



SIA – 2026 SUMMER BACK TO BASICS

ITAR AGREEMENTS—OVERVIEW, PREPARATION, AND BEST PRACTICES

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Conference Agenda

We are here in the transaction process!





INTRODUCTION

- You now know the jurisdiction and classification of your items and have stepped through a few licensing scenarios
- Now we'll review the process for obtaining Agreements under the ITAR
- Agreements are unique to the ITAR and are different from a standard license application



AGENDA

- **Agreements Overview**
- **Agreement Preparation**
 - Transmittal Letter
 - Agreement
 - DSP-5 Vehicle
- **Agreement Approval Process**
- **Agreement Maintenance and Compliance**
- **Licenses In Furtherance Of**
- **Amendments**



WHEN DO YOU NEED AN AGREEMENT?



Good rule of thumb: When you need to exchange technical data and defense services with non-US parties for an extended time frame, you need an agreement.



Examples: Maintenance/Training; Technical Studies, Testing, Evaluations/Analyses, Demonstrations/Consultations; Releasing Manufacturing Data or Rights; Evaluating or Using Foreign Technology; Providing US Gov't contract support; Co-Designing or Development



Business functions that need Agreements: Program Managers/Engineers; Business Development; Sales/Marketing; Product Development; Support/Services; Supply Chain; Contracts; Security

AGREEMENTS OVERVIEW: LICENSES VS. AGREEMENTS

- Technical Assistance Agreement (TAA) – “An agreement for the performance of **defense service(s)** or the disclosure of technical data...” (22 CFR 120.57(e))
- Manufacturing License Agreement (MLA) – “An agreement whereby a U.S. person grants a foreign person an authorization to **manufacture** defense articles abroad and which involves...” (technical data, defense articles, and/or **defense services**) (22 CFR 120.57(d))
- Warehouse and Distribution Agreement (WDA) – “An agreement **to establish a warehouse or distribution point abroad** for defense articles exported from the United States for subsequent distribution to entities in an approved sales territory.” (22 CFR 120.57(f))

Agreements are characterized by the performance of **defense services** involving the provision of technical data (and sometime hardware) between **two or more parties** during **multiple transactions**.



AGREEMENTS OVERVIEW: LICENSES VS. AGREEMENTS

Defense Service (22 CFR 120.32):

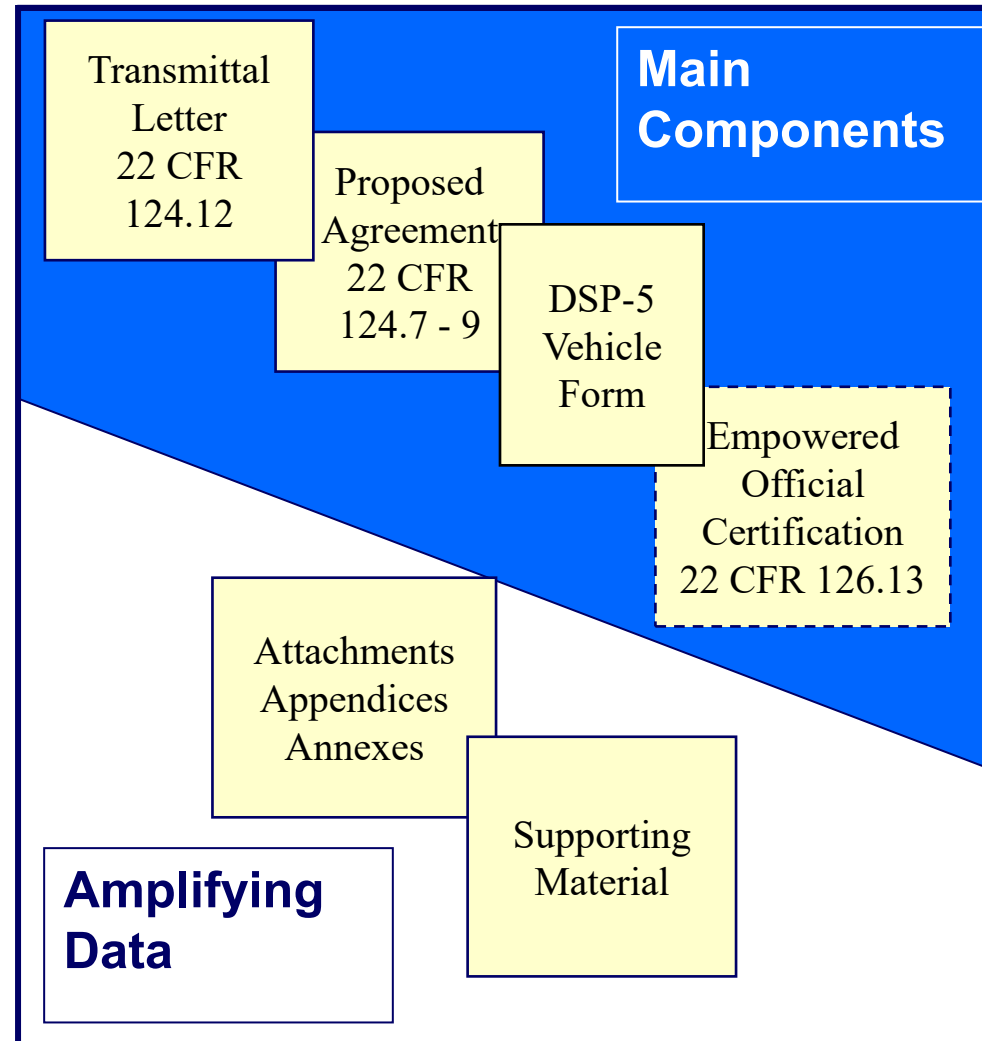
- (a)(1) The furnishing of assistance (including training) to foreign persons in the...
 - Design
 - Development
 - Engineering
 - Modification
 - Destruction
 - Manufacture
 - Production
 - Assembly
 - Operation
 - Processing
 - Testing
 - Repair
 - Maintenance
 - Demilitarization
 - Use

...of defense articles
- (a)(2) The furnishing to foreign persons of any technical data (22 CFR 120.33) controlled under this subchapter
- (a)(3) Military training of foreign units and forces, regular and irregular



TAA/MLA: APPLICATION PACKAGE

- **Four main components:**
 - Transmittal Letter
 - Proposed Agreement
 - DSP-5 Vehicle Form
 - Empowered Official Certification
- **Amplifying Data**
 - Attachments, Annexes
 - Tech Data, HW Descriptions
 - SOWs
 - Etc.
 - Supporting Material
 - Executive Summary (Congressional)
 - Part 130 Statement
 - Etc.



Political-Military Affairs

U.S. DEPARTMENT of STATE

Distribution Limited to SIA Members/Attendees and Subject to SIA Code of Conduct

AGREEMENTS: THE MAJOR PLAYERS

- **Applicant** – Company or Individual applying for the Agreement (Must be Registered with DDTC)
- **U.S. Signatories** – Other U.S. companies participating in the program and providing technical data and defense services to the Foreign Parties (i.e. - U.S. Technical Consultants, U.S. Suppliers, U.S. Subsidiaries, etc.)
- **Foreign Licensees** – Foreign Companies involved in the transaction listed as signatories to the Agreement (i.e. - Foreign Customer, Foreign Suppliers, Foreign Technical Consultants, Foreign Subsidiaries, etc.)
- **Sublicensees** – A company that requires access to technical data, but will not have contact with the U.S. Signatories (i.e. – U.S. or Foreign suppliers to the Foreign Licensees)
- **End User** – An entity who will ultimately benefit from the transaction such as the ultimate recipient/user of the defense article (may or may not be a signatory to the Agreement)



TAA/MLA: KISS PRINCIPLE

- What defense services and articles are being provided, to
- Whom
- Why
- When
- Where
- How, (who else is involved) and for
- How much



TAA/MLA APPLICATION PACKAGE

- **Four main components:**
 - **Transmittal Letter**
 - Proposed Agreement
 - DSP-5 Vehicle Form
 - Empowered Official Certification
- Amplifying Data
 - Attachments, Annexes
 - Tech Data, HW Descriptions
 - SOWs
 - Etc.
 - Supporting Material
 - Executive Summary (Congressional)
 - Part 130 Statement
 - Etc.

**Transmittal
Letter**
(22 CFR 124.12)



THE TRANSMITTAL LETTER

Components of the Transmittal Letter:

- Introduction
- Background
- Required Information
 - (a)(1) – (a)(9) Required Information per 22 CFR 124.12(a)
- Required Statements (Verbatim)
 - (b)(1) – (b)(4) Required Information per 22 CFR 124.12(b)
- Other Requested Data to Facilitate the Review of the Application



TRANSMITTAL LETTER: 22 CFR 124.12

(a)(1) DDTC Registration Code is: M-5555.

(a)(2) The foreign licensee(s) involved is/are:

Name

Mailing/Street Address

(include country)

(and all locations in Country X)

The US Signatory(ies) involved is/are:

Name

Mailing/Street Address

(don't forget to include yourself as the applicant)

(and all locations in the United States)

The scope of the agreement involves the (U.S. Company(ies)) providing technical data, defense services and hardware (and CCL items used in or with the USML items) to...

The ultimate end-use and end-user is (company/country/MOD).

This agreement will expire... (last day of month based on first letter of Registered company's name) See Agreement Guidelines - Max Duration is 10 years.



