. Central Command's counter-terrorism priorities in the region. Funding in support of peace and security will help the Bandarian military to increase border monitoring and better apprehend and defeat indigenous and transnational terrorists and traffickers.

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

In reply refer to:

USP123456-11
27 July 2011

MEMORANDUMFOR DEPUTY UNDER SECRETARY (INTERNATIONAL AFFAIRS)

ATTN: SAF/FMBMS (MR HANSEMAN) 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 O. Vilches at (703) 555-1234; email: ovilches@myemail.mil or Ms J. Hawkins at (703) 555-4321; email: jbhawkins@myemail.mil.

//signed//

_____

Principal Director

Programs

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

USP123456-11
27 July 2011

FINDING

In accordance with section 21(e)(2)(A)of the Arms Export Control Act, as amended, (22 U.S.C. 2761(e)(2)(A)), I find that the proposed acquisition of the material indicated herein by the Government of Bandaria significantly advances the United States Government interests in standardization and interoperability with the Armed Forces of Bandaria in the furtherance of mutal defense treaties between the United States and Bandaria. This finding is based on, but not limited to, the following factors:

- The items are wholly or partially standard to DoD;
- The items are interoperable with the standard or equivalent items,
- The items will not be purchased resulting in a loss of sale,

Therefore, I waive the nonrecurring cost (NC) recoupment charges associated with the following sale:

Identifier	Description	Up to # of Units	Unit NC	NC CHARGE
BN-D-YCY	SL Missile Systems, Humdinger (MDE) MASL:141001HUM120Z	94	$114,000	$10,716,000.00
BN-D-YCY	SL-LAU-999A/A Launchers (MDE) MASL:1440SLHUMLAUZ	16	3,530	$56,480.00
		TOTAL NC		$10,772.480.00

This waiver is effective immediately.

//signed//

JOHN O'CONNOR
Acting Director

Defense Security Cooperation Agency

NEWS RELEASE

On the web: http://www.dsca.mil Media/Public Contact: (703) 601-3859

Transmittal No. 11-99

Bandaria – HUMDINGER Surface Launch Missiles

WASHINGTON, June 5, 2011 – The Defense Security Cooperation Agency notified Congress on June 2 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 $109 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 $109 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, B2B

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

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 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
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	N	1	Y	N	R	N	415	M	IV
A	B64	4935012729865	B1Y	U	EA	TEST SET, ATACMS	TEST SET, ATACMS	N	0	N	D	R	N	415	A	IV
A	FNH	144001HUM120Z	B1Z	S	EA	MISSILE, SURFACE LAUNCH, HUMDINGER, SL-HUM-120Z (DISAM)	MISSILE, SURFACE LAUNCH, HUMDINGER, SL-HUM-120Z (DISAM)	M	0	Y	N	E	N	999	W	IV
XX	FNH	1440SLHUMLAUZ	B1Z	U	EA	LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISAM)	LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISAM)	M	0	Y	N	R	N	998	D	IV
XX	FNH	1450HUM120CTN	B1Z	U	EA	CONTAINER, SLHUM-120Z, SURFACE LAUNCH, MEDIUM RANGE, HUMDINGER (DISAM)	CONTAINER, SL-HUM-120Z, SURFACE LAUNCH (DISAM)	N	0	N	N	R	N	996	C	IV
A	FHN	692001CTM120Z	B1Z	U	EA	MISSILE, HUMDINGER, TRAINING, CATM-120Z (DISAM)	MISSILE, HUMDINGER, TRAINING, CATM-120Z (DISAM)	M	0	S	N	E	N	997	W	IV
A	FNH	9B1Z00HUMSUPT	B1Z	U	XX	SUPPORT EQUIPMENT, SURFACE LAUNCH HUMDINGER (DISAM)	SUPPORT EQUIPMENT, SURFACE LAUNCH HUMDINGER (DISAM)	N	0	N	N	R	N	995	C	IV
A	FNH	9B1Z1N1TALSPT	B1Z	U	XX	SUPPORT, CONTRACTOR, HUMDINGER (DISAM)	SUPPORT, CONTRACTOR, HUMDINGER (DISAM)	N	0	N	N	R	N	994	C	IV
NN	N21	1410000AGM88A	B2B	C	EA	MISSILE, HARM AGM88A	HARM MISSILE, AGM88A	N	1	Y	N	R	N	021	M	IV
	N21	1410000AGM88B	B2B	C	EA	MISSILE, HARM AGM88B	HARM MISSILE, AGM88B	N	1	Y	N	R	N	021	M	IV
	N21	1410000AGM88C	B2B	C	EA	MISSILE, HARM AGM88C	HARM MISSILE, AGM88C	N	1	Y	N	R	N	021	M	IV
	N21	1410000AGMSUP	B2B	U	XX	SUPPORT EQUIPMENT, HARM MISSILE	SUPPORT EQUIPMENT, HARM MISSILE	N	0	N	D	R	N	021	A	IV
	N21	141000AGMC0NT	B2B	U	EA	CONTAINER, HARM MISSILE	CONTAINER, HARM MISSILE	N	0	N	N	R	N	021	A	IV
	N21	141000AGMTRNG	B2B	C	EA	MISSILE, HARM, TRAINING	HARM MISSILE, TRAINING	N	1	Y	N	R	N	021	T	IV
	N21	1420012415790	B2B	C	EA	CONTROL SECTION, HARM WCU-2/B	WCU-2/B HARM CONTROL SECTION	N	0	S	N	R	N	368	C	IV
	N21	1420012470628	B2B	C	EA	GUIDANCE SECTION, HARM WGU-2B/B	WGU-2/B/B HARM GUIDANCE SECTION	N	0	S	N	R	N	368	C	IV
	FA0	HARMTARGETSYS	B2B	S	EA	POD, TARGETING SYSTEM & PYLON	POD, TARGETING SYSTEM & PYLON	M	0	Y	N	R	N	021	C	XII

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 Embassy of Bandaria Office of the Air Attache 1234 Massachusetts Ave, NW Washington, DC 29999, 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: $104,956,714 Initial Deposit: $2,456,375

Terms of Sale:

Cash Prior to Delivery
Dependable Undertaking

Congressional Notification: 11-99

This offer expires on 30 September 2011. 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 33.

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

	16 Aug 2011		23 Sep 2011
US Signature	Date	Purchaser Signature	Date
FORREST SMITH Deputy Director, 555th Best Spt Gp			
Typed Name and Title		Typed Name and Title	
AFSAC International Division			
Implementing Agency		Agency	
DSCA Reviewed/Approved	18 Aug 2011		
DSCA	Date		

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:_____

_____

Customer reference continued: 14 May 2011 and MOD of the Republic of Bandaria and U.S. DOD MOU dated 6 October 2009.

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	(b) Total	(5) SC/MOS/ TA	(6) Ofr Rel Cde	(7) Del Trm Cde
001 D3 47	B1Z 144001HUM120Z MISSILE, SURFACE LAUNCH, HUMDINGER, SL-HUM-120Z (DISAM) 1410-01-502-3515 SL- HUM-120Z Humdinger Surface Launch Medium Range Missile (Note(s) 1, 14, 19, 20, 21, 23)	(Y)(M)(E) (IV)	94 EA	$837,055.00	$78,683,170	P(1-60) TA5	X	7
002 D3 47	B1Z 1440SLHUMLAUZ LAUNCHER, HUMDINGER SL-HUM-LAU-999A/A (DISAM) SL-HUM-LAU-999A/A, Humdinger Missile Launcher (Note(s) 2, 21, 23, 30)	(Y)(M)(R) (IV)	16 EA	$38,706.23	$619,300	P(1-36) TA5	X	7
003 D3 47	B1Z 692001CTM120Z MISSILE, HUMDINGER, TRAINING, CATM-120Z (DISAM) SL-HUM-TNG-120Z, Humdinger Training Missile (Note(s) 3, 21, 23)	(S)(M)(E) (IV)	10 EA	$48,884.00	$488,840	P(1-48) TA5	X	7

(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
004 C7 47	B1Z 1450HUM120CTN CONTAINER, SL-HUM-120Z, SURFACE LAUNCH, HUMDINGER (DISAM) Humdinger Missile Container, All Up Round	(N)(N)(R) (IV)	31 EA	$97,344.89	$3,017,692	P(1-60) TA5	X	7
005 C7 47	B1Z 9B1Z00HUMSUPT SUPPORT EQUIPMENT, SURFACE LAUNCH, HUMDINGER (DISAM) Humdinger Support Equipment, Surface Launch (Note(s) 5)	(N)(N)(R) (IV)	XX		$1,563,480	X(1-60) TA4	A	5
006 D3 47	B1Z 9B1Z1N1TALSPT SUPPORT, CONTRACTOR, HUMDINGER (DISAM) Unclassified Humdinger Missile Section Spares (Note(s) 6)	(N)(N)(R) (IV)	XX		$2,163,402	P(1-60) TA5	X	9
007 D3 47	B1C 141000HUMPART SPARE PARTS, SURFACE LAUNCH MISSILE, CLASSIFIED (DISAM) Classified SL-HUM-120Z Guidance Section Spares (Note(s) 7)	(N)(M)(R) (IV)	4 EA	$504,250.00	$2,017,000	P(1-60) TA5	X	9
008 C7 47	B9A 9B9A00GMPARTS COMPONENT PARTS/SUPPORT EQUIPMENT Unclassified Components/Parts for Surface Launch Support Equipment. (Note(s) 8)	(N)(N)(R) (IV)	XX		$2,121,000	X(1-60) TA4	A/Z	5/8

(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
009 C3 47	J8A 781000ACT0DAT AF STANDARD TECH ORDERS INCLUDING ALL TYPES: AIRCRAFT, MISSILE, SUPPORT & DEPOT EQUIPMENT Unclassified Publications. (Note(s) 9)	(N)(N)(R) (VIII)	XX		$12,372	S(1-38) TA3	A	5
010 M1 65	L1C 0164000AMCSVC AIRLIFT, AMC, FMS SERVICE ONLY Special Airlift Assignment Mission (SAAM) (Note(s) 10)	(N)(N)(R) (XXI)	XX		$1,636,316	S(27-62) TA3	-	-
011 D3 47	M1F 0208000SMETDP TECHNICAL DATA PACKAGE, PRODUCTION PURPOSES Technical data package for Co-Production (Note(s) 11)	(S)(N)(R) (III)	1 EA	$181,800.00	$181,800	S(1-6) TA6	A	4
012 D3 47	M2C 023000RR0TMAT 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	M2K 02280000RRMSL 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

(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
014 D3 47	R8A 07810WARRANTY WARRANTY Humdinger Warranty (Note(s) 14)	(N)(N)(R) (-)	XX		$2,694,188	P(25-145) 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(1-60) TA5	-	-
701 A5 43	R4A 074000S1TSRVY SITE SURVEYS Humdinger Missile System in-country survey (Note(s) 16)	(N)(N)(R) (XXI)	XX		$73,338	S(1-6) TA3	-	-
702 B4 47	R9Z 079Z000THSERV OTHER SERVICES AFMC Services including travel (Note(s) 17)	(N)(N)(R) (XXI)	XX		$2,514,403	S(1-60) TA3	-	-
989 E1 88	N0O 000000FMSTRNG TRAINING WSCN 09999/D399000/Abbr Trng Plan (Undefined Training and Contractor Training Requirements) (Note(s) 18, 29, 40)	(N)(N)(R) (IX)	XX		$160,000	X(1-24) TA4	-	-

Estimated Cost Summary:

(8) Net Estimated Cost	$100,243,051
(9) Packing, Crating, and Handling	434
(10) Administrative Charge	3,809,236
(11) Transportation	903,993
(12) Other	0
(13) Total Estimated Cost	$104,956,714

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

ESTIMATED PAYMENT SCHEDULE

Payment Date	Quarterly	Cumulative
Initial Deposit	$2,456,375	$2,456,375
15 Mar 2012	$291,781	$2,748,156
15 Jun 2012	$372,972	$3,121,128
15 Sep 2012	$502,758	$3,623,886
15 Dec 2012	$622,255	$4,246,141
15 Mar 2013	$880,940	$5,127,081
15 Jun 2013	$1,159,439	$6,286,520
15 Sep 2013	$2,513,719	$8,800,239
15 Dec 2013	$4,242,532	$13,042,771
15 Mar 2014	$5,875,985	$18,918,756
15 Jun 2014	$7,808,875	$26,727,631
15 Sep 2014	$10,361,523	$37,089,154
15 Dec 2014	$12,995,819	$50,084,973
15 Mar 2015	$14,544,599	$64,629,572
15 Jun 2015	$14,314,718	$78,944,290
15 Sep 2015	$12,033,736	$90,978,026
15 Dec 2015	$8,122,674	$99,100,700
15 Mar 2016	$4,361,618	$103,462,318
15 Jun 2016	$1,494,396	$104,956,714

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.

