

Figure C15.F2 Case Advisory

**ADVISORY CONCERNING A UNITED STATES GOVERNMENT CASE
UNDER CONSIDERATION FOR THE BENEFIT OF**

(Country)

Presented to: _____ on: _____

Title and Organization: _____

Presented by: _____ on: _____

Title and Organization: _____

The U.S. Government is considering whether to provide defense articles and / or defense services to your Government in order to [insert program purpose from Table C15.T2.]. The defense articles and services under consideration include [briefly summarize the articles and services under consideration].

If these defense articles and/or services are furnished by the U.S. Government, an authorized representative of your Government will be required to indicate acceptance by signing documentation (TAB 1) that transfers ownership and obligations for the defense articles and/or services pursuant to the Exchange of Notes done at _____ and dated _____ regarding [insert title of exchange specific to the 505] and [cite the Diplomatic Note specific to the program], dated _____ (TAB 2 and TAB 3). In these Notes, your Government agreed that upon transfer of defense articles and services, the U.S. Government retains the right to verify reports that such defense articles and services have not been used or protected in a manner consistent with this agreement. If the U.S. Government were to find that such defense articles and services have not been used or protected in a manner consistent with these Notes, further assistance from the U. S. Government might not be approved.

Liability. If the U.S. Government provides defense articles and/or services for the benefit of your Government, the U.S. Government will assume no liability for loss, damage, or injury of any kind in connection with use or handling of the defense articles or services.

Taxation and Customs. If the U.S. Government provides defense articles for the benefit of your Government, the U.S. Government expects that your Government will accept responsibility for prompt clearance of materiel through its customs at the in-country point of debarkation, free from any customs duties, import taxes, or similar charges.

Title and Custody Transfer. If the U.S. Government provides defense articles for the benefit of your Government, the U.S. Government will retain title to and custody of furnished materiel until delivery to your Government at the specified in-country location. The U.S. Government expects that an authorized representative or agent of your Government will participate in an inventory of

Figure C15.F2 Case Advisory

the articles and accept receipt and responsibility for the articles by signing a Transfer and Receipt document (see example at TAB 1).

Passports, Permits and Personnel Security. If the U.S. Government provides personnel services for the benefit of your Government, the U.S. Government expects that your Government 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 U.S. personnel to carry out this effort. U.S. Government expects that your Government will provide adequate security to protect U.S. personnel and property associated with this case and located on military installations or other designated work sites.

Case-Unique Information (Select only the paragraphs that apply):

- Ammunition.** The U.S. Government expects that your Government will complete appropriate actions for each explosive/ammunition item accepted to facilitate movement of the item to your Government's in-country destination.
- Communications Security (COMSEC) Equipment.** The U.S. Government retains legal title to COMSEC equipment and can recall the equipment at any time. The defense articles under consideration are COMSEC equipment and require physical security and accountability as set forth in the following agreements and documents, as applicable.
 - a. Communication Interoperability and Security Memorandum of Agreement (CISMOA) between the U.S. Government and your Government dated _____.
 - b. Bilateral and/or multilateral communications security and other security agreements between the U.S. Government and your Government dated _____.
- Environmental Hazards.** There may be items included in this transfer that require special skills or equipment for operations, maintenance, or disposal in a manner that will minimize any environmental hazards.
- Physical Security and Accountability Plan.** Prior to the transfer of any item requiring enhanced end use monitoring (EEUM), your Government will be required to provide a Physical Security and Accountability Plan, which specifies how the EEUM items will be secured against loss, theft, or unauthorized access. The Security Cooperation Organization can provide a template for such a plan upon request. Within 30 calendar days of the discovery of destruction, loss, theft, or unauthorized access to any EEUM items, the U.S. Government expects that your Government will provide a written report to the U.S. Government with details of the incident and steps being taken in response. The U.S. Government expects that, upon request, it will be permitted to conduct an inspection and inventory of the EEUM items by serial number.
- Training or Service in Your Country.** U.S. personnel who travel to your country for the purpose of supporting this case will operate under the general

Figure C15.F2 Case Advisory

supervision of the U.S. Chief of Diplomatic Mission. Deployment dates for U.S. personnel will be established:

- 1) in coordination with your Government,
- 2) upon confirmation that all training equipment, tools, facilities and interpreter support are available and operational, and
- 3) after confirmation that all students are available at the training site and meet U.S. Government eligibility requirements.

The U.S. Government expects that prior to the training team arrival, your Government will arrange access for the training team to visit all agencies, offices, activities, training installations, and training sites required for the duration of the team visits and promptly provide such further support as may be required to facilitate the entry, security, and work of training personnel as established in separate discussions.

- Training at U.S. Facilities (in the United States or elsewhere).** Your Government will be required to supply personnel information for each student prior to the training report date, to ensure that all training records in the U.S. Security Assistance Network (SAN) have complete student names, dates of birth, places of birth (consisting of city and country) and current assigned unit or organization no later than 16 calendar days prior to students' report date. If the required information is not available in the SAN by such date, the U.S. Government will cancel or re-schedule the subject training. Forfeiture charges will be applied against this case if training is in the United States. Your Government is advised to purchase or provide medical insurance coverage for each student approved for training in advance of international travel, as medical expenses may not be covered by this case.

TABS:

- TAB 1: Example Transfer and Receipt Document
- TAB 2: Section 505 Exchange of Notes
- TAB 3: Program Diplomatic Note