Political-Military Affairs

U.S. DEPARTMENT of STATE

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TRANSMITTAL LETTER: 22 CFR 124.12

- (a)(3) This agreement (does / does not) relate to a U.S. Government contract under which the equipment or technical data was generated, improved, or developed and supplied to the U.S. Government, and whether the equipment or technical data was derived from any bid or other proposal the U.S. Government. ***(If it does, provide contract information to include USG Point of Contact Information.)***
- (a)(4) This agreement involves U.S. technical data, defense services and/or defense articles (hardware) at the (**specify classification**) level. This agreement also involves foreign classified at the (country) / (appropriate title) level. ***(Unclassified, Confidential, Secret, Top Secret)***. ***Note that all submissions have a classification, even if that classification is Unclassified. Also, if your submission contains foreign classified (only), please ensure that is articulated here.**



TRANSMITTAL LETTER: 22 CFR 124.12

(a)(5) This agreement (does / does not) involve any patent application which discloses any of the subject matter of the equipment or technical data covered by an invention secrecy order issued by the U.S. Patent and Trademark Office.

(a)(6) This agreement has a total value as indicated below:

Line Number	Item	Value
1	Technical Data and Defense Services	\$1,000,000
2	<u>Hardware</u> Permanent Export by DSP-5 or DSP-85 (Tooling/Support Equipment)	\$21,000,000
3	Permanent Export by DSP-5 or DSP-85 (Kits/Components) (MLA only)	N/A
4	Temporary Export by DSP-73 or DSP-85	\$3,000,000
5	Temporary Import by DSP-61 or DSP-85	\$4,000,000
6	Total Licensed Hardware (Sum of lines 2, 3, 4 & 5)	\$28,000,000
7	Total Hardware for Congressional Notification (line 2)	\$21,000,000
8	Hardware Manufactured Abroad (MLA only)	N/A
9	Agreement Total Value (Sum of lines 1, 6 & 8)	\$29,000,000
10	Congressional Notification Value (Sum of lines 1, 7 & 8)	\$22,000,000



EXAMPLE (A)(6) TABLE FOR MLAS

Line Number	Item	Value
1	Technical Data and Defense Services	\$1,000,000
2	<u>Hardware</u> Permanent Export by DSP-5 or DSP-85 (Tooling/Support Equipment)	\$21,000,000
3	Permanent Export by DSP-5 or DSP-85 (Kits/Components) (MLA only)	\$20,000,000
4	Temporary Export by DSP-73 or DSP-85	\$3,000,000
5	Temporary Import by DSP-61 or DSP-85	\$4,000,000
6	Total Licensed Hardware (Sum of lines 2, 3, 4 & 5)	\$48,000,000
7	<i>Total Hardware for Congressional Notification (line 2)</i>	<i>\$21,000,000</i>
8	Hardware Manufactured Abroad (Line 3 + work done by foreign licensees as a result of MLA)	\$25,000,000
9	Agreement Total Value (Sum of lines 1, 6 & 8)	\$74,000,000
10	<i>Congressional Notification Value (Sum of lines 1, 7 & 8)</i>	<i>\$47,000,000</i>



Political-Military Affairs

U.S. DEPARTMENT of STATE

Distribution Limited to SIA Members/Attendees and Subject to SIA Code of Conduct

TRANSMITTAL LETTER: 22 CFR 124.12

- (a)(7) This agreement (does/does not) involve FMS credits or loan guarantees.
- (a)(8) If U.S. classified information is involved, describe and identify the address and phone number of the US Government office that classified the information.
- (a)(9) If classified information is involved, identify the Defense Security Service office responsible for the facilities, along with facility security clearance codes of U.S. parties.



TRANSMITTAL LETTER: 22 CFR 124.12

- 22 CFR 124.12(b)(1)-(4) Clauses - **Must be stated verbatim**
- Other Requested Data:
 - Will sublicensing be granted?
 - Will hardware be exported in furtherance of the agreement?
 - Which USML Categories (including subcategories) are involved, and are any designated Significant Military Equipment (SME)?
 - Is a Nontransfer and Use Certificate (DSP-83) required for classified technical data or SME hardware?
 - Does the agreement include technologies addressed by DoD Instruction S-5230.28 (LO/CLO) or Critical Program Information?
 - Is Congressional Notification (or Re-Notification) required?



A NOTE ABOUT “PARAGRAPH (X)”

Licensing of EAR items via §120.5(b) “Paragraph (x)”

- Paragraph (x) is found in the majority of USML categories to obtain DDTC authorizations for the export of hardware, software and technology subject to the EAR used “in or with” USML items
- Paragraph (x) hardware may only be used in agreements that also include USML hardware
- Paragraph (x) software and data may be included if it will be used in or with ITAR software and data
- Agreement values do not include Paragraph (x) values



CONGRESSIONAL NOTIFICATION REQUIREMENTS

- If Congressional Notification (or Re-Notification) is required, the applicant must include with submission
 - Executive Summary of the Proposed Agreement
 - Signed Contract between the Applicant and the Foreign Signatory (*may accept Letter of Intent for MLAs (only)*)
 - Description of Offsets associated with the program (Direct and Indirect), to include percentage(s)



CONGRESSIONAL NOTIFICATION

Agreement Type	NATO + 5*	All Other
Export/Sale of Major Defense Equipment (MDE) – 36 (c)	\$25M	\$14M
Export/Sale of defense articles, defense services, and technical data – 36(c)	\$100M	\$50M
Manufacture of SME Abroad – 36(d)	Any Value	Any Value
Wait Time After Notification	15 Days	30 Days

*** “NATO +5” = NATO, Japan, Australia, New Zealand, Republic of Korea and Israel**



Political-Military Affairs

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CONGRESSIONAL NOTIFICATION

Tier Review conducted with Hill Staffers

Tier I

20 days (“NATO+5” = NATO, Japan, Australia, New Zealand, Republic of Korea and Israel)

Tier II

30 days (Non-NATO+5 member countries)

Tier III

40 days (Special Consideration)

Congress Presented Formal Notification

Clock Starts: 15 days for NATO+5 or 30 days for the rest of the world





TRANSMITTAL LETTER DRAFTING TIPS TO REMEMBER

- **MOST IMPORTANT TIP:** Use the “Guidelines for Preparing Agreements” and the templates available on DDTC’s website!

Guidelines for Preparing Agreements

Use the following resources and guidance to prepare, submit, or modify your agreement.

- [Guidelines for Preparing Agreements \(PDF | 09/06/2022\)](#)
- [Guidance for Part 130 Certification for Agreements \(PDF\)](#)
- [Template - Sublicensee Non-Disclosure Agreement \(NDA\) for use with TAAs and MLAs \(PDF\)](#)
- [Template - Dual and Third Country National Non-Disclosure Agreement \(NDA\) \(PDF\)](#)
- [Template - Non-Disclosure Agreement \(NDA\) for use with WDAs \(PDF\)](#)

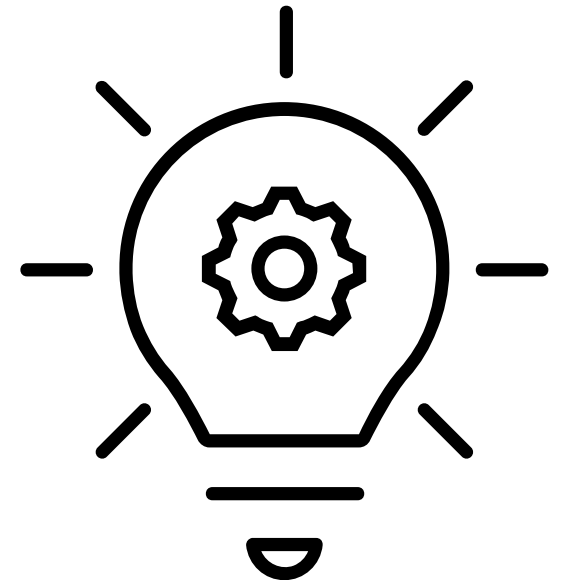
- Do not include Contractual language in Agreements.
- Do not use acronyms or company jargon.
- Do not reference foreign laws or regulations in the Agreement.



HOW DO I FIND MY INFO?

Develop a questionnaire or form that gathers:

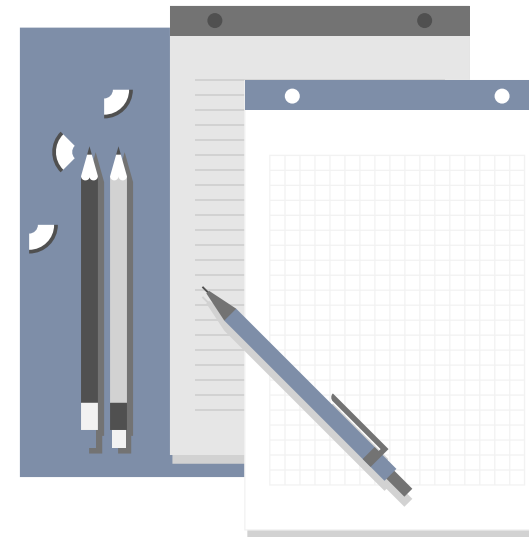
- Who is involved (including physical addresses)?
 - Customer, Consultants, Subcontractors, Agents, Reps
- What are their individual roles in the transaction?
- What is the scope of activities envisioned (why do you need an agreement)?
- What will be exported?
 - Detailed descriptions of the hardware, technical data and defense services, including classifications.
 - What about CCL items used in or with USML items?
- What Countries will be involved?
 - Don't forget Dual/Third Country Nationals.
- Do the foreign companies need to provide your data to any other company who you won't be directly interfacing with (Sublicensing)?
- What is the value of the services, technical data, and hardware to be provided?





DRAFTING THE TRANSMITTAL LETTER

Now grab your copy of
the Transmittal Letter in
your materials and
follow along!