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.

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 - 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.

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

Note 4. LINE NOTE 004 - CONTAINERS, TACTICAL AND TRAINING.

This line provides for twenty-nine (29): twenty-six (26) 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.

Note 5. LINE NOTE 005 - 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 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 6. LINE NOTE 006 - 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 7. LINE NOTE 007 - CLASSIFIED GUIDANCE SECTION SPARES.

This line provides for classified surface launch missile section spares. Classified Missile Section Spares:

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

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 - 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 10. LINE NOTE 010 - 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, regulations and policies.

Note 11. LINE NOTE 011 - 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, 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 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. All documentation will be in the English language.

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 of pilot, 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 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 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 20. 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 21. PROJECTED DELIVERY SCHEDULE.

The projected delivery schedules of end items identified in lines 001 through 005 are listed below:

DELIVERY MONTH	MISSILE SL-HUM-120Z	LAUNCHER SL-LAU-999A/A	TRAINING MISSILE	CONTAINER CNU 431/E	CONTAINER Blunt Nose
25	3	4	2	3	1
26	3		2		
27	3				
28	3	4			
29	3			3	
30	3				
31	3				
32	3	4			
33	3			3	
34	3				

35	3				
36	3	4			
37	3			3	
38	3		2		1
39	3		2		
40	3				
41	3			3	
42	3				
43	3				
44	3				
45	3			2	
46	3		2		1
47	2				
48	2		2	1	
49	2				
50	2			1	
51	2				
52	2			1	
53	2				
54	2			1	
55	2				
56	2			1	
57	2				
58	2			2	
59	2				
60	2			2	
TOTAL	94	16	12	25	3

Note 22. 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, 1997, 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 23. SOLE SOURCE PROCUREMENT.

Paragraph 1.2 of the Letter of Offer and Acceptance Standard Terms and Conditions states in part: "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 solely the responsibility of the USG." By letter dated 14 October 1999 the Purchaser has requested that MASID Missile Corporation be designated as prime contractor for Lines 001, 002, 004 of this Letter of Offer and Acceptance. This Note is evidence that DOD has accepted such request of the Purchaser and that such designation is required at the written direction of the Purchaser.

Note 24. CONTRACT ADMINISTRATION SERVICES (CAS) SURCHARGE.

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, 0.65%; for Quality Assurance and Inspection, 0.00%; and for Contract Audit, 0.65%. CAS has only been applied to the portion of "X" - coded line items expected to come from procurement.

Note 25. NONRECURRING COSTS - WAIVER APPROVED.

Nonrecurring Costs (NC) apply to line item(s) 001-002 of this LOA. The purchaser's request to waive these charges has been approved by DSCA memorandum USP123456-10, dated 27 July 2010. Therefore, these costs have not been included in this case.

Note 26. ACCESSORIAL CHARGES.

a. A transportation charge has been applied to the applicable portions of line item numbers 001-009, and 012-014.

b. A PC+H charge has been applied to the applicable portions of line item number 009.

Note 27. AMMUNITION AND OTHER EXPLOSIVES.

The US Government is a self-insurer and, in this connection, your attention is invited to Standard Terms and Conditions 1.2 and 3.1. The Department of Defense shall 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 USG 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 Terms and Condition 5.4) for deficiencies pertaining to these items unless such claims involve damage due to USG actions with respect to compliance with applicable inspection criteria and procedures, or USG actions with respect to packing, crating, handling, or transportation, or unless the USG can obtain equal restitution from its contractor.

Note 28. CASE CLOSURE.

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

Note 29. CONTRACTOR (TYPE 1) TRAINING.

a. Cost of contractor training indicated herein is a best estimate based on information 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. Ater 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 30. 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 31. 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 32. 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 materiels 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 33. PERSONNEL PROTECTION AND RELATED COSTS.

A. Passports, Visas, Licenses, and Permits.

1. The US Government (USG) and/or USG 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.

2. USG and/or USG contractors shall 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 USG and/or USG contractors shall be responsible for the sponsorship of its employees and their dependents and shall process said permits directly with the appropriate purchaser agency.

B. Access. USG and/or USG 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.

C. Export of Data. USG and/or USG contractor personnel shall not be required or expected to deliver to the purchaser, nor to any person or entity not a citizen of the United States of America, 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.

D. Taxes, Duties, and Charges for Doing Business. USG and/or USG contractor contracts(s) implementing this LOA will include the clause entitled "Taxes Foreign Fixed-Price Contracts (June 2003)" set forth in Federal Acquisition Regulation Subsection 52.229-6; therefore, price and delivery estimates within this LOA anticipate the following:

1. Property, materiel, equipment, household furniture, appliances, and supplies imported into the country by USG and/or USG contractors exclusively for use in support of the USG and/or USG contractors and its personnel and consigned and marked as required or approved by the USG will be exempt from import and export duties, taxes, licenses, excises, imposts, and any other identifiable charges. The USG and/or USG contractor will maintain an inventory control and accounting system adequate to reflect the usage and disposition of all USG and/or contractor-owned property that has entered the country duty-free under this LOA.

2. 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 USG and/or USG contractor, its employees, or the dependents of such employees.

3. If any charges under D.1 or D.2 are imposed by the purchaser, costs thereby incurred by the USG and/or USG contractor will be reimbursed to the USG and/or USG 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.

E. Security. USG and/or USG 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 34. SALES COMMISSIONS AND FEES.

All US Government contracts resulting from this Offer and Acceptance shall contain one of the following provisions, unless the sales commission and fee have been identified and payment thereof approved in writing by the Government of Bandaria before contract award:

(a) 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 the Government of Bandaria.

(b) For all other types of contracts. 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 the Government of Bandaria shall be considered as an unallowable item of cost under this contract.

Note 35. 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 36. 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 37. SUPPLY DISCREPANCY REPORTS.

a. Purchaser should submit Supply Discrepancy Reports (SDRs) (Standard Form (SF) 364) to AFSAC/IARGB, SDR Section, Bldg 209, 5454 Buckner Road, Wright-Patterson AFB OH 45433-5332. Section 5.4 of the Letter of Offer and Acceptance Standard Terms and Conditions provides the timeframes for submitting SDRs.

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 38. SUPPLY DISCREPANCY REPORT TIME LIMITS.

Pursuant to section 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 USG. The Purchaser agrees to ship such classified/sensitive materiel, and/or arms, arms parts, or explosives within 30 days of USG direction for such return. For all other items, the Purchaser agrees to ship discrepant articles within 180 days of receiving USG direction for such return. When appropriate, the USG may direct an expedited return of an exemplar of the discrepant articles prior to issuing further direction.

Note 39. 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 40. 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.

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.

Note 41. TRANSPORTATION AND SERVICES.

a. USG agrees to provide transportation services for the items identified in this LOA to the Point of Delivery (POD). Purchaser's property will be transported at the purchaser's risk.

b. Purchaser will accept USG delivery listings as the basis for billing and proof of shipment.

c. Purchaser will accept responsibility for clearance of materiel through its customs at the POD and for movement of the materiel from its POD to the ultimate in-country destination.

d. Purchaser will appoint a duly authorized official to accept and sign for materiel at the POD, and submit outturn message and report.

e. Purchaser will absorb losses of materiel the USG does not in fact recover from an independent carrier or handler, including where the USG is self-insured.

f. Purchaser will self-insure such shipments, or obtain commercial insurance without any right of subrogation of any claim against the United States.

g. The USG will assist the purchaser in processing any claims that may arise for lost or damaged shipments, in the same manner it processes claims for USG-owned materiel. Collection of revenue, if any, resulting from approved claims will be credited to the purchaser's account.

h. If the purchaser proposes to take delivery and custody of the classified material 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. Purchasers may obtain assistance in the development of the Transportation Plan with their 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 shall 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 material 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 USG. As an alternative, the USG will ship the classified material by the Defense Transportation System.
[Editor Note: A Transportation Plan is still required for items shipped via DTS per SAMM C7.16]

Note 42. ADMINISTRATIVE SURCHARGE.

An administrative surcharge of 3.8% has been applied to lines 001-014,700-702 and 989.

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 defectsjustify 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.

Additional Codes Not Addressed in Current Letter of Offer and Acceptance Information

LOA CODES -- Column (1)

ALL IAs:

LINE NUMBER:
Three digits beginning with 001. For USAF Only: All training lines use the "900 series". Effective 1 November 2010, any lines that have any manpower type services, use the "700" series.

NAVY (Normally one code):

OPERATING AGENCY
This code is used to indicate the activity responsible for managing a line. Used by the USAF and Navy. See USAF codes at end of this report.

A NAVAIR
C NAVICP
E SPAWAR
F NAVFAC
G NAVSEA
P NETSATFA

ARMY (Normally two codes):

LINE PREPARER
This code identifies the major Logistics Life Cycle Command which has been assigned management responsibility for the line.

A TACOM-RI
B TACOM-RI
D NSA
G CECOM
H AMCOM (AV SYS DIV).
J PEO-STRI
K TACOM (WARREN)
L AMCOM (MSL SYS DIV)
M JMC (OSC)
U USASAC (SACCASEPRP)
2 COE

ABAA (Appropriation Budget Authority Account)
This code identifies investment or expense type items. Investment items are purchased with procurement appropriations and sold to security assistance customers. Expense items are purchased by the stock fund and sold to all customers. It is required for army budget preparation and accounting.

CODE	ACCOUNT	CODE	ACCOUNT
2	Stock Fund	L	Tactical Vehicles
3	OMA Secondary Items	M	Non-Tactical Vehicles
5	OMA Major End Items	N	Telecommunications Equipment
9	Base Spares (owned by NC)	P	Other Comm/Elect Sys/Equip
A	Aircraft Base	Q	Other Support Equipment
B	Modification of Aircraft	S	Aircraft Spare Parts
C	Avionics Support Equip, Ground Equip	T	Missile Spare Parts
D	Modification of Weapons & CTV	U	Weapons/Other Combat Vehicle Spare Parts
E	Other Missiles	V	Tracked Combat Vehicle Spare Parts
F	Modification of Missiles	W	Tactical/Non-tactical Vehicle Spare Parts
G	Missiles Support Equipment	X	Comm/Elect Spare Parts
H	Tracked Combat Vehicles	Y	Other Support Equipment Spare Parts
J	Weapons& Other Combat Vehicles	Z	Special Weapon/Chemical Spare Parts
K	Ammunition		

AIR FORCE (Normally two codes):

LINE MANAGER

This code identifies the USAF organization which has been assigned management responsibility for the line.

CODE	ORGANIZATION	CODE	ORGANIZATION
A1	SAFIAL	D5	BMO
A2	SAFIAM	D6	AFMC AEDC
A3	SAFIAP	D7	AFMC AFDTC
A4	SAFIAS	D8	AFMC AFFTC
A5	SAFIAE	D9	JSF
A6	SAFIAM	E1	AFSAT
A7	SAFIAE	F1	ACC
A8	OTHER	F2	2ADG
B2	AFSACEL	H1	USAFE
B3	AFSACIPL	J1	USAFSO
B4	AFMC	J2	USSOUTHAF/LA
C1	AFMETCAD1	K1	PACAF
C2	ARMAC	L1	AFCC
C3	OC-ALC	M1	AMC
C4	OO-ALC	N1	1352 AVS
C5	SA-ALC	P1	SAALCLTRM
C6	SM-ALC	Q1	AFRES
C7	WR-ALC	R1	ANG
C9	Electronic Security Division	S1	45 SPACE WING
DA	OTHER	S3	SMC
D1	AFMC ASC-NORTH	T1	DFAS/IN
D2	AFMC ESC	Z1	NIMA
D3	AAC-Air Armament Center		
D4	AFMC SMC		

OPERATING AGENCY

This code indicates the USAF activity responsible for oversight of the line manager.