SAMPLE TRANSMITTAL LETTER

1.2 – Template for TAA/MLA Transmittal Letters

ABC Company
1234 South Rd.
Anywhere, VA 98765

May 7, 20xx

Director
Office of Defense Trade Controls Licensing
2401 E Street N.W., Suite 1200 (SA-1)
Washington, D.C. 20522-0112

Subject: Proposed Technical Assistance Agreement (or Manufacturing License Agreement) for the support (or manufacture) of the How to Write Agreements Processor

References: TA 1234-00; TA-6543-09 (050xxxxxx)

Dear Director:

Submitted herewith is a submission package which includes this letter and the proposed Technical Assistance Agreement for the transfer of certain technical information, hardware (if applicable) and services necessary for the integration, troubleshooting, and maintenance of the How to Write Agreements Processor.

TRANSACTION SUMMARY

Provide a brief description on the purpose of the agreement and how it will be executed by the parties to include scope, role of parties to include the end users, review of defense articles and services to be transferred, and any known precedent export pertaining to the agreement.

REQUIRED INFORMATION

In accordance with § 124.12, the following information is provided:

(a)(1) The DDTC applicant code is M-0000.

(a)(2) The parties to this agreement are as follows:

The foreign licensee(s)

XXX Technologies
Full Address (no P.O. Box)
Country

The Intro:

- Keep it short, simple and to the point.
- Make sure that you clearly describe what you will and won't be exporting.
- Don't try to hide or bury important information.
- Avoid making your Transmittal Letter a Marketing Pitch

Where can I find this info?

- (a)(1) Your Boss or Legal Department
- (a)(2) Marketing, Contracts, Program Managers



SAMPLE TRANSMITTAL LETTER

- (a)(2) Statement of Work, contract deliverables.
- If using an Exhibit to describe the defense services be sure to reference here.

AAAA Systems Incorporated
Full Address (no P.O. Box)
Country

U.S. Signatories

ABC Company
1234 South Rd.
Anywhere, VA 98765

U.S. Agreement Writers Guild
Full Address (no P.O. Box)

The scope of this agreement entails (Applicant) furnishing defense services <or> providing manufacturing know-how if an MLA <or> disclosing technical data <or> providing defense articles (applicant should provide a one-line description) to the licensee(s) for the (briefly identify task to be performed) of (commodity or program) for end use by (identify end use and end user).

This agreement is valid until March 31, 20XX. (Choose appropriate month per Section 6)

(a)(3) Identify relevant U.S. Government contracts under which equipment or technical data was generated, improved or developed and supplied to the U.S. Government (to **include any relationship to any Foreign Military Sales (FMS) case**), and whether the equipment or technical data was derived from any bid or other proposal to the U.S. Government. If none, so state and identify cognizant U.S. military service.

(a)(4) The highest U.S. military security classification of the equipment or technical data to be transferred under the terms of this agreement is (Unclassified, Confidential, Secret or Top Secret). *(If foreign classified equipment or technical data is to be transferred, state as such, and identify whether or not the U.S. parties will generate or modify the foreign classified information).*

(a)(5) State whether any patent requests which disclose any of the subject matter of the equipment or related technical data covered by an invention secrecy order issued by the U.S. Patent and Trademark Office are on file concerning this agreement. If so, list the patents herein.

(a)(6) The estimated value of this agreement is as follows:

- (a)(3) Contracts
(a)(4) Contracts, Program Managers, Security
(a)(5) Legal or Contracts
(a)(6) Contracts, Finance, Program Manager



SAMPLE TRANSMITTAL LETTER

Determining value can be tricky!

- Check your contract - There may be line items in the contract with values for Document Deliverables or Services
- Recurring costs for hardware
- Nonrecurring costs for services or technical data
- How much time will your engineers be spending on the work scope (what is their hourly rate?)
- Do NOT include values of Paragraph (x) items.

Use the value table from the Agreement Guidelines

CHECK YOUR MATH!

Guidelines for Preparing Agreements (Revision 5.1)

Line Number	Item	Value
1	Technical Data and Defense Services	\$1,000,000
2	<u>Hardware</u> Permanent Export by DSP-5 or DSP-85 (Tooling/Support Equipment)	\$21,000,000
3	Permanent Export by DSP-5 or DSP-85 (Kits and Components incorporated into manufactured items) (MLA only)	N/A
4	Temporary Export by DSP-73 or DSP-85	\$3,000,000
5	Temporary Import by DSP-61 or DSP-85	\$4,000,000
6	Total Licensed Hardware (Sum of lines 2, 3, 4 & 5)	\$28,000,000
7	Hardware Value for Congressional Notification (line 2)	\$21,000,000
8	Hardware Manufactured Abroad (Line 3 plus work done by foreign licensees as result of the MLA) (MLA only)	N/A
9	AGREEMENT TOTAL VALUE (Sum of lines 1, 6 & 8)	\$29,000,000
10	Congressional Notification Value (Sum of lines 1, 7 & 8)	\$22,000,000

NOTE: If the agreement involves the export of MDE, see Section 7.3 for additional guidance on preparing the valuation table.



SAMPLE TRANSMITTAL LETTER

(a)(7) Contracts, Finance, Program Managers

(a)(8) Contracts, Security, Program Managers

(a)(9) Security

(a)(7) Applicant must provide a statement indicating whether any foreign military sales credits or loan guarantees are or will be involved in financing the agreement.

(a)(8) The agreement must describe any classified information involved (U.S. or foreign) and identify, from DoD form DD 254, the address and telephone number of the U.S. Government office that classified the information and the classification source (i.e., document). If no classified information is involved, so state, but do not omit.

(a)(9) For agreements that may require the export of classified information, the Defense Security Service cognizant security offices that have responsibility for the facilities of the U.S. parties to the agreement shall be identified. The facility security clearance codes of the U.S. parties shall also be provided. If no classified information is involved, so state, but do not omit.

REQUIRED STATEMENTS

NOTE: The following statements must be included verbatim from ITAR § 124.12(b).

(b)(1) If the agreement is approved by the Department of State, such approval will not be construed by (the applicant) as passing on the legality of the agreement from the standpoint of antitrust laws or other applicable statutes, nor will (the applicant) construe the Department's approval as constituting either approval or disapproval of any of the business terms or conditions between the parties to the agreement.



SCENARIO #1 – TRANSMITTAL LETTER – AUS CARMELLA 500 TUAV

- Our Marketing efforts were successful. The AMoD has signed on for the delivery, support, integration, operation, maintenance, overhaul, program support, repair, testing, training, trouble-shooting, warranty repair or replacement, and other logistical support of the Carmella 500 TUAV to include the launch and recovery system, and other equipment as required.
- As T-3 are experts in maintenance and repair of UAV's and have worked on a number of projects with the AMoD for previous programs. T-3 will provide intermediate level maintenance and repair services on the Carmella 500 TUAV and launch and recovery system on behalf of the AMoD.
- AMoD is the end-user of the Carmella 500 TUAV and launch and recovery system.



EXERCISE #1 – QUESTIONS

Q: Where do you start when drafting an agreement?

A: The Agreement Guidelines!

Q: What are the key elements to be addressed?

A: Who, What, Why, When, Where, How (who else is involved), and for How much

Q: Where do you go to find information for your (a)(2) activity description section of the transmittal letter?

A: Statement of Work

Q: Should I include business terms or company specific acronyms in my Transmittal letter?

A: No!



SCENARIO #1 – TRANSMITTAL LETTER – AUS

CARMELLA 500 TUAV

THE ASSIGNMENT

- Using the Statement of Work, fill in the blanks in the Transmittal Letter.
- Follow along with your handouts!



AFA\$

Month Day, Year

Applicant Code: M-5555

USML Categories: VIII (a)(5), VIII (i), VIII(x), XI(a)(3)(ii), XI(d)
ECCNs: 9A610.x, 9A610.t, 9A610.y.25, 9A610.f, 9E610

Anything For A Sale
555 Patriot Way
Washington, DC 20009

SCENARIO #1

TRANSMITTAL

LETTER

ANSWER

PAGE 1 OF 5

Director, Office of Defense Trade Controls Licensing
2401 E Street, N.W., Suite 1200 (SA-1) Washington,
DC 20522-0112

Subject: Proposed Technical Assistance Agreement for the sale of the Carmella 500 Tactical UAV

References: (1) Approved DSP-5 050123456 for Marketing the Carmella 500 Tactical UAV to the Austrian Ministry of Defence

(2) Approved DSP-73 734567890 for Demonstration of the Carmella 500 Tactical UAV to the Austrian Ministry of Defence

Dear Director:

Submitted herewith is a proposed Technical Assistance Agreement between Anything For A Sale ("AFAS"), Tony's Technical Things ("T-3") and the Austrian Ministry of Defence ("Austrian MOD"). The purpose of this Agreement is to allow AFAS to share technical data, hardware and defense services with T-3 and the Austrian MOD to facilitate the design, integration, delivery, operation and maintenance of the Carmella 500 Tactical UAV, including its integrated Micro-Synthetic Aperture Radar ("Micro-SAR"), its launcher, launcher rail, recovery and refueling systems.

BACKGROUND

The Austrian MOD released a Request for Proposal ("RFP") for a UAV that can be configured for tactical missions such as counter IED, communications relay, signals intelligence, electronic warfare (EW) and maritime surveillance. In order to expand our market, AFAS marketed the Carmella 500 UAV to the Austrians under approved DSP-5 050123456 and approved DSP-73 734567890.

AFAS has now entered into a contract with the Austrian MOD for the delivery of one (1) Carmella 500 Tactical UAV in support of the XX Program. Under the scope of the program, AFAS will design and deliver the UAV and its related equipment to the Austrian MOD. T-3 will provide in-country maintenance and training support to the Austrian MOD.

The acquisition of this UAV by the Austrian MOD will increase interoperability with the United States.

This agreement also contains the provision of 600-series items. 600-series items are being included in this agreement as they will be used in and with USML defense articles, technical data, and defense services.



SCENARIO #1

TRANSMITTAL

LETTER

ANSWER

PAGE 2 OF 5

REQUIRED INFORMATION

In accordance with 22 CFR 124.12, the following information is provided:

(a)(1) DDTC Applicant Code is: M-5555.