CODE	ORGANIZATION	CODE	ORGANIZATION
20	SAAC-SDAF	66	AIR UNIVERSITY (MAXWELL AFB)
28	DIS	67	SAC
29	DIA	68	DSCA PSEUDO
30	AF SPECIALOPERATIONS COMMAND	71	AAC
32	STRATCOM	72	SOUTHCOM
33	AF/FMBO	73	AFCOMS
34	AF/FMB	74	PACAF
38	DCA	75	OSP
39	DISAM	76	AFESC
40	AFIS	77	COE (DAEN-ECF-A)
41	NGB/FMB	78	AIR COMBAT COMMAND
42	DFAS	79	SPACECOM
43	HQ USAF	80	USAFE
46	ESC	81	DEF (OTHER)
47	AIR FORCE MATERIEL COMMAND	82	DAVA
48	AF/MPP	83	SPACECOM
49	AFCS	84	SAAC
51	CENTCOM	85	DEFENSE MAPPING AGENCY
52	USCINCRED	86	AFSINC
53	AFTECAPCNT	87	DODDS
54	AFOSI	88	AETC (AFSAT)
55	AFAA	89	NAVFACENGCMD
56	AIR FORCE INSPECTION AND SAFETY CENTER	90	NAVCOMP (NCB-3)
60	AF/ACB	93	USAFA
63	AFMC	ET	AFSPC (SMC)

TERMINATION LIABILITY WORKSHEET

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

Amount Received from Purchaser : $0

Payment Date	Total Payment Quarterly	Total Payment Cumulative	Estimated Disbursements Quarterly	Estimated Disbursements Cumulative	Termination Liability / Contractor Holdback Quarterly	Termination Liability / Contractor Holdback Cumulative
Due with LOA Acceptance	$2,456,375	$2,456,375		$2,425,725		$30,650
15 Mar 2012	$291,781	$2,748,156	$199,833	$2,625,558	$91,948	$122,598
15 Jun 2012	$372,972	$3,121,128	$241,065	$2,866,623	$131,907	$254,505
15 Sep 2012	$502,758	$3,623,886	$420,118	$3,286,741	$82,640	$337,145
15 Dec 2012	$622,255	$4,246,141	$450,844	$3,737,585	$171,411	$508,556
15 Mar 2013	$880,940	$5,127,081	$690,232	$4,427,817	$190,708	$699,264
15 Jun 2013	$1,159,439	$6,286,520	$924,842	$5,352,659	$234,597	$933,861
15 Sep 2013	$2,513,719	$8,800,239	$2,089,846	$7,442,505	$423,873	$1,357,734
15 Dec 2013	$4,242,532	$13,042,771	$2,647,711	$10,090,216	$1,594,821	$2,952,555
15 Mar 2014	$5,875,985	$18,918,756	$4,692,470	$14,782,686	$1,183,515	$4,136,070
15 Jun 2014	$7,808,875	$26,727,631	$5,544,015	$20,326,701	$2,264,860	$6,400,930
15 Sep 2014	$10,361,523	$37,089,154	$7,979,511	$28,306,212	$2,382,012	$8,782,942
15 Dec 2014	$12,995,819	$50,084,973	$10,748,166	$39,054,378	$2,247,653	$11,030,595
15 Mar 2015	$14,544,599	$64,629,572	$13,773,717	$52,828,095	$770,882	$11,801,477
15 Jun 2015	$14,314,718	$78,944,290	$17,773,127	$70,601,222	-$3,458,409	$8,343,068
15 Sep 2015	$12,033,736	$90,978,026	$17,054,513	$87,655,735	-$5,020,777	$3,322,291
15 Dec 2015	$8,122,674	$99,100,700	$10,683,292	$98,339,027	-$2,560,618	$761,673
15 Mar 2016	$4,361,618	$103,462,318	$5,123,291	$103,462,318	-$761,673	$0
15 Jun 2016	$1,494,396	$104,956,714	$1,494,396	$104,956,714	$0	$0

Document Pricing Calculations - Short Version

Document Type : Case

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

Total Lines : 18 **Status :** Implemented

Total Above Value : $100,243,051 **Total Below Value :** $4,713,663 **Total Case Value :** $104,956,714

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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	7	$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)	AP	0.00%	
													B0210	Administrative	AP	3.80%	$2,989,960.46
													B0410	Transportation	OP	0.00%	
2	ST		A	16	B1Z	Y	P	CAS	7	$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)	AP	0.00%	
													B0210	Administrative	AP	3.80%	$23,533.39
													B0410	Transportation	OP	0.00%	
3	ST		A	10	B1Z	S	P	CAS	7	$484,719.88	81	Items From New Procurement	A0110	Inflation	NA		
													A0510	CAS - Quality Assurance and Inspection	AP	0.00%	

Document Pricing Calculations - Short Version

Document Type : Case

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

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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...	10...	B1Z...	S...	P...	CAS...	7...	$484,719.88 ...	81...	Items From New Procurement...	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)	AP	0.00%	
													B0210	Administrative	AP	3.80%	$18,575.92
													B0410	Transportation	OP	0.00%	
4	ST		A	31	B1Z	N	P	CAS	7	$2,992,257.33	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%	$19,449.67
													A0530	CAS - Contract Audit Service	AP	0.20%	$5,984.51
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													B0210	Administrative	AP	3.80%	$114,672.28
													B0410	Transportation	OP	0.00%	
5	ST		A		B1Z	N	X	CAS	5	$781,740.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.80%	$29,706.12
													B0410	Transportation	AP	3.75%	$29,315.25
									5	$775,151.21	91	Blanket Order - Procurement	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		

Document Pricing Calculations - Short Version

Document Type : Case

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

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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
5...	ST...	...	A...	...	B1Z...	N...	X...	CAS...	5...	$775,151.21 ...	91...	Blanket Order - Procurement...	B0210	Administrative	AP	3.80%	$29,706.12
													B0410	Transportation	AP	3.75%	$29,315.25
6	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	3.80%	$82,209.25
													B0410	Transportation	AP	19.25%	$416,454.76
7	ST		A	4	B1C	N	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
													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	3.80%	$76,646.00
													B0410	Transportation	AP	5.10%	$102,843.13
8	ST		A		B9A	N	X	CAS	5, 8	$318,150.00	41	Defense Working Capital Fund Items From Inventory - U nprogrammed	A2110	Storage Cost	NA		
													B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.80%	$12,089.70
													B0410	Transportation	AP	2.50%	$7,953.75
													B0610	Storage	NA		
													B0710	Staging	NA		

Document Pricing Calculations - Short Version

Document Type : Case

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

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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...	...	B9A...	N...	X...	CAS...	5, 8	$1,787,654.93	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%	$11,619.76
													A0530	CAS - Contract Audit Service	AP	0.20%	$3,575.31
													A0610	Non Recurring Cost Recoupment Charge	NA		
													A0620	Special Non Recurring Cost	NA		
													A3010	Logistics Support Charge (LSC)	AP	0.00%	
													B0210	Administrative	AP	3.80%	$68,508.30
													B0410	Transportation	AP	6.25%	$112,678.13
9	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	3.80%	$470.14
													B0410	Transportation	AP	3.75%	$463.95
10	ST		A		L1C	N	S			$1,636,316.00	103	AMC Airlift Support	A0110	Inflation	NA		
													B0210	Administrative	AP	3.80%	$62,180.01
11	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	3.80%	$6,908.40
													B0410	Transportation	NA		
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%	

Document Pricing Calculations - Short Version

Document Type : Case

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

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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
12...	ST...	...	A...	...	M2C...	N...	P...	CAS...	C...	$1,000,000.00 ...	85...	Items From New Procurement (MDE)...	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	3.80%	$38,323.00
													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
													A0530	CAS - Contract Audit Service	AP	0.20%	$1,251.86
													A3010	Logistics Support Charge (LSC)	AP	0.00%	
													B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.80%	$23,987.50
													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	3.80%	$102,379.13
													B0410	Transportation	NA		
700	ST		A		M1E	N	P	CAS		$651,462.57	84	Contract Technical Services	A0110	Inflation	NA		

Document Pricing Calculations - Short Version

Document Type : Case

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

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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
700...	ST...	...	A...	...	M1E...	N...	P...	CAS...		$651,462.57 ...	84...	Contract Technical Services...	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	3.80%	$24,966.00
													B0410	Transportation	NA		
701	ST		A		R4A	N	S			$73,337.59	07	Temporary Duty (TDY)	A0110	Inflation	NA		
													B0210	Administrative	AP	3.80%	$2,786.83
702	ST		A		R9Z	N	S			$1,763,125.58	01	Civilian Personnel Services	A0110	Inflation	NA		
													A0420	Civilian Fringe Benefit Cost	AP	28.60%	$504,253.92
													A0430	Civilian Retirement Cost	AP	9.70%	$171,023.18
													B0210	Administrative	AP	3.80%	$92,659.30
										$68,000.00	07	Temporary Duty (TDY)	A0110	Inflation	NA		
													B0210	Administrative	AP	3.80%	$2,584.00
										$4,000.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.80%	$152.00
													B0410	Transportation	NA		
										$4,000.00	90	Blanket Order - Stock	B0110	Packing, Crating, & Handling	NA		
													B0210	Administrative	AP	3.80%	$152.00
													B0410	Transportation	NA		
989	TR		A		N0O	N	X	CAS		$158,651.46	20	Formal Training Courses	A0510	CAS - Quality Assurance and Inspection	AP	0.00%	
													A0520	CAS - Other Contract Administration	AP	0.65%	$1,031.23
													A0530	CAS - Contract Audit Service	AP	0.20%	$317.30
													A0910	Formal Training - Medical Fee	NA		
													A3010	Logistics Support Charge (LSC)	AP	0.00%	

Document Pricing Calculations - Short Version

Document Type : Case

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

Line Nbr	Line Purp	Sub line	Line Stat	Item Qy	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
989...	TR...	...	A...	...	N0O...	N...	X...	CAS...		$158,651.46 ...	20...	Formal Training Courses...	B0210	Administrative	AP	3.80%	$6,080.00

End of the Report

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 C5.T6 Row #
1	General Engineer	GS-13	AAC/AAC/EGLIN AFB	702	5.0	Oct 2010 - Sep 2015	737,171.18	23
2	General Supply	GS-11	AAC/AAC/EGLIN AFB	702	5.0	Oct 2010 - Sep 2015	530,207.38	13
3	Program Manager (Case)	GS-12	AAC/AAC/EGLIN AFB	702	5.0	Oct 2010 - Sep 2015	585,512.06	13
4	Logistics Manager (Case)	GS-12	AAC/AAC/EGLIN AFB	702	5.0	Oct 2010 - Sep 2015	585,512.06	13
1	Technical Assistance	Service Line - P Code	N/A /N/A/N/A	700	5.0	Oct 2010 - Sep 2015	651,462.57	23
2	Studies and Surveys	Service Line - S Code	N/A /N/A/N/A	701	0.5	Oct 2010 - Mar 2011	73,337.59	23
Sub-Total LOA Line 700							651,462.57	
Sub-Total LOA Line 701							73,337.59	
Sub-Total LOA Line 702							2,438,402.68	
Total:							3,163,202.84	

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 C5.T6 Row #
2011										
1	Logistics / Sustainment Review Logistics Management Review	AAC	CONUS		702	2	3	1	2,200.00	26
2	Logistics / Sustainment Review Program Management Review	AAC	In-Country		702	1	7	2	10,000.00	20
							Sub-Total LOA Line 702		12,200.00	
							Total:		12,200.00	
2012										
1	Logistics / Sustainment Review Logistics Management Review	AAC	CONUS		702	2	3	1	2,300.00	26
2	Logistics / Sustainment Review Program Management Review	AAC	In-Country		702	1	7	2	10,800.00	20
							Sub-Total LOA Line 702		13,100.00	
							Total:		13,100.00	
2013										
1	Logistics / Sustainment Review Logistics Management Review	AAC	CONUS		702	2	3	1	2,400.00	26
2	Logistics / Sustainment Review Program Management Review	AAC	In-Country		702	1	7	2	11,400.00	20
							Sub-Total LOA Line 702		13,800.00	
							Total:		13,800.00	
2014										
1	Logistics / Sustainment Review Logistics Management Review	AAC	CONUS		702	2	3	1	2,500.00	26
2	Logistics / Sustainment Review Program Management Review	AAC	In-Country		702	1	7	2	11,800.00	20
							Sub-Total LOA Line 702		14,300.00	

							Total:		14,300.00	
2015										
1	Logistics / Sustainment Review Logistics Management Review	AAC	CONUS		702	2	3	1	2,600.00	26
2	Logistics / Sustainment Review Program Management Review	AAC	In-Country		702	1	7	2	12,000.00	20
							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.