(a)(2) The parties to this agreement are as follows:

Foreign Licensees:

Austrian Ministry of Defence
555 Von Trapp Way
Vienna, 5R5R5R, AUSTRIA
(and all locations in Austria)

Tony's Technical Things
555 Linzer Drive
Vienna, 5R5R5R, AUSTRIA
(and all locations in Austria)

US Signatory:

Anything For A Sale
555 Patriot Way
Washington, DC 20009
(and all locations in the United States)

The scope of the Agreement is to allow AFAS to perform defense services, disclose technical data and provide hardware for the design, integration, delivery, operation and maintenance of the Carmella 500 Tactical UAV, including its integrated Micro-Synthetic Aperture Radar, its launcher, launcher rail, recovery and refueling systems for end-use by the Austrian MOD in support of their XX program. A complete description of the items to be provided is included in Attachments A, B and C to the TAA. In addition, CCL controlled technology and hardware is to be provided as it will be used in and with USML items.

The proposed Agreement is valid until March 31, 2032.

(a)(3) The equipment/data that is the subject of this contract was not developed in furtherance of a U.S. government contract.

Note – If yes, identify the relative U.S. government contract (to include any relevant Foreign Military Sales (FMS) Case)

(a)(4) The highest U.S. military security classification of the equipment or technical data to be transferred under the terms of this agreement is Unclassified. No foreign classified information is involved.

Note – Identify the highest U.S. military security classification of the equipment or technical data



SCENARIO #1 TRANSMITTAL LETTER ANSWER

PAGE 3 OF 5

- (a)(5) There is no patent application known to AFAS that discloses any of the subject matter covered by an invention secrecy order issued by the U.S. Patent and Trademark Office.

Note – If yes, patents must be listed here.

- (a)(6) The estimated value of this Agreement is \$1,600,000.00 and is broken down as follows:

Line Number	Item	Value
1	Technical Data and Defense Services	\$1,100,000
2	Hardware <i>Permanent Export by DSP-5 or DSP-85 (Tooling/Support Equipment)</i>	\$250,000.00
3	<i>Permanent Export by DSP-5 or DSP-85 (Kits and Components incorporated into manufactured items (MLA only)</i>	N/A
4	<i>Temporary Export by DSP-73 or DSP-85 Temporary</i>	\$250,000.00
5	<i>Import by DSP-61 or DSP-85</i>	\$0
6	Total Licensed Hardware (sum of lines 2, 3, 4 & 5)	\$500,000.00
7	Hardware value for Congressional Notification (line 2)	\$250,000.00
8	Hardware manufactured abroad (MLA Only)	N/A
9	Agreement Total Value (Sum of lines 1, 6, & 8)	\$1,600,000.00
10	Congressional Notification Value (Sum of lines 1, 7 & 8)	1,350,000.00

This Agreement **DOES NOT** require Congressional Notification pursuant to §123.15 or §124.11.

Note – If yes, state as such and refer to the DDTC Agreement Guidelines for additional information that is required to be submitted with the application.

- (a)(7) No foreign military sales credits or loan guarantees will be involved in financing this Agreement.

Note – If yes, state as such.

- (a)(8) No U.S. military security classified data will be transferred to the Licensees or any foreign party pursuant to the Agreement; therefore, identification of the US government office that classified the information is not applicable.

Note – The agreement must describe any classified information involved (U.S. or foreign) and identify, from the DoD form DD 254, the address and phone number of the U.S. government office that classified the information and the classification source.



SCENARIO #1

TRANSMITTAL

LETTER

ANSWER

PAGE 4 OF 5



- (a)(9) No U.S. military security classified data will be transferred to the Licensees or any foreign party pursuant to the Agreement; therefore, identification of the Defense Security Service's (DSS) cognizant security office(s) is not applicable.

Note – For agreements that may require the export of classified information, the DSS cognizant security offices that have responsibility for the facilities of the U.S. parties to the agreement must be identified. The facility security clearance codes of the U.S. parties shall also be provided.

REQUIRED STATEMENTS

- (b)(1) If the Agreement is approved by the Department of State, such approval will not be construed by the applicant as passing on the legality of the Agreement from the standpoint of antitrust laws or other applicable statutes, nor will the applicant construe the Department's approval as constituting either approval or disapproval of any of the business terms or conditions between the parties to the Agreement.
- (b)(2) The applicant will not permit the proposed Agreement to enter into force until it has been approved by the Department of State.
- (b)(3) The applicant will furnish the Department of State with one copy of the signed Agreement within 30 days from the date that the Agreement is concluded and will inform the Department of its termination not less than 30 days prior to expiration and provide information on the continuation of any foreign rights or the flow of technical data to the foreign party. If a decision is made not to conclude the proposed Agreement, the applicant will so inform the Department within 60 days.

- (b)(4) If this Agreement grants any rights to sub-license, it will be amended to require that all sublicensing arrangements incorporate all the provisions of the basic Agreement that refer to the U.S. Government and the Department of State (i.e., ITAR 124.8 and 124.9).

Sublicensing rights **ARE NOT** granted to the licensee(s) under this Agreement as specified in Article I.4(b) of the proposed Agreement.

To facilitate U.S government consideration of this request, the following information is provided:

Defense articles will be shipped in furtherance of this Agreement via separate license (i.e., DSP-5, DSP73, etc.).

Note: If no state - "No defense articles (hardware) will be shipped in furtherance of this Agreement. Only technical data and/or defense services will be provided."

This Agreement relates to the following U.S. Munitions List Categories: VIII (a)(5), VIII (i), VIII (x), XI(a)(3)(ii), XI(d). VIII (a)(5) and XI(a)(3)(ii) are designated as Significant Military Equipment (SME).

A Non-Transfer and Use Certificate, Form DSP-83, as required for the transfer of Significant Military Equipment will be submitted with the DSP-5 License application.





SCENARIO #1

TRANSMITTAL

LETTER

ANSWER

PAGE 5 OF 5

The export contemplated herein does NOT involve the discussion, offer or release of systems, techniques, technologies, or capabilities described in DoDI-S-5230.28 nor the discussion, offer, or release of Critical Program Information.

This Agreement **DOES NOT** require Congressional Notification.



If you require additional information, please contact the undersigned at 555-544-5555 ext. 5688 or i.m.overworked@afas.com.

Sincerely,

I.M. Overworked
Empowered Official
Anything for A Sale
555-544-5555 ext. 5688
i.m.overworked@afas.com

TAA/MLA APPLICATION PACKAGE

- **Four main components:**
 - Transmittal Letter
 - **Proposed Agreement**
 - DSP-5 Vehicle Form
 - Empowered Official Certification
- Amplifying Data
 - Attachments, Annexes
 - Tech Data, HW Descriptions
 - SOWs
 - Etc.
 - Supporting Material
 - Executive Summary (Congressional)
 - Part 130 Statement
 - Etc.

Draft Agreement

**(22 CFR 124.7 –
22 CFR 124.9)**



Political-Military Affairs

U.S. DEPARTMENT of STATE

Distribution Limited to SIA Members/Attendees and Subject to SIA Code of Conduct

PROPOSED AGREEMENT

- **Preamble** - Identifies all parties by name, address and country
- **“WHEREAS” clauses** - Describe the roles and responsibilities of each party and the ultimate end use platform(s)
- **Definitions** - Listed, as needed, to better describe the commodity and allow for the use of acronyms or consolidated language throughout the remainder of the agreement
- **“NOW THEREFORE” clauses** – Per the Agreement Guidelines
- **Article I** – Provides Required Information per 22 CFR 124.7(a)(1) – (4)
- **Article II** – Required Statements per 22 CFR 124.8(a)
- **Article III** – Required Statements per 22 CFR 124.9(a) and (b)
 - Required for Manufacturing License Agreements (MLAs) only
- **“IN WITNESS WHEREOF”** – Closing paragraph
- **Signature Blocks** – One for each Signatory to the Agreement



PROPOSED AGREEMENT: 22 CFR 124.7(A)(1)

22 CFR 124.7(a)(1) – (Recommend labeling “Article I”)

- Describe all hardware for permanent or temporary export, or temporary import by separate license (or by exemption)
 - If hardware exports are not included, described or discussed in the body of the agreement, then state no hardware exports will be authorized
 - SME must be identified by nomenclature (e.g. “LN-200 INS Unit”)
 - If you include Paragraph (x) hardware, must delineate between USML and CCL hardware
- Identify and describe all hardware to be manufactured under the agreement



22 CFR 124.7(A)(2) & 124.7(A)(3)

22 CFR 124.7(a)(2) and 124.7(a)(3)

- Clear description of technical data and defense services to be provided and to whom
 - Reference attached SOW, if applicable
 - Specify rights granted
 - May include Paragraph (x) data (to cover CCL controlled Technology)
- Article I(3) (22 CFR 124.7(a)(3)): Duration (Expiration Date) of the agreement
 - Maximum of 10 years (Must include a specific date)
 - Follow expiration matrix in the Agreement Guidelines



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4)

22 CFR 124.7(a)(4)

- The applicant must specifically identify the countries or areas in which manufacturing, production, processing, sale or other form of transfer is to be licensed. More specifically, the applicant must address:

A: Territories / End-Users / Countries of all Foreign Licensees and Sublicensees

- Recommend using DDTC pre-formatted language which incorporates all three items above
 - Proposed Sales Territories (MLA's):
 - Proposed Marketing Territories: Each recipient of the marketing information must be listed by name



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

B: Sublicensing: Involves the **reexport or** retransfer of defense articles and/or technical data by the foreign licensee to a third party that is not a signatory to the agreement, but whose participation based on the scope of the agreement is essential

- Requests for foreign sublicensing must include the following:
 - Name, Country, and Full Address of the sublicensee(s)
 - Role of the sublicensee(s)
 - Defense articles to be transferred to the sublicensee(s)
 - Include Non-Disclosure Agreement (NDA) requirement within the text of the agreement, and requirement for applicant to maintain the NDA for 5-years past expiration of the agreement
- Since all U.S. Persons must be separately authorized to transfer defense articles (including technical data) and/or defense services to foreign parties, applicants are **no longer required** to include a statement concerning sublicensing to U.S. Persons in the agreement.

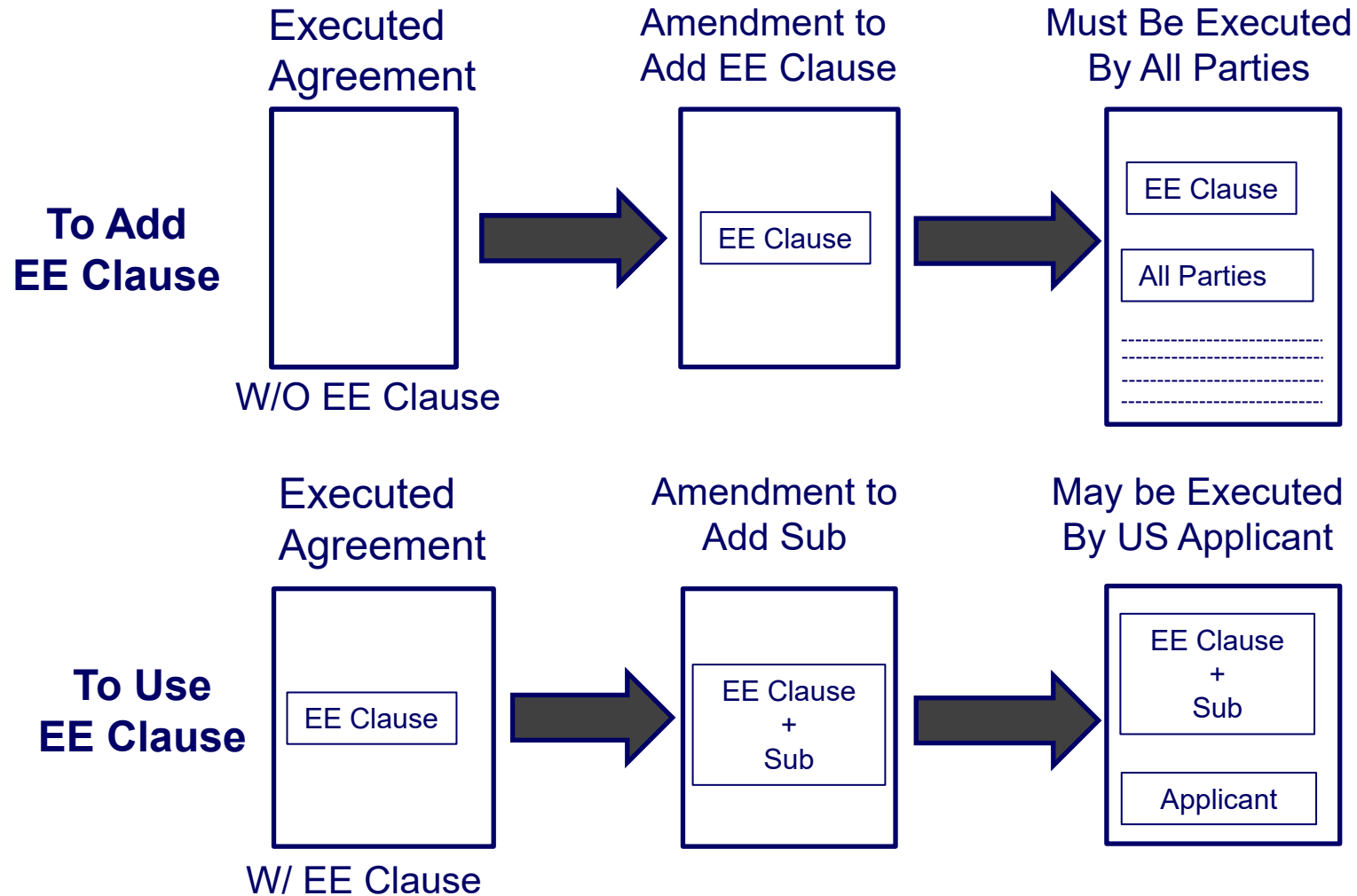


EXPEDITED EXECUTION

- EE streamlines processing if the sole purpose of an amendment is to...
 - Add sublicensees from a previously approved territory, and/or
 - Change the name or address of an existing sublicensees
- Expedited Execution MUST be requested in the amendment
- MAY NOT be used to add sublicensing rights where not previously authorized
- NO other changes to the agreement
- Allows the applicant's signature to constitute execution
- Clause MUST be included in the previously executed agreement before its provisions can be used
- DO NOT include EE language in an agreement with no sublicensing to foreign persons



EXPEDITED EXECUTION



Political-Military Affairs

U.S. DEPARTMENT of STATE

Distribution Limited to SIA Members/Attendees and Subject to SIA Code of Conduct

PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

C: Dual/Third Country Nationals (DN/TCN)

- DN – An individual who holds nationality from the country of their employer (who is a foreign licensee (or sublicensee) to the agreement) and also holds a nationality from one or more additional countries
- TCN – An individual who holds a nationality from a country other than the country of their employer (who is a foreign licensee (or sublicensee) to the agreement)

Per 22 CFR 120.51(b), the transfer of technical data to a DN/TCN is deemed to be a reexport to all countries to which the foreign person has held or holds citizenship or holds permanent residency



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

C: Dual/Third Country Nationals (DN/TCN)

- Transfer of technical data, defense articles or services to a foreign person, inside or outside the U.S., is adjudicated similarly as an export or reexport to that foreign country.
- **However:** Approval of a DN/TCN employee only authorizes transfer to that employee. **It does not authorize transfers to the country from which the employee derives.**



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

C: Dual/Third Country Nationals (DN/TCN)

- DDTC Vetting (As specifically authorized in this agreement)
 - Specific countries requested must be identified.
 - May be used for unclassified and classified transactions.
 - Specific agreement language specified in Agreement Guidelines for:
 - Classified transfers
 - Non-§ 126.1 Countries
 - § 126.1(d)(1) DN/TCNs
 - § 126.1(d)(2) DN/TCNs



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

C: Dual/Third Country Nationals (DN/TCN)

- Foreign Vetting (Pursuant to 126.18 Exemptions)
 - 126.18(c): For any nationality subject to specified criteria.
 - 126.18(d): For NATO, EU, Australia, Japan, New Zealand and Switzerland nationalities subject to specified criteria.
 - MAY ONLY BE USED FOR UNCLASSIFIED TRANSACTIONS
 - If the use of foreign vetting by 126.18 exemption is desired, the following language should be used:
 - Transfers of defense articles, to include technical data, to dual nationals and/or third country nationals by foreign licensees, consignees, sub-licensees, and end users authorized in the agreement may be conducted in accordance with §126.18.



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

D: Nationalities of Foreign Persons Employed by the Applicant (or other U.S. signatories)

- All foreign person employees of U.S. parties must be licensed on a DSP-5 (or DSP-85) only. Foreign person employees are not listed as individual signatories to an agreement.
- If any of the U.S. signatories have foreign person employees, the following statement should be made in 22 CFR 124.7(a)(4):

“The U.S. applicant (or U.S. Signatories) currently employs Dual/Third Country Nationals of the following countries who will participate in this program: ***(list nationalities)***.”



PROPOSED AGREEMENT: 22 CFR 124.7(A)(4) (CONT)

22 CFR 124.7(a)(4) – (cont)

E: “Non-Regular” Contract Employee Clause

If you are requesting use of “Non-Regular” Contract labor personnel, insert the following under 22 CFR 124.7(a)(4)(e):

“Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party, and that party is legally responsible for the employees’ actions with regard to transfer of ITAR controlled defense articles to include technical data, and defense services. **Transfers to the parent company by any contract employees are not authorized.** The party is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR controlled defense articles, technical data, and defense services.”



PROPOSED AGREEMENT: REQUIRED CLAUSES

22 CFR 124.8(a) Required Clauses

- Both TAAs and MLAs
- Six clauses
- **Must be verbatim**

22 CFR 124.9 Required Clauses

- Six additional clauses for MLAs 22 CFR 124.9(a)
- Two extra clauses for SME 22 CFR 124.9(b)
- **Must be verbatim with company/country names entered**

124.8 (a)(5) “The technical data or defense service exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a foreign person except pursuant to **22 CFR 126.7 or 126.18**, as specifically authorized in this agreement, or where prior written approval of the Department of State has been obtained.”





HELPFUL HINTS FOR DRAFTING THE AGREEMENT

- Get involved and Be Proactive - Work closely with the business as you prepare the application!
- ***Send the Agreement to all parties before submission to make sure there are no surprises.***
- Stay organized - Create a check list to make sure that you have all the required information and documents to include with your application.



HELPFUL HINTS FOR DRAFTING THE AGREEMENT

- Preamble
 - List all the Parties and their addresses
 - For entities with multiple addresses in the same country include the statement “(and all locations located in *Country x*)”
 - Double check against the Transmittal Letter to make sure that you have captured everyone and the addresses are the same
- “WHEREAS” clauses
 - Think about using one WHEREAS clause for each party to describe their roles and responsibilities. Make sure that you clearly paint the picture – who is doing what?