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 C5.T6 Row #
1	Contract Administration Surcharge (CAS)	Contract Administration Surcharge (CAS)	AAC / AAC	700	5,537.43	23
2	Equipment-ADP	Cell phone, blackberry, desktop, laptop, printer, scanner, monitor, keyboard, software update	AAC / AAC	702	4,000.00	31
3	Supplies and Materials	Pens paper, toner cartridges, general office supplies	AAC / AAC	702	4,000.00	33

Sub-Total LOA Line 700	5,537.43
Sub-Total LOA Line 702	8,000.00
Total:	13,537.43

Description of overall methodology used to derive Personnel Support Costs:

Overall methodology in deriving Personnel Support Costs was estimated value of equipment and services based on center chargeable costs to support this effort. APD equipment charge was calculated at $200 per man years of effort.(20 X $200 = $4,000) Supplies and Materials / Equipment costs was calculated at $200 per man years of effort. (20 X $200 = $4,000) CAS is charged at .85% and calculated against Support Contractor Services and Personnel Support Costs. Quality and Assurance and Inspection CAS waived.

Part D: Narrative Description

Line 702 - 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. Performs non-standard financial management functions that are over and above standard level of service, as driven by customer requirements. 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 and logistic/technical reviews. 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. Line 700 - This line provides for contractor engineering and technical support for unique missile configuration and assistance with post design technical services Line 701 - a. This line provides funding for required armament teams to survey weapons maintenance, storage and other sites prior to shipment of munitions. The site survey team will be composed of weapons and security experts for the weapons systems contained in this LOA. Every effort will be made to combine the visits of the team in order to minimize expenses and number of in-country visits. All site surveys will be subject to prior notification of the country, and required country clearance procedures. b. For planning purposes only, the survey team expects to be in-country within 60 days after LOA acceptance. c. The Purchaser will, at its sole expense, assign one or more administrative/clerical personnel and interpreters, to work as required. The Purchaser will, at its sole expense, furnish full logistical support including, but not limited to, transportation, quarters and meals as needed, unless otherwise indicated, in writing, with acceptance of this LOA. Any exclusions of support will be additive costs to the Purchaser and be processed as a Modification. The survey team will prepare and submit a report to SAF/IA and official designated by the Purchaser. A briefing of the report will be given to the Purchaser if desired. The report will be used as a basis for amending FMS case BN-D-YCY, if necessary.

Part E: Supporting Information

[DISAM Editor note: Line notes in Part D are examples only. Do not use as a template. See the Security Assistance Management Manual (SAMM) for specific guidance.]

Part F: Additional Comments

Total New Requirements for Part A, B and C:

Case Duration: Qtr. 1/2011 - Qtr. 4/2015

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

Totals may not add up due to rounding.

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

Based on (DISAM) Logistics and Training Provisioning (continued on page 2)

Mail To: Embassy of Bandaria Office of Procurement 1234 Massachusetts Ave, NW Washington, DC 29999.

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 decreases the value of Line 008 and increases the value of Line 989 in accordance with paragraph C6.7.1.1 of the SAMM pursuant to the Purchaser's (continued on page 2)

Basic LOA accepted: 23 Sep 2011.

Estimated Cost: $104,836,083 Due with Amendment Acceptance: $482,440

Terms of Sale:

Cash Prior to Delivery
Dependable Undertaking
Congressional Notification: 11-99

This offer expires on 15 March 2012. 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 5.

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

	18 Dec 2011		14 Mar 2012
US Signature	Date	Purchaser Signature	Date
ORLANDO VILCHES Director, 555th Best Spt Squadron			
Typed Name and Title		Typed Name and Title	
AFSAC International Division			
Implementing Agency		Agency	

DSCA Reviewed/Approved 22 Dec 2011

DSCA Date

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

Based on (DISAM) AFSAC Internal Memorandum dated 12 April 2012

Mail To: Embassy of Bandaria Office of the Air Attache 1234 Massachusetts Ave, NW Washington, DC 29999.

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 revises the Source Code and Type of Assistance Code on Line 008 to reflect deliveries from stock in accordance with paragraph C6.7.2.1 of the SAMM. (continued on page 2)

Basic LOA accepted: 23 Sep 2011.

Estimated Cost: $104,836,083
Terms of Sale:

Cash Prior to Delivery
Dependable Undertaking
Congressional Notification: 11-99

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:

	19 Apr 2012		
US Signature	Date	Purchaser Signature	Date
SUSAN MCCLURE Acting Materiel Leader, Int'l Best Spt Branch			
Typed Name and Title		Typed Name and Title	
AFSAC International Division			
Implementing Agency		Agency	
DSCA Reviewed/Approved	19Apr 2012		
DSCA	Date		

Case description continued: Adjusts the Payment Schedule to reflect changes as a result of the change in the Source Code.

This Modification provides notification 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
	PREVIOUS							
008 C7 47	B9A 9B9A00GMPARTS COMPONENT PARTS/SUPPORT EQUIPMENT Unclassified Components/Parts for Surface Launch Support Equipment. (Note(s) 8)	(N)(N)(R) (IV)	XX		$2,021,000	X(1-60) TA4	A/Z	5/8
	REVISED							
008 C7 47	B9A 9B9A00GMPARTS COMPONENT PARTS/SUPPORT EQUIPMENT Unclassified Components/Parts for Surface Launch Support Equipment. (Note(s) 8)	(N)(N)(R) (IV)	XX		$2,021,000X	S(1-60) TA3	A/Z	5/8

Estimated Cost Summary:	**Previous (M2)**	**Revised**
(8) Net Estimated Cost	$100,243,051	$100,243,051
(9) Packing, Crating, and Handling	434	434
(10) Administrative Charge	3,809,236	3,809,236
(11) Transportation	783,362	783,362
(12) Other	0	0
(13) Total Estimated Cost	$104,836,083	$104,836,083

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

ESTIMATED PAYMENT SCHEDULE

Payment Date	Quarterly	Cumulative
Previous Payments Scheduled Date (15 Mar 2012)		$2,625,558
Current USG Financial Requirements		$2,740,145
Amount Received from Purchaser	$2,625,588	
15 Jun 2012	$482,410	$3,107,998
15 Sep 2012	$495,860	$3,603,858
15 Dec 2012	$617,467	$4,221,325
15 Mar 2013	$934,354	$5,155,679
15 Jun 2013	$1,180,446	$6,336,125
15 Sep 2013	$2,497,919	$8,834,044
15 Dec 2013	$4,224,507	$13,058,551
15 Mar 2014	$5,856,179	$18,914,730
15 Jun 2014	$7,787,959	$26,702,689
15 Sep 2014	$10,340,382	$37,043,071
15 Dec 2014	$12,976,014	$50,019,085
15 Mar 2015	$14,527,240	$64,546,325
15 Jun 2015	$14,300,700	$78,847,025
15 Sep 2015	$12,023,499	$90,870,524
15 Dec 2015	$8,115,776	$98,986,300
15 Mar 2016	$4,357,168	$103,343,468
15 Jun 2016	$1,492,615	$104,836,083

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.

Customer reference continued: Conference Minutes, dated 12 December 2011, Action Items 006 and 018.

Case description continued: reference. Revises Note 10 and Note 26 to clarify transportation charges. Adjusts the payment schedule to reflect the transfer of funds between lines.

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
	PREVIOUS							
008 C7 47	B9A 9B9A00GMPARTS COMPONENT PARTS/SUPPORT EQUIPMENT Unclassified Components/Parts for Surface Launch Support Equipment. (Note(s) 8)	(N)(N)(R) (IV)	XX		$2,121,000	X(1-60) TA4	A/Z	5/8
	REVISED							
008 C7 47	B9A 9B9A00GMPARTS COMPONENT PARTS/SUPPORT EQUIPMENT Unclassified Components/Parts for Surface Launch Support Equipment. (Note(s) 8)	(N)(N)(R) (IV)	XX		$2,021,000	X(1-60) TA4	A/Z	5/8

(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
	PREVIOUS							
989 E1 88	N0O 000000FMSTRNG TRAINING WSCN 09999/D399000/Abbr Trng Plan (Undefined Training and Contractor Training Requirements) (Note(s) 18, 29, 40)	(N)(N)(R) (IX)	XX		$160,000	X(1-24) TA4	-	-
	REVISED							
989 E1 88	N0O 000000FMSTRNG TRAINING WSCN 09999/D399000/Abbr Trng Plan (Undefined Training and Contractor Training Requirements) (Note(s) 18, 29, 40)	(N)(N)(R) (IX)	XX		$260,000	X(1-24) TA4	-	-

Estimated Cost Summary:	**Previous (B)**	**Revised**
(8) Net Estimated Cost	$100,243,051	$100,243,051
(9) Packing, Crating, and Handling	434	434
(10) Administrative Charge	3,809,236	3,809,236
(11) Transportation	903,993	783,362
(12) Other	0	0
(13) Total Estimated Cost	$104,956,714	$104,836,083

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

ESTIMATED PAYMENT SCHEDULE

Payment Date	Quarterly	Cumulative
Previous Payments Scheduled Date (30 Sep 2011)		$2,456,375
Current USG Financial Requirements		$3,107,998
Amount Received from Purchaser	$2,625,558	
Due with Amendment Acceptance	$482,440	$3,107,998

Payment Date	Quarterly	Cumulative
15 Jun 2012	$366,528	$3,474,526
15 Sep 2012	$494,073	$3,968,599
15 Dec 2012	$615,242	$4,583,841
15 Mar 2013	$930,988	$5,514,829
15 Jun 2013	$1,176,193	$6,691,022
15 Sep 2013	$2,488,919	$9,179,941
15 Dec 2013	$4,209,286	$13,389,227
15 Mar 2014	$5,835,079	$19,224,306
15 Jun 2014	$7,759,897	$26,984,203
15 Sep 2014	$10,303,128	$37,287,331
15 Dec 2014	$12,929,260	$50,216,591
15 Mar 2015	$14,474,899	$64,691,490
15 Jun 2015	$14,249,173	$78,940,663
15 Sep 2015	$11,980,179	$90,920,842
15 Dec 2015	$8,086,535	$99,007,377
15 Mar 2016	$4,341,468	$103,348,845
15 Jun 2016	$1,487,238	$104,836,083

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.

Note 10. LINE NOTE 010 - SPECIAL ASSIGNMENT AIRLIFT MISSION (SAAM). (REVISED)

This line provides for approximately four (4) Special Assignment Airlift Mission

(SAAM) to deliver purchaser-owned Humdinger missiles, missile components and associated equipment from Lines 001-004. Items from other lines may also be shipped on this line, as needed. 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, regulations and policies.

Note 26. ACCESSORIAL CHARGES. (REVISED)

a. A transportation charge has been applied to the applicable portions of line item numbers 005-009, and 012-013. Also see Note 10.

b. A PC+H charge has been applied to the applicable portions of line item number 009.