HELPFUL HINTS – IDENTIFYING HARDWARE

Clearly identify all hardware that may be exported or temporarily imported in furtherance of the Agreement. Be certain to include:

- Permanent Exports: Hardware being sold to the Foreign End-User; Parts and components being sent overseas for integration into hardware
- Temporary Exports: Loan or temporary use of tools, fixtures, test equipment, engineering modules; Hardware that may be returned to the foreign parties for repair or rework
- Temporary Imports: Hardware you may be borrowing from the foreign parties – tools, fixtures, test equipment, engineering development units



HELPFUL HINTS – IDENTIFYING TECH DATA & SERVICES

Clearly describe the technical data and defense services that you will be providing under the Agreement:

- Much of the information can be found in your Contract and/or Statement of Work
 - Technical data – Contract Deliverable Documents (CDRLs)
 - Defense Services – Scope of the contract, What meetings, training, operations, testing, etc. are you required to do under the Statement of Work
- Include Exhibits to your Agreement to include more details
 - Exhibit A – Technical Data
 - Exhibit B – Defense Services
 - Exhibit C – Hardware



HELPFUL HINTS – DUAL/THIRD COUNTRY NATIONALS & SUBLICENSEES

- Work with your signatories to make sure they understand the D/TCN requirements.
 - It is your responsibility to determine the nationality(ies) of all individuals that might have access to defense articles (including technical data) or defense services that will be transferred under the agreement
 - It is your responsibility to coordinate which DN/TCN options the foreign signatories will use for D/TCNs and include the appropriate language in the agreement
- Make sure your signatories make you aware of any Sublicensees
 - Ask if any third parties will require access to USML controlled defense articles or tech data being transferred under the agreement to support the Sublicensee's activities
 - **Remember** - There cannot be direct transfers of defense articles, technical data, or defense services between the U.S. parties to the agreement and the sublicensees – that would make them a signatory!



HELPFUL HINTS – THE SIGNATURES

- Signature Page
 - Must include a signature block for each U.S. and foreign licensee to the agreement (sublicensees do not sign)
 - DDTC expects the agreement to be submitted unsigned for review (Remember it's a proposed agreement!)
 - Executed copies may contain a single signature block per page



NON-DISCLOSURE AGREEMENTS

DN/TCN NDAs

- Required to be signed prior to transfer of defense articles, including technical data, or defense services to approved DN/TCNs,
- Acknowledges understanding of ITAR control on technical data provided and that reexport or retransfer will not take place without DDTC approval
- Certifies that ITAR controlled information has not been and will not be provided to 126.1 countries or persons
- DN/TCN NDA required for DN/TCNs vetted per 22 CFR 126.18(c)(2) for DN/TCNs requested pursuant to 22 CFR 124.8(a)(5)

Sublicensee Non-Disclosure Agreements (NDAs)

- Required for all sublicensees prior to receiving any transfer of defense articles/tech data
- Acknowledges understanding of Parts 120-130 and that reexport or retransfer will not take place without DDTC approval
- Has 22 CFR 124.8 and 124.9 clauses, as well as Non-Regular contract employee clause



SCENARIO #2 – TAA – AUS

CARMELLA 500 TUAV

THE ASSIGNMENT

- Using the Statement of Work and Transmittal Letter, fill in the blanks in the TAA.
- All defense articles to be exported, including any test and support equipment or advanced materials;
- A description of the assistance and technical data, including the design and manufacturing know-how involved, to be furnished;
- The duration of the agreement; and
- The countries or areas in which manufacturing, production, processing, sale or other form of transfer is to be licensed



EXERCISE #2 – QUESTIONS ABOUT THE TAA

Q: Where is the best place to look for help preparing a TAA?

A: Agreements Guidelines! Use the template!

Q: Which entities need to be listed as signatories?

A: AFAS (Signatory); Austrian MOD; Tony's Technical Things

Q: What is the territory for the agreement?

A: United States and Austria

Q: Is it a good idea to send a copy of the agreement to your signatories before submission to DDTC for review?

A: Yes

Q: Do I submit a signed agreement to DDTC to review?

A: No



SCENARIO #2

TECHNICAL ASSISTANCE AGREEMENT (TAA)

TECHNICAL ASSISTANCE AGREEMENT

This TECHNICAL ASSISTANCE AGREEMENT (TAA) is entered into between:

- Anything For A Sale (hereinafter referred to as “AFAS” or “Applicant), a corporation organized and existing under the laws of Delaware having offices at 555 Patriot Way, Washington, DC 20009, (and all locations in the United States); and
- Austrian Ministry of Defence (hereinafter referred to as “Austrian MOD” or “Foreign Licensee”), with offices at 555 Von Trapp Way, Vienna 5R5R5R Austria (and all locations in Austria); and
- Tony’s Technical Things (hereinafter referred to as “T-3” or “Foreign Licensee”), with offices at 555 Linzer Drive, Vienna 5R5R5R Austria (and all locations in Austria).

Note – In the Agreement, one location is all that is required for foreign governmental entities. For private companies, the primary business location where activity will occur under the agreement must be identified. If the private company has multiple locations in the same country that will be involved, you must include the phrase “(and all locations in [identify the country])”. If the same legal entity has business locations in different countries that will be involved, at least one address per legal entity per country must be identified as a signatory to the Agreement.

In the Agreement, AFAS, the Austrian MOD and T-3 may sometimes be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, AFAS manufactures the Carmella 500 Tactical UAV which meets the requirements of the Austrian MOD; and

WHEREAS, the Austrian MOD has purchased a Carmella 500 Tactical UAV for support of the XX Program; and

WHEREAS, T-3 is a subcontractor to AFAS, who will provide in-country maintenance and training for the Carmella 500 Tactical UAV; and

WHEREAS, the Parties desire to obtain U.S. Department of State approval for the transfer of the Technical Data, Defense Services, and Hardware related to the Carmella 500 Tactical UAV.

NOW THEREFORE, the Parties desire to enter into the Technical Assistance Agreement as follows:

1. This Technical Assistance Agreement is intended to authorize AFAS to provide technical data, defense services and hardware for the Carmella 500 Tactical UAV to the Austrian MOD and T-3 of Austria in support of the XX Program. T-3 will provide in-country maintenance and training for the Carmella 500 Tactical UAV to the Austrian MOD.
2. It is understood that this Technical Assistance Agreement is entered into as required under U.S. Government Regulations and as such, it is an independent Agreement between the Parties, the terms of which will prevail, notwithstanding any conflict or inconsistency that may be contained in other arrangements between the Parties on the subject matter.



SCENARIO #2

TAA

3. The Parties agree to comply with all applicable sections of the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State and that more particularly in accordance with such regulations the following conditions apply to this Agreement:

I. §124.7(a)

- (1) The hardware to be exported in furtherance of this agreement is the Carmella 500 Tactical UAV, integrated with a Micro-Synthetic Aperture Radar. USML Categories VIII (a)(5), VIII(x) and XI(a)(3)(ii). In addition, CCL commodities will be transferred that will be used in or with the USML defense articles. A complete description of the hardware is provided in Attachment C.

Note: If only technical data and/or defense services are to be provided state: "No defense articles (hardware) will be shipped in furtherance of this Agreement. Only technical data and/or defense services will be provided."

Note: Section 124.7(1) of the agreement/amendment must include a description of all hardware to be exported in furtherance of the agreement, including paragraph (x) hardware, if applicable. Section 124.7(1) must delineate, at least in general terms, between hardware subject to the USML and the CCL if the applicant wishes to submit IFO licenses that include paragraph (x) hardware.

- (2) The Austrian MOD has decided to purchase the Carmella 500 Tactical UAV from AFAS. T-3 will provide in-country maintenance and training. AFAS will provide technical data and defense services required by the Austrian MOD and T-3 for the design, integration, delivery, operation and maintenance as detailed in Attachments A and B. In addition, CCL technology will be transferred that will be used in or with the USML technical data and defense services.

Note: Section 124.7(2) of the agreement/amendment may require modification based on the upcoming proposed changes to definitions of defense services and technical data, as well as the underlying determination of what constitutes a defense article in accordance with §121.1 and §120.41.

- (3) This Agreement is valid through March 31, 2032.

- (4) Territory.

- a. The transfer of technical data, defense articles, and defense services is authorized between the United States and Austria for end-use by the Austrian MOD.

*Note: - List all countries of the foreign licensees and sublicensees
- If transfers need to occur outside the territories of the foreign signatories or sublicensees, the additional countries where transfers will occur must be defined in the agreement – See the DDTC Agreement Guidelines for additional guidance. - List all ultimate end-users to include U.S. end-users*

- b. Sublicensing rights are NOT granted to the foreign licensees.



SCENARIO #2

TAA

Note: If Sublicensing rights are granted to the foreign licensees, the following language is required:

“Sublicensing rights are granted to the foreign licensees (or list the specific foreign licensee). Sublicensees are identified in Attachment _____. Sublicensees are required to execute a Non-Disclosure Agreement (NDA) prior to provision of, or access to the defense articles, technical data or defense services. The executed NDA, referencing the DDTC Case number and incorporating all the provisions of the Agreement that refer to the United States government and the Department of State (i.e., §124.8 and §124.9), will be maintained on file by (the applicant) for five years from the expiration of the agreement.”

To request authorization of sublicensing, the attachment must include the following for each sublicensee:

- Name of the sublicensee
- Country of sublicensee
- Full address of sublicensee
- Role of the sublicensee
- Defense articles and technical data to be transferred to the sublicensee

If U.S. sublicensing is requested, the applicant must also include the following statement:

“This agreement authorizes sublicensing to U.S. Persons. Exports or temporary imports by the U.S. sublicensee must be conducted as part of a separate authorization initiated by the U.S. Person.”

c. Dual/Third Country National Employees are authorized as follows:

No Dual/Third Country Nationals are authorized under this agreement. This does not prevent the use of §126.18.

Note – If DDTC vetting pursuant to §124.8(5) is requested, include the following language:

Pursuant to §124.8(5), this agreement also authorizes access to defense articles and/or retransfer of technical data/defense services to individuals who are third country/dual national employees of the foreign licensees (and the approved sublicensees – if applicable). The exclusive nationalities authorized are: [insert list of nationalities]. Prior to any access or retransfer, the employee must execute a Non-Disclosure Agreement (NDA) referencing this DTC case number. The applicant must maintain copies of the executed NDAs for five years from the expiration of the Agreement.

See the DDTC Agreement Guidelines for additional guidance.

d. There are no Foreign Person Employees that will participate in this agreement.



SCENARIO #2

TAA

Note: In the event the U.S. applicant or other U.S. entities do employ foreign persons who will be involved in the transaction, include a positive statement and the list of nationalities.

- e. Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party, and that party is legally responsible for the employees' actions with regard to transfer of ITAR controlled defense articles to include technical data, and defense services. Transfers to the parent company by any contract employees are not authorized. The party is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR controlled defense articles, technical data, and defense services.

II. §124.8(a)

- (1) This Agreement shall not enter into force, and shall not be amended or extended, without the prior written approval of the Department of State of the U.S. Government.
- (2) This Agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.
- (3) The Parties to this Agreement agree that the obligations contained in this Agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the Parties may have individually or collectively with the U.S. Government.
- (4) No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement of privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this Agreement.
- (5) The technical data or defense service exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a foreign person except pursuant to §126.18, as specifically authorized in this agreement, or where prior written approval of the Department of State has been obtained.
- (6) All provisions in this Agreement which refer to the United States Government and the Department of State will remain binding on the Parties after the termination of the Agreement.

Note – If this is an MLA, additional verbatim clauses are required as per §124.9(a) and §124.9(b). See the DDTC Agreement guidelines for additional information.



SCENARIO #2

TAA

This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year of the last signature of this Agreement.

Anything for A Sale

By: _____
Name: _____
Title : _____
Date: _____

Tony's Technical Things

By: _____
Name: _____
Title : _____
Date: _____

Austrian Ministry of Defence

By: _____
Name: _____
Title : _____
Date: _____





SCENARIO #2

TAA

- ATTACHMENT A



TAA # _____

Attachment A

Technical Data to be furnished to the Foreign Parties in support of the Carmella 500 Tactical UAV

This document defines the level of technical data to be furnished to the Austrian Ministry of Defence (DOD) and Tony's Technical Things (T-3) of Austria in support of the Carmella 500 Tactical UAV.



The technical data to be provided during the course of the program is for customer support related to the integration, operation, maintenance, overhaul, program support, repair, testing, training, trouble-shooting, warranty repair / replacement, and other logistical support for the Carmella 500 Tactical UAV, its Micro-SAR equipment, launcher, launcher rail, recovery, and refueling systems, and other specially designed parts, components and attachments. In addition, CCL controlled technology will be provided as it is used in or with the USML technical data.



TECHNICAL DATA TO BE PROVIDED

- Equipment descriptions and available improvements
- Environmental specifications
- Mechanical design drawings
- Electrical/electronic design drawings and interface and control specifications
- Environment test screening information
- Integrated logistics support information
- Acceptance and functional test plan and procedures
- Installation, Training, and Maintenance Plans
- Regular, periodic management and status reports
- Quality management and test logs and reports
- Training materials and manuals
- Operation and maintenance manuals



SCENARIO #2

TAA

- ATTACHMENT B

TAA # _____

Attachment B

Defense Services to be furnished to the Foreign Parties in support of
the Carmella 500 Tactical UAV

DEFENSE SERVICES TO BE PROVIDED

Defense services will be provided consisting of the provision of technical data and other customer support related to the integration, operation, maintenance, overhaul, program support, repair, testing, training, trouble-shooting, warranty repair / replacement, and other logistical support of the Carmella 500 tactical UAV, including its Micro-SAR, its launcher, launcher rail, recovery, and refueling systems, and other specially designed parts, components and assemblies.

Intermediate Level Maintenance to be performed by T-3 within authorized territory. No Depot Level Maintenance Training or Technical Data will be transferred.





SCENARIO #2

TAA

- ATTACHMENT C

TAA # _____

Attachment C

Hardware to be furnished to the Foreign Parties in support of the
Carmella 500 Tactical UAV

DEFENSE ARTICLES TO BE EXPORTED AND/OR TEMPORARILY IMPORTED IN FURTHERANCE OF THIS AGREEMENT

The USML Defense Articles to be exported in furtherance of this Agreement include:

- The Carmella 500 Tactical UAV
- The Micro-Synthetic Aperture Radar (Micro SAR)



The agreement also authorizes the export of the following used in or with the USML defense articles:

- Carmella 500 Propeller (9A610.y.25)
- Carmella 500 Launcher (9A610.x)
- Carmella 500 Launch Rail (9A610.x)
- Carmella 500 Composite Tail Section (9A610.t)
- Carmella 500 Ground Refueling System (9A610.f)
- Associated Parts, Components and Attachments (9A610.x)



ECR Note – If this agreement is intended to cover both USML and CCL hardware (the new paragraph (x) under the recently released USML categories – hardware to be used in or with defense articles), add an addition section which details the paragraph (x) items to be exported.

TAA/MLA APPLICATION PACKAGE

- **Four main components:**

- Transmittal Letter
- Proposed Agreement
- **DSP-5 Vehicle Form**
- Empowered Official Certification

- Amplifying Data

- Attachments, Annexes
 - Tech Data, Hardware Descriptions
 - SOWs
 - Etc.
- Supporting Material
 - Executive Summary (Congressional)
 - Part 130 Statement
 - Etc.

**DSP-5
Vehicle
Form**



DSP-5 “VEHICLE”

- The DSP-5 was originally created as a vehicle for license exports, not the submission of agreements.
- The Guidelines for Preparing Agreements has information to assist applicants with using the DSP-5 vehicle to submit an agreement (Section 3)
- The DSP-5 cannot be modified by the applicant (or DDTC personnel) once an application has been submitted, and a DSP-5 number has been assigned to the submission.

The license form itself is not an authorization!





DSP-5 “VEHICLE”

Application for Permanent Export of Unclassified Defense Articles, Related Technical Data, and Defense Services

Estimated Burden: 1 Hour

Paperwork Reduction Act Statement: Public reporting burden for this collection of information is estimated to average 1 hour per response, including time required for searching existing data sources, gathering the necessary data, providing the information required, and reviewing the final collection. Send comments on the accuracy of this estimate of the burden and recommendations for reducing it to: Department of State (A/GIS/DIR) Washington, D.C. 20520.

Transaction Number  *

The first three characters of the Transaction Number must be “AG-” for the DECCS system to recognize the submission as an agreement. The applicant can use any alpha-numeric label after the “AG-”. Do not include spaces in the transaction number.



DSP-5 “VEHICLE”

Classified information must NOT be included, or referred to, in the form.

Classified information must be sent separately to PM/DDTC in accordance with Defense Security Service guidelines. For issues that may pertain to classified information, contact

- Select -

22 CFR §126.13 Certification Letter
22 CFR §127.11 Exception to Policy Letter
Basic Ordering Agreement
Contract
DSP-83
Firearms and Ammunitions Import Permit
Firearms and Ammunitions Letter of Explanation
Letter of Intent
Other Amplifying Data
Part 130 Report
PM/DDTC Sec 126.8 Prior Approval
Precedent (identical/similar) Cases
Product Brochures
Purchase Order
Supplementary Explanation of Transaction
Technical Data to Support Hardware License
Technical Drawings, Schematics, or Blue Prints

- Select -

Document to upload:

Choose File No file chosen

Upload

Upload documents as required:
Transmittal Letter = “Supplementary Explanation of Transaction”
Agreement = “Contract”
Cert Letter = “Certification Letter”
Positive Part 130 = “Part 130 Report”
Last Approved Agreement/Amendment = “Precedent (identical/similar) Cases”



DSP-5 “VEHICLE”

Select & add countries of ultimate destination - Foreign Licensees, End-User(s), Marketing & Distribution recipients (Must match countries listed in Block 14)

Start

DDTC Registration Code

Country of Ultimate Destination

Probable Port of Exit from U.S.

Applicant

✓ U.S. Government Personnel

Applicant Contact

Description of Transaction

Commodities

Foreign End-User

BLOCK 3

Country of Ultimate Destination

Select at least one Country of Ultimate Destination. For each Country of Ultimate Destination identified in Block 3, there must be at least one Foreign End-User identified in Block 14. If the commodity(ies) to be shipped include hardware, only one Country of Ultimate Destination may be selected. To add a country, select a country from the drop-down and click the add button. All countries selected will be displayed in the selected countries box. To remove any countries, click the red x button.

Add Destination Country

- Select Country -

+ Add

Selected Countries

No Countries Selected



DSP-5 “VEHICLE”

DSP-5
Licensing Form

Start

DDTC Registration Code

Country of Ultimate Destination

Probable Port of Exit from U.S.

Applicant

✓ U.S. Government Personnel

Applicant Contact

Description of Transaction

Commodities

Foreign End-User

Manufacturer of Commodity

Foreign Consignee

Source of Commodity

Foreign Intermediate Consignee

U.S. Seller

Specific Purpose

U.S. Consignor/Freight Forwarder

BLOCK 8

Description of Transaction

A. This application represents: ? *

☒ ONLY a completely new shipment

☐ ONLY the unshipped balance under license numbers

☐ B. This application has related license # ?

☐ C. This application is in reference to agreement # ?

D. If the commodity is being financed under *

☐ Foreign Military Sale

☐ Foreign Military Financing

☐ Grant Aid Program

☐ Not Applicable

E. This application is related to a disclosure filed with Defense Trade Controls Compliance *

☐ No

☐ Yes

For New Agreements – Check “ONLY completely new shipment”

For Amendments – Check “ONLY the unshipped balance under license numbers”

For New Agreements – leave blank

For Amendments – Select. Then click “enter agreement numbers” to identify any prior amendments and base agreement numbers.