Note 42. ADMINISTRATIVE SURCHARGE. (RESTATED)

An administrative surcharge of 3.8% has been applied to line(s) 001-014, 700-702 and 989.

U.S. Department of State

OMB APPROVAL NO. 1405 0051
EXPIRATION DATE: 07-31-2005
ESTIMATED BURDEN : 30 minutes

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
Defense Transportation System-DTS

2. Country of Ultimate Destination/Purchaser
BANDARIA

3. Port of Exit from U.S.
DOVER AFB, DE (DOV)

4. Applicant (Name, Address, ZIP Code, Tel. No.)
555 International Group
AFSAC/IARMD
1822 Van Patton Drive
Wright-Patterson AFB, OH
45433-5337
PH: (937) 555-5555 x 8888
FAX: (937) 555-9999

5. Foreign Military Sales Case Identifier
BN-D-YCY

6. Date of FMS Case Implementation (mm-dd-yyyy)
04-21-2012

7. Total Value of Defense Articles of Original FMS Case
$92,407,806.00

8. Only the unshipped balance, valued at $92,220,247.16, of this FMS case is covered by this DSP-94. Previous shipments of this FMS case were covered by a Form DSP-94 dated 10-25-2011 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 [X] 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
ATTN: Mr. Charles Tucker III
(937) 555-5555 x 8888/FAX (937) 555-9999

Bandarian Freight Forwarding Corp.
ATTN: Ms. Cruella DeVille
(301) 555-4321/FAX (301) 555-9876

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.		VI.		XI.		XVI.		XXI.	X
II.		VII.		XII.		XVII.			
III.	X	VIII.	X	XIII.		XVIII.			
IV.	X	IX.	X	XIV.		XIX.			
V.		X.		XV.		XX.			

12. Exporter's Statement

I, Charles Tucker, III Bandaria Command Country Manager, 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 *Charles Tucker III*

Date (mm-dd-yyyy) 04-21-2012

1 - AUTHORITY TO EXPORT

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:	$92,220,247.16	04-21-2012			
	REMAINING BALANCE:					
	REMAINING BALANCE:					
	REMAINING BALANCE:					

TRANSPORTATION PLAN SUMMARY SHEET			
Country	BANDARIA	**Date**	16 September 2012
FMS Case	BN-D-YCY	**Plan Version**	INITIAL

Contact Information:

USG REPRESENTATIVE	FREIGHT FORWARDER
NAME: MR. CHARLES "TRIPP" TUCKER, III	NAME: MRS. CRUELLA DEVILLE
ADDRESS: 555 INTERNATIONAL GROUP AFSAC/IARMD 1822 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5337	ADDRESS: BANDARIAN FREIGHT FORWARDING CORP. USA INTERNATIONAL PROCESSING DIVISION 1234 KERELIAN DRIVE BALTIMORE, MD 21224-2458
PHONE: (937) 555-5555 x 8888	PHONE: (301) 555-4321
FAX: (937) 555-9999	FAX: (301) 555-9876
E-MAIL: CTucker@wpafb.af.mil	E-MAIL: CruellaD@BFFC.net

IN COUNTRY REPRESENTATIVE	PURCHASER'S EMBASSY
NAME: LANDO CALRISSIAN	NAME: COL HAN SOLO
ADDRESS: MATERIEL DIVISION INFANTRY BATTALION C3PO KARISH, BN 5300 KUNA DISTRICT, REPUBLIC OF BANDARIA	ADDRESS: EMBASSY OF BANDARIA ASSISTANT DIRECTOR SHIPPING, BPO 2468 16th STREET NW WASHINGTON DC 20009-2468
PHONE +707-9998-555-43238	PHONE: (202) 345-6789
FAX +707-9998-555-43055	FAX: (202) 345-5551
E-MAIL: LCALRISSIAN@BNAFHQ.BN.NET	E-MAIL: HAN.SOLO@MIL.BN

ULTIMATE CONSIGNEE
NAME: BANDARIAN ARMY
ADDRESS: INFANTRY BATTALION C3PO KARISH, BN 5300 KUNA DISTRICT, REPUBLIC OF BANDARIA
PHONE +707-9998-555-43238
FAX: +707-9998-555-43055
E-MAIL: CALRISSIAN@BNAFHQ.BN.NET

Commodity Information:

Basic Description	SL-HUM 120Z Missile, Humdinger, 94EA
Classification	Unclassified/Sensitive AA&E
USML Category	IV

Basic Description	Surface Missile Guidance Section Spares SL-HUM 120Z
Classification	SECRET
USML Category	IV

Basic Description	SL-HUM 120Z Missile, Humdinger, Section Spares
Classification	Unclassified/Sensitive AA&E
USML Category	IV

Comments: Detailed list of spares and their classification will be attached to this transportation plan at Appendix B prior to final plan review and prior to material shipment.

Approved By	Date
Johnny Appleseed	16 September 2012
88ABW/IPI, Wright-Patterson AFB, OH 45433, (937) 555-4743	Email: jappleseed@wpafb.af.mil

TRANSPORTATION PLAN
FOR THE TRANSFER OF CLASSIFIED AND/OR SENSITIVE MATERIAL
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; Department of Defense (DoD) Security Assistance Management Manual (SAMM) - (DoD 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/or Sensitive material identified under the USG's LOA, FMS Case BN-D-YCY.

B. DESCRIPTION OF CONSIGNMENT

See Appendix B for a description of the items contained in the consignment.

The Classified and/or Sensitive material 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.

C. IDENTIFICATION OF RESPONSIBLE GOVERNMENT AND/OR COMPANY REPRESENTATIVES

NAME	TITLE/ ACTIVITY	ADDRESS	OFFICE TEL.	CELL	FAX	EMAIL
BANDARIAN REPRESENTATIVES						
Colonel Han Solo	Embassy of Bandaria Office of the Military Attaché	2468 16th Street NW Washington, D.C. 20008	(202) 555-6789	(301) 555-1212	(202) 555-5551	HAN.SOLO@MIL.BN
Mr. Lando Calrissian	Bandarian Air Force HQ Material Division	Cyborg District Kavan BN-5820 Bandaria	+707-9998-555-43238	+707-9998-031959	+707-9998-555-43055	LCALRISSIAN@BNAFHQ.BN.NET
USG AND/OR COMPANY REPRESENTATIVE						
Admiral James T. Kirk	Program Executive Officer , Tactical Missile Programs (AAC/EBAI)		850-555-2468	850-555-1357	850-555-2465	
Mr. Leonard McCoy	Assistant Program Manager for Logistics (SL-HUM-120Z)					
Mr. Montgomery Scott (HUM-120 POC)	MASID Missile Systems (MMS) (Documentation)	P.O Box 1876 3672 N. Bishop Road Tucson, AZ 85734-1337	520-555-2459	520-555-3579	520-555-9987	Scotty@MASID.com

NAME	TITLE/ ACTIVITY	ADDRESS	OFFICE TEL.	CELL	FAX	EMAIL
Mrs. Christine Chapel	MASID Missile Systems (MMS) (Receiving Department)	Building ABC M/S GFP Stores 7890 West Rita Road Tucson, AZ 85747	520-555-8746	520-555-0864	520-555-7944	ChapelC@masid.com
Mr. Pavel Chekov (HUM-120 POC)	MASID Missile Systems (MMS)	1234 N. Bishop Road Bldg 108 M/S C9 Tucson,AZ 85734-1337	520-555-0067	520-555-5850	520-555-0068	PavelC@MASID.com
Mr. Hikaru Sulu	Hill AFB Armament Branch	Bldg 509 5738 Southgate Ave. Hill AFB, UT 84056-5228	801-555-7510	801-555-8191	801-555-8825	hikaru.sulu@hill.af.mil
Mr. William Thomas Riker	Tobyhanna Army Depot	11 Hap Arnold Blvd Tobyhanna, PA 18466	570-555-4546	717-555-1918	570-555-1720	wtriker@tobyhanna.mil
AIR FORCE TRANSPORTATION TEAM						
Mr. Jean-Luc Picard	Transportation Team Lead	AFSAC/IARGC, 1940 Allbrook Drive, Building 1, Door 19, Wright-Patterson AFB OH 45433	937-555-8017	513-555-2565	937-555-6206	Jeanluc.picard@wpafb.af.mil
Ms. Beverly Crusher	Transportation Specialist	AFSAC/IARGC, 1940 Allbrook Drive, Building 1, Door 19, Wright-Patterson AFB OH 45433	937-555-1039	937-555-9301	937-555-6206	Beverly.crusher@wpafb.af.mil

NAME	TITLE/ ACTIVITY	ADDRESS	OFFICE TEL.	CELL	FAX	EMAIL
FREIGHT FORWARDER						
Mrs. Cruella DeVille (NOTE 1)	FMS Manager Facility Security Officer	BANDARIAN FREIGHT FORWARDING CORP. USA WAREHOUSE DOCKS 2486 WEST 53RD STREET BALTIMORE, MD 21224-0319	301-555-4321	301-555-2782	301-555-9876	cruellaD@bffc.net
Note 1: Bandarian Freight Forwarding Corp. USA is the freight forwarder for the country of Bandaria; Bandarian Freight Forwarding Corp. USA is a cleared and licensed freight forwarder authorized by the Defense Security Service (DSS) to ship Classified and/or Sensitive material to the Secret level. Bandarian Freight Forwarding Corp. USA will submit the Shipper's Export Declaration (SED) through AES Direct and will provide a copy of the receipt to the NAVAIR Transportation Team and Customs personnel for shipments from the U.S to Bandaria for cargo covered by this plan. Upon arrival of the materiel at the Aerial Port of Embarkation (APOE), the freight forwarder will process all required customs documents on behalf of the Government of Bandaria to facilitate the delivery of the material from the United States to Bandaria and for any materiel required to return to the United States.						
CONUS SHIPPER						
Ms. Hoshi Sato	Special Handling Dover Air Force Base	Dover Air Force Base 455 Aerial Port Squadron (APS) Bldg 909 Pacific Ave Dover AFB DE 19902	302-555-4032	302-555-3529	302-555-9982	hoshi.sato@dover.af.mil
Mr. Miles O'Brien	Classified Cargo Handling	Dover Air Force Base Bldg 179 22 Ragsdale St. Dover AFB, DE 94535	302-555-8154	302-555-8192	302-555-7227	miles.obrien@dover.af.mil
Mrs. Kathryn Janeway	Special Handling	McGuire Air Force Base Bldg 2512 503 APS/TRKS Wrightstown NJ	609-555-4343	302-555-5140	609-555-7192	janewayK@mcguire.af.mil

		08641				
DEFENSE SECURITY SERVICE INDUSTRIAL SECURITY FIELD OFFICE						
Mr. Benjamin Sisko	Defense Security Service New York Field Office	240 Electronics Parkway Liverpool, NY 13088	516-555-8071	516-555-7239	516-555-9416	bsisko@dss.mil
Mr. Julian Bashir	Defense Security Service	7777 Center Ave. Huntington Beach, CA 92647	310-555-8678	310-555-1234	714-555-5472	jbashir@dss.mil

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

1. Bandarian Freight Forwarding Corp. USA is under contract to the Army of the Government of Bandaria to provide freight forwarder services and is authorized and cleared by the Defense Security Service (DSS) to store, process, and ship unclassified, classified, and explosive material while ensuring that all material is properly handled (in accordance with security measures promulgated in the SAMM - (DoD 5105.38-M), Information Security Program Manual - (DoDM 5200.01), National Industrial Security Program Operating Manual - (DoD 5220.22-M), and the International Affairs and Security Assistance Management - (AFMAN 16-101)) and that no compromise can occur during its handling. Bandarian Freight Forwarding Corp. USA as the appointed freight forwarder for Bandaria, is assigned overall control of classified and sensitive hardware for shipping such material to Bandaria. Bandarian Freight Forwarding Corp. USA has been authorized by Bandaria to assume responsibility for the receipt, storage, and transport of classified and sensitive cargo. Furthermore, the stated freight forwarder will be responsible for both exports and imports of classified and sensitive material shipments, export documentation, and U.S. customs clearance outbound and inbound. The Bandarian Freight Forwarding Corp. USA facility located in Baltimore, MD has SECRET security clearances granted by DSS, and is authorized to safeguard classified and sensitive hardware for Bandaria up to the SECRET level. No other agents are to be used for classified and sensitive material transmission on behalf of Bandaria.

2. Bandarian Freight Forwarding Corp. USA contracting contact information is as follows:

Mailing Address: International Processing Division
1234 Kerelian Drive
Baltimore, MD 21224
Email: CruellaD@BFFC.net
Commercial Phone: 301-555-4321
Commercial Fax: 301-555-9876

3. All classified and sensitive shipments (via ocean or air) into and outside of the CONUS that are to, from, or between the USG and Bandaria on FMS Case BN-D-YCY will be received and processed by one of the following DSS approved freight forwarding facilities:

CLASSIFIED Freight Forwarder Name and Contact Information:

Bandarian Freight Forwarding Corp. USA
Warehouse Docks
International Processing Division
1234 Kerelian Drive
Baltimore, Md 21224-2458
POC: Mrs. Cruella DeVille
Email: CruellaD@BFFC.net
Commercial Phone: (301) 555-4321
Commercial 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.

4. All security clearances issued to Bandarian Freight Forwarding Corp. USA representatives were issued by DSS. In addition, the following Bandarian Freight Forwarding Corp. USA employees hold active security clearances to the security level used and controlled by DSS.

a. The following are essential management personnel at Bandarian Freight Forwarding Corp.USA (located at 1234 Kerelian Drive, Baltimore, MD). In addition, they are Bandarian freight forwarder representatives 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 classified and sensitive freight/material:

Mrs. Cruella DeVille
Email: CruellaD@BFFC.net
Commercial Phone: (301) 555-4321
Commercial Fax: (301) 555-9876

5. **Domestic Carriers:** Bandarian Freight Forwarding Corp. USA will arrange for the domestic movement of classified and sensitive material 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 (Military) Surface Deployment and Distribution Command (SDDC), will be utilized for the transport of classified and sensitive material. 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

6. **International Air Carriers**: Delivery of classified and sensitive material 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 material 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 material. 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 materials)

7. **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 material availability dates and required delivery in-country dates.

E. EMERGENCY POCs

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

1. **DSS Industrial Security Field Office:**

   a. Defense Security Specialist
   893 Elkridge Landing Hwy. Suite 1530
   Linthicum, MD 21090-2917
   POC: Mr. Julian Bashir, Industrial Security Specialist
   Email: jbashir@dss.mil
   Commercial Phone: (410) 555-3426
   Commercial Fax: (410) 555-1234

2. **Government of Bandaria Representatives**:

   a. **(LOCATED IN THE U.S.)**
   Colonel Han Solo
   Embassy of Bandaria
   Office of the Military Attaché
   2468 16th Street NW
   Washington, DC 20008
   Email: HAN.SOLO@MIL.BN
   Commercial Phone: (202) 345-6789
   Commercial Fax: (202) 345-5551

   b. **(LOCATED IN BANDARIA)**
   Lando Calrissian
   Materiel Division
   Infantry Battalion C3PO
   Karish, BN 5300 Kuna District
   Bandaria
   Email: lcalrissian@bnafhq.net
   Commercial Phone: +707-9998-555-43238
   Commercial Fax: +707-9998-555-43055

3. **USG Representatives**:
   Charles (Tripp) Tucker, III
   FMS Case Manager
   555 International Group
   AFSAC/IARMD
   1822 Van Patton Drive
   Wright-Patterson AFB OH 45433-5337
   Email: CTucker@wpafb.af.mil
   Commercial Phone: (937) 555-5555 x 8888
   Commercial Fax: (937) 555-9999

4. **UNCLASSIFIED Freight Forwarder Name and Contact Information**:

The individual below is the Bandarian Freight Forwarding Corp. USA representative who possesses valid security clearances and is DSS cleared:

Mrs. Cruella DeVille
Email: CruellaD@BFFC.net
Commercial Phone: (301) 555-4321
Commercial Fax: (301) 555-9876

F. PACKAGING THE CONSIGNMENT

Packaging includes packing, preservation, and other procedures designed to protect material 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 material 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 (DoD 5105.38-M) (reference (b) of Appendix A).

G. PREPARATION OF MATERIAL FOR TRANSPORT

1. Containers

When classified and sensitive material is transported, the following regulations apply:

a. If the classified and sensitive material 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 material 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 material 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 material 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 material 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,") 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 http://www.asset-trak.com.

H. ROUTING OF THE CONSIGNMENT

1. Routing of Consignment from CONUS to Bandaria

a. Basic Procedures

i. When the classified and/or sensitive material has been properly packaged, labeled, marked, and made available for shipment from the source of supply, origin-shipping personnel or the servicing Defense Contract Management Agency (DCMA) will prepare and dispatch a formal Notice of Availability (NOA). Per policy contained in DoD 4000.25-M, Defense Logistics Management System (DLMS), chapter 3, Military Assistance Program Address Directory (MAPAD), the NOA will be directed to the Bandarian representative listed below:

Embassy of Bandaria
Office of the Military Attaché
2468 16th Street NW
Washington, DC 20008
Commercial Phone: (202) 555-9711
Commercial Fax: (202) 555-9884

ii. The Bandarian Embassy will formally respond to the NOA or forward it to Bandarian Freight Forwarding Corp. USA for reply. The response will identify Bandarian Freight Forwarding Corp. USA as the agent for BANDARIA to take delivery and safeguard the shipment until onward movement can be arranged. If a proposed ship to address is not one identified in this Transportation Plan, approval by BANDARIA is required prior to releasing the shipment.

iii. Based on the formal response to the NOA, the origin shipping officials will obtain a carrier qualified by SDDC to transport the classified and/or sensitive material involved from the source of supply to Bandarian Freight Forwarding Corp. USA. or the Defense Transportation System (DTS) Military port of embarkation (POE) for loading. All safeguards for transporting classified and/or sensitive material will be followed to include CSS or PSS, as necessary. CONFIDENTIAL material, at a minimum, must be transported by a commercial carrier qualified by SDDC to transport CONFIDENTIAL and provide CSS. If the shipment includes SECRET material, the carrier must be cleared by DSS and qualified by SDDC to provide PSS. SECRET or CONFIDENTIAL material may also be shipped to Bandarian Freight Forwarding Corp.USA or by US 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. After selection of the approved shipping method and release of custody of the classified and/or sensitive material via the Signature and Tally Record, a REPSHIP will be immediately dispatched (in writing) by origin shipping personnel. Addresses must include Bandarian Freight Forwarding Corp.USA and any known en-route transfer locations and the in-country "Mark-For" location.

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

v. When classified and sensitive material is received at Bandarian Freight Forwarding Corp.USA cleared personnel will receive the material, take custody of the classified and sensitive material, 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 material 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 E. (Please note: The local DSS Industrial Field Office, as well as the emergency POCs specified in Section E, will also be contacted immediately if a commercial carrier made the shipment.)

vi. The classified and sensitive material, while in the custody of Bandarian Freight Forwarding Corp.USA will not be opened, left unsecured, or handled by unauthorized or uncleared personnel.

vii. Bandarian Freight Forwarding Corp.USA will prepare the Shipper's Export Declaration (SED) through the Automated Export System (AES-Direct) prior to the departure of the material.

b. <u>from the Source(s) of Supply to BANDARIA via Pilot Pick-Up</u>

i. When the Classified and/or Sensitive material has been properly packaged, abeled, marked, documented and made available for shipment from the designated Source(s) of Supply, the Defense Contract Management Agency (DCMA) or the origin shipper will prepare and dispatch a formal Notice of Availability (NOA) to the Country Representative in CONUS.

Embassy of Bandaria
Office of the Military Attaché
2468 16th Street NW
Washington, DC 20008
Commercial Phone: (202) 555-9711
Commercial Fax: (202) 555-9884

The Country Representative in CONUS will formally respond to the NOA, and coordinate, through the Air Force transportation office to provide shipping instructions to the designated Source of Supply.

ii. 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 materials provided by the Air Force Transportation Team 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.

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

iv. Dover AFB requires material 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 5 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 material handling. If cargo does not arrive by the no later than date it will be returned to origin.

v. 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 3 red-hatched border copies per shipment of hazardous cargo. All hazardous material 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.

vi. Upon arrival at the designated military base, authorized personnel will inspect and receive the classified material from the carrier. Upon completion of the inspection, the authorized military base personnel will accept custody of the classified and/or sensitive material by signing the Signature and Tally Record (DD Form 1907) and placing the shipment in the Special Handling Area until notified of the Pilot Pick-Up time. Inspection of the classified and/or sensitive material 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 material. 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 E).

vii. The NAVAIR Transportation Team 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.

viii. A Shipper's Export Declaration (SED) for the material must be prepared by the shipper or the cognizant DCMA and entered through AES Direct. Copies of the SED receipts should be provided to the NAVAIR Transportation Team and Customs personnel.

ix. Military base personnel will safeguard the classified material until the arrival of the Bandarian Air Force (BAF) military aircraft for a Pilot Pick-Up. Under the coordination of the Air Force transportation office, military personnel will deliver the classified material to the designated Bandarian aircraft. The FMS case manager or the freight forwarder will ensure that all required documentation is logged with US Customs. The classified material must be safeguarded in an appropriate manner until transferred by signature to the designated BAF representative.

x. The Bandarian Air Force (BAF) aircraft commander or the responsible military representative in charge of security will examine all classified material and shipping documents to determine if any form of compromise was suspected during shipment. If so, he will immediately notify the Air Force transportation office as well as the emergency POC's (specified in Section E). The BAF representative will sign the Signature and Tally Record or DD Form 1385 and retain a copy for his records.

xi. <u>TRANSFER OF CUSTODY</u>: is considered to take place when an authorized, cleared representative of The Government of Bandaria signs for the classified material once the material has transferred to that representative in Bandaria. This acknowledges the transferring of custody from the U.S. military and the acceptance of full security responsibility for the material by

the Government of Bandaria.

xii. RECIPIENT GOVERNMENT REPONSIBILITIES: Upon receipt of the classified and/or sensitive material in Bandaria, Bandarian personnel will examine all the material and shipping documents to determine if the classified and/or sensitive material 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 emergency POCs.

xiii. Customs clearance in Bandaria will be handled by the Bandarian Army.

c. Commercial Air Shipments

i. On the day of shipment, the classified and/or sensitive material will be escorted by a cleared Bandarian Freight Forwarding Corp.USA representative to the designated air carrier. The classified and/or sensitive material will then be transferred to the authorized carrier representative.

ii. The authorized international air carrier representative will sign the DD-1907 Signature and Tally presented by Bandarian Freight Forwarding Corp.USA or its domestic carrier. This will acknowledge the transfer of the material from Bandarian Freight Forwarding Corp.USA or its domestic carrier, to the authorized international air carrier representative.

iii. Bandarian Freight Forwarding Corp.USA will report the details of the shipment including date, time, and flight number to the Bandarian Air Force and the Air Force transportation office

iv. When the international air carrier's aircraft arrives in Bandaria, the Bandarian Air Force personnel will take possession of the classified and/or sensitive material from the international air carrier after the material clears Bandarian Customs. The Bandarian Air Force will sign the DD1907 Signature and Tally and retain a copy for their records. The Bandarian Air Force will arrange transport from the airport to their supply depot.

(NOTE: For classified cargo shipments which, due to their size, weight, and/or nature (explosives), are precluded for movement by air freight, ocean transport will be utilized.)

d. Ocean Shipments

i. Bandarian Freight Forwarding Corp.USA will arrange the movement of the classified and/or sensitive material from their DSS-approved security area to the Port of Embarkation (POE) via a qualified SDDC carrier. All safeguards for transporting the classified and/or sensitive material will be conducted by a qualified SDC carrier that provides CSS. Bandarian Freight Forwarding Corp.USA will obtain a carrier representative signature on the Signature and Tally record, thereby continuing the accountability and transfer of custody during the transportation cycle. In addition, Bandarian Freight Forwarding Corp.USA will arrange cargo call forward to the Military Ocean Terminal.

ii. The Military Ocean Terminal representative will check to ensure the seals are intact, and sign the Signature and Tally Record. This will acknowledge the possession of the material by the Military Ocean Terminal representative.

iii. At the appointed loading time, Military Ocean Terminal personnel will move the classified and/or sensitive material from their secure storage area to the vessel loading area. Military Ocean Terminal personnel will witness the loading of the material 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 material.

iv. 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 Air Force.

v. When the chartered vessel arrives in the Bandarian Port, Bandarian Air Force Representatives will meet the vessel at the Port of Entry. The names of the cleared Bandarian Air Force personnel authorized to sign for the classified and/or sensitive material will be provided to Military Ocean Terminal personnel prior to release of the shipment by Bandarian Freight Forwarding Corp.USA. The classified and/or sensitive material will be off-loaded and the Bandarian Air Force Representative will acknowledge receipt and custody of the classified and/or sensitive material by endorsing the Signature and Tally Record. Any evidence of security compromise will be immediately reported to the Emergency Contact Personnel listed in section E.

vi. Bandarian Air Force representatives will assume physical custody and escort the classified and/or sensitive material to the authorized representative of the Bandarian Government at the ultimate in-Country destination.

vii. 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.

viii. Cargo that cannot be containerized due to size will be handled as break-bulk or Roll-on/Roll-off (Ro/Ro), with preference given to carriers that will not transship or relay the cargo while in transit.

ix. 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.

x. This carriage will be performed without transshipment or relay.

2. <u>Routing of the Consignment from Bandaria to Bandarian Freight Forwarding Corp.USA.</u>

a. Basic Procedures

i. 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 material classified as explosive. If the material is moving within the Defense Transportation System (DTS) it may be

possible to substitute an Interim Hazard Classification (IHC) letter. Contact the Program Office Assistant Program Manager for Logistics (AAPML) or the NAVAIR FMS Transportation Team (contact information found in section C) for assistance.

ii. The Bandarian Air Force will provide an advice of shipment to Bandarian Freight Forwarding Corp.USA for materials being exported from Bandaria to CONUS. The Bandarian Air Force personnel will arrange delivery of materials to the airport or seaport. Bandarian Air Force 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. In addition, Bandarian Freight Forwarding Corp.USA will arrange the pick up of the cargo at the airport or seaport with a cleared CSS/PSS carrier for delivery to its warehouse or to the designated repair facility.

iii. Upon arrival of the classified and/or sensitive material at Bandarian Freight Forwarding Corp.USA a cleared employee, who is authorized to receive the material, will take custody of the material by signing and retaining a copy of the Signature and Tally Record DD-1907. The classified and/or sensitive material will be placed in the facility's secure storage area. If the designated representative suspects that the shipment has been compromised in any way, (i.e. packaging damaged, seals broken, etc.), the emergency POCs (specified in Section E) "WILL BE NOTIFIED IMMEDIATELY".

b. Routing of the Consignment for Onward Delivery in CONUS

i. After Bandarian Freight Forwarding Corp.USA has arranged U.S. Customs Clearance, and the international air or ocean carrier has released the shipment, Bandarian Freight Forwarding Corp.USA will arrange for the material pick up with a CSS/PSS carrier for delivery to its warehouse or to the consignee. The carrier will take custody of the material, sign the Signature and Tally Record DD-1907, and be responsible for the material until a clean receipt is obtained from Bandarian Freight Forwarding Corp.USA, or the consignee.

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

- Names and addresses of persons, including alternates, to whom the classified and sensitive material is to be delivered
- Duties during movement, scheduled stops, and loading and unloading operations
- Emergency and communication procedures

c. Notification to Consignee and Tracking of Shipment

i. 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 material, or immediately upon dispatch, if transit time is less than 24 hours of the arrival of the material.

ii. 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."

iii. 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 material.

iv. The designated consignee will notify Bandarian Freight Forwarding Corp.USA if the material 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 E) of the delay and the circumstances as known.

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

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

d. Transfer of Custody

An authorized, cleared representative of Bandaria will sign for the classified and/or sensitive material once the material has been delivered to Bandaria. This acknowledges the transferring of custody and accepting full security responsibility for the material from the shipper to Bandaria.

e. Recipient Government Responsibilities (Bandaria)

Upon receipt of the classified and/or sensitive material in Bandaria, cleared Bandarian officials will examine all shipping documents to determine if the material had been transferred to any unauthorized carrier during shipment or if any form of compromise was suspected during shipment. Any suspected compromise will "IMMEDIATELY" be reported to the emergency POCs specified in Section E.

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, DoD MILSTRIP, NOAs, Government Bill of Ladings (GBLs), Commercial Bill 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. 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) for approval prior to implementation. This transportation plan is inclusive of all attachments.

K. TRANSPORTATION PLAN APPROVAL

This transportation plan was submitted and approved by the Information Security Branch, 88 ABW/TPI, 1801 10th Street, Wright-Patterson AFB, OH 45433 on 16 September 2012. The approving official was Johnny Appleseed at (937) 555-7890, FAX (937) 555-7415, or Email: jappleseed@wpafb.af.mil.

APPENDIX A
REGULATORY REFERENCE LISTING

1. Reference (a): DoD 4000.25-8-M Directory	Military Assistance Program Address
2. Reference (b): DoD 5105.38-M	Security Assistance Management Manual
3. Reference (c): DoD 5200.01-M	Information Security Program Manual
4. Reference (d): AFI 31-401	Managing the Information Security Program
5. Reference (e): DoD 5220.22-M	National Industrial Security Program Operating Manual
6. Reference (f): MIL-STD 129	Standard Practice for Military Marking
7. Reference (g): NAVSUP Publication 541	Security Assistance Manual
8. Reference (h): AFJMAN 24-204	Preparing Hazardous Material for Military Air Shipment
9. Reference (i): DoD 4500.9-R	Defense Transportation Regulation, Part II, Cargo Movement
10. Reference (j): AFMAN 16-101	International Affairs and Security Assistance Management
11. Reference (k): DoD 5100.76-M	Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives

APPENDIX B
DESCRIPTION OF CONSIGNMENT

NOMENCLATURE	NSN	PART NUMBER	CLASSIFICATION LEVEL	HAZARD CLASS
SL-HUM 120Z Humdinger	1410-01-999-9999	639AS3587-6	SECRET	1.2.1E
Guidance Control Section, WGU-4E/B	1420-02-999-9090	639AS98760	SECRET	NONE
SL-HUM 120Z Propulsion Section	1337-01-999-5555	639BQ3801	Unclassified	1.3C
Armament Assembly	1336-01-999-6666	639BQ1130	Unclassified	1.1D

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 ATTACHES, 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 ATTACHE
TEL: 202 345-6789
2468 16TH STREET NW
WASHINGTON DC 20009-2468

B. AIR FORCE:
EMBASSY OF BANDARIA
OFFICE OF MILITARY ATTACHE
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 A TAC 2.
BBNB00	1	
BBNC00	1	
BBNA00	2	A. FOR UNCLASSIFIED, NON AA&E AND NON-SENSITIVE SHIPMENTS COMMERCIAL AIRLIFT AUTHORIZED. OFFER TO THE MOST ECONOMIC U.S. COMMERCIAL AIR CARRIER AVAILABLE FOR AIRLIFT TO THE FOLLOWING COMMERCIAL AIRPORT:
BBNB00	2	
BBNC00	2	

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 MIITARY 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 (AACA) 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:
HAN.SOLO@MIL.BN
OBIWAN.KENOBI@MIL.BN
21ST TSC: MAIL.21TAERLOOM@EUR.ARMY.MIL
USASAC CCM: LUKE.SKYWALKER@US.ARMY.MIL
SCO/ODC: DVADER@SAN.OSD.MIL

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: DVADER@SAN.OSD.MIL
USASAC CCM: LUKE.SKYWALKER @US.ARMY.MIL
RAMSTEIN: USAFE.ACA@RAMSTEIN.AF.MIL
1ST TMCA: 1TMCATMCC@1TMCA.21TSC.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.

E. FOR OVERSIZED, OVERWEIGHT AND OTHER MATERIEL WITH UNUSUAL TRANSPORTATION CHARACTERISTICS, CONTACT USASAC, NEW CUMBERLAND, ATTN: AMSAC-BN, TEL DSN 771-0000 OR COMMERCIAL (717) 555-0000, FOR FURTHUR 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:**

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 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:**

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 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

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

MAPAC: BBN002 5 / 28

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: BBN002 6 / 28

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: BBNA00 7 / 28

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)

-
-
-
-
-

MAPAC: BBNA00 8 / 28

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)

-
-
-
-
-

MAPAC: BBNA00 9 / 28

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

- OFFICE OF DEFENSE COOPERATION
- AMERICAN EMBASSY HERAT
- PSC 3655
- APO AE 09998

MAPAC: BBNA00 10 / 28

MAPAC Information

TAC: 5	**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

- OFFICE OF DEFENSE COOPERATION
- AMERICAN EMBASSY HERAT
- PSC 3655
- APO AE 09998

MAPAC: BBNA00 11 / 28

MAPAC Information

TAC: 6	**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

- OFFICE OF DEFENSE COOPERATION
- AMERICAN EMBASSY HERAT
- PSC 3655
- APO AE 09998

MAPAC: BBNA00 12 / 28

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: BBNB00 13 / 28

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

MAPAC: BBNC00 14 / 28

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

MAPAC: DBN002 15 / 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: DBN002 16 / 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:**

Address Information

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

MAPAC: DBN002 17 / 28

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: DBN002 18 / 28

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: DBN002 19 / 28

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: DBN002 20 / 28

MAPAC Information

TAC: M	**TAC SEQ:**	**FFLC:**	**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 (FREE FORM SET)

- BANDARIAN AIR FORCES
- ATTN LANDO CALRISSIAN
- TEL 9998 422 43277 FAX EXT 43003
- SAMAR AIR BASE BN-5820
- REPUBLIC OF BANDARIA

MAPAC: DBNB00 21 / 28

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 (FREE FORM SET)

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

MAPAC: DBNC00 22 / 28

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 Reps and/or Special Instructions			**Create Date:**

Address Information

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

MAPAC: PBN003 23 / 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:**

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: PBN003 24 / 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

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

MAPAC: PBN003 25 / 28

MAPAC Information

TAC: 3	**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

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

MAPAC: PBN003 26 / 28

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: PBNA00 27 / 28

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: PBNB00 28 / 28

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)

☒ SHIPPING ☐ PACKAGING

1. DATE OF PREPARATION: 19 August 2012

2. REPORT NUMBER: D00006-BN-D-YCY-007

3. TO *(Name and address, include ZIP Code)*
AFSAC/COSD
5490 PEARSON RD
WRIGHT-PATTERSON AFB, OHIO 45433-5332

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
WARNER-ROBINS ALC, ROBINS, GEORGIA USA
RIC FLZ

5b. NUMBER AND DATE OF INVOICE: UNKNOWN

6. TRANSPORTATION DOCUMENT NUMBER *(GBL., Waybill, TCN, etc.)*: DBNA9512346613XAX

7a. SHIPPER'S NUMBER *(Purchase Order/Shipment, Contract, etc.)*: UNKNOWN

7b. OFFICE ADMINISTERING CONTRACT: UNKNOWN

8. REQUISITIONER'S NUMBER *(Requisition, Purchase Request, etc.)*: DBNA9512346613

9. SHIPMENT, BILLING, AND RECEIPT DATA				10. DISCREPANCY DATA				11.
NSN/PART NUMBER AND NOMENCLATURE (a)	UNIT OF ISSUE (b)	QUANTITY SHIPPED/ BILLED (c)	QUANTITY RECEIVED (d)	QUAN-TITY (a)	UNIT PRICE (b)	TOTAL COST (c)	1 CODE (d)	2 AC-TION CODE
1420-02-002-5557, Equitensor, Sinometric	EA	6	4	2	87.65	175.30	Z1	1D

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

6 each Integrated Sinometric Equitensor units were shipped on 19 March 2012 (2079) from Warner Robins ALC, USA in 3 containers of 2 each. Two containers were received on 12 April 2012 (2103). TCN received are DBNA9512346613XBX and DBNA9512346613XCX. Items are urgently needed by BN land forces to repair monostatic phased-array incoherent scatter radar in support of SL-HUM-120Z for Operation Enduring Freedom. Total requisition billed on 15 June 2012 for $525.90. Request replacement shipment be expedited!

1 DISCREPANCY 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 *(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

PACKING DISCREPANCY
- P1 - Improper preservation
- P2 - Improper packing
- P3 - Improper marking
- P4 - Improper unitization

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, Log 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 in Item 9 above)*
- W1 - Incorrect item received
- W2 - Unacceptable substitute

OTHER DISCREPANCIES
- Z1 - See remarks

2 ACTION CODES

- 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.
- 1Z - Other action requested *(See remarks)*

13. FUNDING AND ACCOUNTING DATA

14a. TYPED OR PRINTED NAME, TITLE, AND PHONE NUMBER OF PREPARING OFFICIAL
Major Obiwan Kenobi, BLF
P: 9998.426.548973

14b. SIGNATURE

15. DISTRIBUTION ADDRESSEES FOR COPIES

16. FROM:	17. DISTRIBUTION ADDRESSEES FOR COPIES
AIR FORCE SECURITY ASSISTANCE CENTER ATTN: AFSAC/COSD 5490 PEARSON RD WRIGHT-PATTERSON AFB, OH 45433-5332	FLZ WARNER ROBINS AFB, GA

18. TO:	
BANDARIAN LAND FORCES DEPOT COMMAND ATTN: MAJOR OBIWAN KENOBI EDRI-KEBIR, DONGOU 44 BN 2038 HERAT BANDARIA	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:

Fold here

a. MATERIAL ☐ HAS BEEN ☐ WILL BE SHIPPED — DOCUMENT NUMBER

b. ☐ NO RECORD OF SHIPMENT. RESUBMIT REPORT TO PROPER OFFICE UNDER APPROPRIATE REGULATION.

c. ☒ AN ADJUSTMENT IN BILLING HAS BEEN/WILL BE PROCESSED AS A: ☒ CREDIT ☐ DEBIT

d. ☐ INVOICE/BILL ATTACHED

e. ☐ 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. ☐ PROCESS FOR DISPOSAL IN ACCORDANCE WITH SERVICE/AGENCY DIRECTIVES	b. ☐ REPRESENTATIVE WILL CALL FOR DISCUSSION CONCERNING DISPOSITION IN:	DAYS
c. ☐ RETAIN MATERIAL AT NO CHARGE.	d. ☐ MATERIAL WILL BE PICKED UP IN:	DAYS

e. ☐ SHIP MATERIAL *(Specify location)*:

Fold here

(1) ☐ GBL APPROPRIATION CHARGEABLE:

(2) ☐ CHARGES COLLECT - VIA: ☐ FREIGHT ☐ EXPRESS ☐ PARCEL POST

(3) ☐ PARCEL POST LABEL ATTACHED (4) ☐ FREIGHT PREPAID

($ _____ postage advanced herewith. NOTE: Please enclose postage. Material cannot be returned Parcel Post collect.)

f. ☐ OTHER *(Specify)*

21. ☒ IF MATERIAL IS STILL REQUIRED, SUBMIT NEW REQUISITION	22. ☐ 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 material on new requisition if still required. Contact ODC-Bandaria to request Transportation Discrepancy Report (TDR-DD361) be submitted with supporting SDDC.

24a. TYPED OR PRINTED NAME AND PHONE NUMBER OF PREPARING OFFICIAL	24b. SIGNATURE	24c. DATE
Maggie Williams, 937-555-0000		29 September 2012

STANDARD FORM 364 BACK (REV. 2-80)

FOREIGN MILITARY SALES BILLING STATEMENT				UNITED STATES OF AMERICA DEPARTMENT OF DEFENSE/AIR FORCE				
1. TO: BANDARIA AIR FORCE		2. THIS IS A BILLING STATEMENT BASED ON CASH REQUIREMENTS. PAYMENT IS DUE BY 12 SEP 15		3. STATEMENT NUMBER: 12-06DD		4. FOR PERIOD ENDED: 12 JUN 30		5. DATE PREPARED: 12 JUL 15
CASE IDENTIFICATION AND DELIVERY STATUS				FINANCIAL STATUS				
6. CASE & ITM 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
YCY								
001	78,683,170.00	0.00	0.00	0.00				
	HUMDINGER MISSILES							
002	619,300.00	0.00	0.00	0.00				
	LAUNCHERS							
003	488,840.00	0.00	0.00	0.00				
	TRAINING MISSILES							
004	3,017,692.00	0.00	0.00	0.00				
	CNU CONTAINERS							
005	1,563,480.00	27,284.80	5,736.30	33,021.10				
	SUPPORT EQUIPMENT							
006	2,163,402.00	123,785.60	62,557.94	186,343.54				
	CTR SUPPORT							
007	2,017,000.00	0.00	0.00	0.00				
	SPARE PARTS							
008	2,021,000.00	0.00	0.00	0.00				
	COMPONENT PARTS							
009	12,372.00	1,215.30	947.37	2,162.67				
	PUBLICATIONS							
010	1,636,316.00	171,800.00	10,000.00	181,800.00				
	AIRLIFT AMC							
011	181,800.00	0.00	0.00	0.00				
	TECHNICAL DATA							
012	1,008,500.00	0.00	0.00	0.00				
	R+R OTHER							
013	631,250.00	0.00	0.00	0.00				
	R-R MISSLES							
014	2,694,188.00	0.00	0.00	0.00				
	WARRANTY							
700	657,000.00	184,090.91	61,363.64	245,454.55				
	OTHER TECHNICAL							
701	73,338.00	47,859.72	14,270.54	62,130.26				
	SITE SURVEYS							
702	2,514,403.00	48,612.18	0.00	48,612.18				
	OTHER SERVICES							
989	260,000.00	0.00	0.00	0.00				
	TRAINING							
L6A	3,809,236.00	22,976.64	5,885.28	28,861.92		100,243,051.00		
	ADMINISTRATIVE FEE							
L00	783,796.00	5,256.60	1,602.50	6,859.10				
	ACCESSORIAL COSTS							
WIP	WORK IN PROCESS			2,555,004.68				
CASE TOTAL	104,836,083.00	632,881.75	162,363.57	3,350,250.00	495,860.00	3,846,110.00	3,350,250.00	495,860.00

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

PCN: UH028A150 **FMS DELIVERY LISTING** PAGE: 1

FOR PERIOD ENDED: 12 JUN 30
DATE PREPARED: 12 JUL 15

COUNTRY: BANDARIA STATEMENT NUMBER: 12-06DD
SERVICE: AIR FORCE CASE: YCY ITM NBR: 006 U.S. DEPT/AGENCY: AIR FORCE

ARTICLE/SERVICES TRANSACTIONS

DOC ID	RIC	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	D0001BNYCY	EA	6	DBNA5412297003		DA2YCY	F	CB	1204	E	AB	2011	312.26	1,873.56	CR
FKA	FGZ	A	691001021436600	EA	10	DBNA5411437132		DA2YCY	F		1206	H	AB	2139	2,280.00	22,800.00	
													ITM NBR/DSC SUBTOTAL:			20,926.44	
FKA	FNH	A	CONTRACT ADM	XX	1	DBN00000002310		YCY			1205		BD	2117	331.50	331.50	
													ITM NBR/DSC SUBTOTAL:			331.50	
FKA	FGZ	E	691001277321000	EA	12	DBNA5411337130		DA2YCY	F		1205	H	DB	2115	3,250.50	39,000.00	
FKA	FGZ	E	612501245670000	EA	1	DBNA5411337128		DA2YCY	H		1206	H	DB	2132	2,300.00	2,300.00	
													ITM NBR/DSC SUBTOTAL:		2,300.00	41,300.00	

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	
FKC	L6A	ADMIN COSTS	DBN		1205	COMPUTED	3.80	331.50		12.60	
FKC	L6A	ADMIN COSTS	DBN		1205	COMPUTED	3.80	39,000.00		1,482.00	
FKC	L6A	ADMIN COSTS	DBN		1206	COMPUTED	3.80	22,800.00		866.40	
FKC	L6A	ADMIN COSTS	DBN		1206	COMPUTED	3.80	2,300.00		87.40	
FKD	L6A	ADMIN COSTS	DBN		1204	COMPUTED	3.80	1,873.56	CR	71.20	CR
FKE	L2B	AIR TRANS	DBN		1206	COMPUTED	2.50	22,800.00		570.00	
FKE	L2B	AIR TRANS	DBN		1205	COMPUTED	2.50	39,000.00		975.00	
FKE	L2B	AIR TRANS	DBN		1206	COMPUTED	2.50	2,300.00		57.50	

PCN: UH028A150 **FMS DELIVERY LISTING** PAGE: 2

FOR PERIOD: 12 JUN 30
DATE PREPARED: 12 JUL 15

COUNTRY: BANDARIA STATEMENT NUMBER: 12-06DD
SERVICE: AIR FORCE CASE: YCY ITM NBR: 006 U.S. DEPT/AGENCY: AIR FORCE
SUMMARY OF DELIVERY COSTS

			TOTAL COSTS
FKA ARTICLES/SERVICE COSTS			64,431.50
FKB ARTICLES/SERVICE COSTS			1,873.56 CR
NET TOTAL OF ARTICLES/SERVICES COSTS			62,557.94
	ACTUAL COSTS	COMPUTED COSTS	
FKC ADMINISTRATIVE COSTS	0.00	2,448.40	2,448.40
FKD ADMINISTRATIVE COSTS	0.00	71.20 CR	71.20 CR
NET TOTAL OF ADMINISTRATIVE COSTS	0.00	2,377.20	2,337.20
FKE ACCESSORAL COSTS			
L2B CONUS PORT HANDLING	0.00	1602.50	1,602.50
NET TOTAL OF ACCESSORIAL COSTS			1,602.50
TOTAL DELIVERY COSTS			66,497.64

FINAL CERTIFICATE OF CASE CLOSURE

1. DATE: 30 May 2013 FINAL __X__ INTERIM _____

2. Implementing Agency/Country/Case: BN-D-YCY, LINE 009

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

Unliqidated obligation balance: $00.00

. ULO CAS $00.00

7. *Closure certificate point of contact*: V. CAUDILL, AFSAC 555th ISPTS/FAF, 999-9999, ext 1111, vcaudill@wright-patterson-afb.fes.mil

Remarks/Comments as appropriate:

DEPARTMENT OF THE AIR FORCE

HEADQUARTERS AIR FORCE SECURITY ASSISTANCE CENTER (AFMC)

WRIGHT-PATTERSON AIR FORCE BASE, OHIO

MEMORANDUM FOR: GOVERNMENT OF BANDARIA
C/O ODC BANDARIA
HERAT, BANDARIA

FROM: 555 ISPTS/IASY
1822 Van Patton Drive
Wright Patterson AFB OH 45433-5337

SUBJECT: Notice of Supply/Services Completion (NSSC), FMS Case BN-D-YCY, Line Item 009

1. FMS case BN-D-YCY, Line 009 is supply/services complete as reflected in the Security Assistance Management Information System (SAMIS). There are no remaining commitments for items or services.

2. If applicable, please expedite the submission of Supply Discrepancy Reports (SDRs) to 555 ILS/SDR FLT, 5454 Buckner Road, Wright Patterson AFB, OH 45433. SDRs must be submitted within one year of shipment except when non-receipt of the entire shipment is involved. Under this condition, SDRs must be submitted within one year of shipment or billing, whichever is later. To expedite closure action, please advise 555 ISPTS/IASF, in writing, if no SDRs will be submitted against subject case.

3. If you have any questions, please contact the undersigned at (999) 999-9999

C. Krolikowski
Systems Sales Flight
555th International Best Support Squadron

cc:
555 ISPTS/IASF
755 IMATS/IARB

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