DSP-5 “VEHICLE”

Applicant

- ✓ U.S. Government Personnel
- Applicant Contact
- Description of Transaction
- Commodities**
- Foreign End-User
- Manufacturer of Commodity
- Foreign Consignee
- Source of Commodity
- Foreign Intermediate Consignee
- U.S. Seller
- Specific Purpose
- U.S. Consignor/Freight Forwarder
- Applicant's Statement

(1) - Commodity

Quantity

Quantity ② *

Unit Type ② *

Commodity Description

Commodity ② *

Defense Article Type ② *

USML Category

USML Category ② *

- Select -

- Select -

U.S. Dollar Value

Provide all required dollar value information in U.S. dollars only. Line item to

Unit Price ② *

Line Item Total ②

Always:
Quantity – “1”
Unit Type- “Lots”

Type in agreement type (TAA, MLA, WDA), concise description of commodities, SME status (e.g., “No SME”), highest level of classification of items to be exported, all USML categories and subcategories proposed for export or temporary import, and Total Agreement Value.

Always select Technical Data

Fill in the primary Technical Data category based on the overall scope of the agreement. DO NOT select a hardware category. Enter only one category

New Agreements: Enter total Agreement Value.

Amendments: Enter value increase. If no increase, enter \$1.

WDAs (new and amendments): Enter \$1 since no value associated with WDAs.



DSP-5 “VEHICLE”

DSP-5
Licensing Form

Start

DDTC Registration Code

Country of Ultimate Destination

Probable Port of Exit from U.S.

Applicant

✓ U.S. Government Personnel

Applicant Contact

Description of Transaction

Commodities

Foreign End-User

Manufacturer of Commodity

Foreign Consignee

Source of Commodity

Foreign Intermediate Consignee

U.S. Seller

Specific Purpose

U.S. Consignor/Freight Forwarder

Applicant's Statement

BLOCK 14
Foreign End-User
At least one foreign end user must be provided. If there are multiple countries of ultimate destinations (

(1) - Foreign End User

Name ? *

Address ? *

City *

Country *

- Select Country -

List all Foreign Signatories, End Users, Transfer Territories, and Space Launch Territories.

Make sure to look at the DSP-5 Vehicle guidance in the Agreement Guidelines for proper format for each type of party!



DSP-5 “VEHICLE”

DSP-5

Licensing Form

Start

DDTC Registration Code

Country of Ultimate Destination

Probable Port of Exit from U.S.

Applicant

✓ U.S. Government Personnel

Applicant Contact

Description of Transaction

Commodities

Foreign End-User

Manufacturer of Commodity

Foreign Consignee

Source of Commodity

Foreign Intermediate Consignee

U.S. Seller

Specific Purpose

U.S. Consignor/Freight Forwarder

Applicant's Statement

BLOCK 16

Foreign Consignee

At least one foreign consignee must be provided. More than one foreign consignee can be listed.

☐ Same as Block 14 ?

(1) - Foreign Consignee

Name ? *

Address ? *

City *

Country *

- Select Country -

TAA/MLA: List all Sublicensees.

WDA: List all foreign intermediaries and integrators.

If none, enter “No Sublicensees” in the Name block, with “N/A” in the address blocks. Must include the primary country from the TAA in the country box.

Do not check the “Same as Block 14” box!!!



DSP-5 “VEHICLE”

Start

DDTC Registration Code

Country of Ultimate Destination

Probable Port of Exit from U.S.

Applicant

✓ U.S. Government Personnel

Applicant Contact

Description of Transaction

Commodities

Foreign End-User

Manufacturer of Commodity

Foreign Consignee

Source of Commodity

Foreign Intermediate Consignee

U.S. Seller

Specific Purpose

U.S. Consignor/Freight Forwarder

Applicant's Statement

BLOCK 18

Foreign Intermediate Consignee

If applicable, list all foreign intermediate consignees that may receive the goods for onward movement to the foreign consignee or foreign end user. click the "Add" button.

☐ None

(1) - Foreign Intermediate Consignee

Name ⓘ *

Address ⓘ *

City *

Country *

- Select Country -

Role ⓘ *

List countries of all Dual/Third Country Nationals pursuant to 124.8(a)(5) here.

If **only** using 126.18 (c) and/or (d), check “None”.

Note: DN/TCN from 126.1 (d)(1) countries must be listed by name

If launch services apply – identify known or potential foreign launch services providers



DSP-5 “VEHICLE”

DSP-5
Licensing Form

Start

DDTC Registration Code

Country of Ultimate Destination

Probable Port of Exit from U.S.

Applicant

✓ U.S. Government Personnel

Applicant Contact

Description of Transaction

Commodities

Foreign End-User

Manufacturer of Commodity

Foreign Consignee

Source of Commodity

Foreign Intermediate Consignee

U.S. Seller

Specific Purpose

BLOCK 20

Specific Purpose

Select at least one:

☐ Off-Shore ?

☐ Request for Prior Approval (22 CFR 126.8) ?

☐ Brokering (22 CFR 129) ?

☐ Other (Please Provide Details) ?

Specific Purpose ? *

Back

Check “other”

Block 20 should list a concise narrative describing the purpose of the submission (to include amendment modifications, any other significant issues, and any RWAs).

For Amendments, start description with “This is amendment No. XX to TA/MA/DA XXX” and summarize need for amendment.



DSP-5 “VEHICLE”

22 CFR 126.13 Certification *

- a. ☐ I am authorized by the applicant to certify that the applicant and all the parties to the transaction can meet in full the conditions of 22 CFR 126.13 as listed above.
- b. ☐ I am authorized by the applicant to certify to 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. A request for an exception to policy, as described in 22 CFR 127.11 of the ITAR, is attached.
- c. ☐ I am authorized by the applicant to certify to 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. However that party has met the conditions imposed by the Directorate of Defense Trade Controls in order to resume standard submission of applications, not requiring an exception to policy as described in Section 127.11 of the ITAR.
- d. ☐ I am not authorized by the applicant to certify the conditions of 22 CFR 126.13. The applicant and all of the parties to the transaction can meet in full the conditions of 22 CFR 126.13 as listed above. Please see the attached letter from an official that is authorized by the applicant to certify to the conditions of 22 CFR 126.13.
- e. ☐ I am not authorized by the applicant to certify the conditions of 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. A request for an exception to policy, as described in 22 CFR 127.11 of the ITAR, and a letter from an official that is authorized by the applicant to certify to the conditions of 22 CFR 126.13 are attached.
- f. ☐ I am not authorized by the applicant to certify to 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. However that party has met the conditions imposed by the Directorate of Defense Trade Controls in order to resume standard submission of applications, not requiring an exception to policy as described in 22 CFR 127.11 of the ITAR. Please see the attached letter from an official that is authorized by the applicant to certify to the conditions of 22 CFR 126.13.

This satisfies the Empowered Official
Certification requirement of the Agreement
Package

DSP-5 “VEHICLE” SUBMISSION ERRORS

- **Block 10** must state “TECHNICAL DATA”
- **Block 11** must identify primary USML tech data category – e.g., XI(d)
- **Block 11/12** must NOT be multiple tech data categories or split values
- **Block 12** must declare the value (or change in value for amendments)
- **Block 14** must contain ALL foreign licensees, end users, sales/marketing territories, and transfer territories
- **Block 16** must contain ALL sublicensees
- **Block 18** must identify ALL dual nationals and third-country nationals requested for DDTC vetting
- **Block 20** must contain ALL end-use platforms and variants 
- **Block 21** must contain ALL U.S. signatories/subsidiaries
- **Block 22** Part 130 statement must be correct



AGREEMENT APPLICATION ADJUDICATION

- STEP 1- U.S. person (applicant) submits an agreement request to DDTC via DSP-5 Vehicle
- STEP 2 - Once received by DoS, the request is routed to the appropriate agreements team within DDTC
- STEP 3 – An Agreements Officer reviews and staffs, as appropriate



AGREEMENT APPLICATION ADJUDICATION

Primary Staffing Agencies:

- DoW (DTSA) – Technical review, National Security issues
- Regional Bureau Desks
 - Western Hemisphere, European and Eurasian, South and Central Asian, African, East Asian and Pacific, and Near Eastern Affairs
- FAO/VA – Reviews for human rights (Formerly DRL)
- RSAT – Regional stability issues
- Other Agencies:
 - MTEC – Missile Technology
 - NASA – NASA-related programs
 - RSIWG – Space remote sensing (Formerly ISN/CATR)
 - OES – Foreign non-commercial satellite



AGREEMENT APPLICATION ADJUDICATION

STEP 4 – DDTC Receives staffing agencies' positions

- Agencies recommend one of the following:
 - Approve with Proviso
 - Return Without Action (RWA) – does not meet requirements, but deemed correctable
 - Denial – cannot be corrected. Inconsistent with national security or foreign policy
- Individual comments are termed “provisos”
 - Requires action from applicant prior to agreement execution
- DDTC incorporates staffing agency provisos with DDTC provisos into finalized response DSP-5 to applicant



AGREEMENT PROVISOS

- Provisos will accompany EVERY Approval
 - Restrictions, Limitations, etc.
 - “Prior to execution, the applicant must...”
- TAAs – Minimum 2 Provisos
- MLAs – Minimum 4 Provisos
- Amendments – All previously numbered provisos will be included on amendment approvals. Previously issued provisos will be modified/deleted as necessary (e.g. compliance with a directive or modified through a proviso reconsideration request) but the numbering system will remain the same throughout.





EXERCISE #3 – SOME QUESTIONS FIRST

Q: What should my Transaction Number start with?

A: AG!

Q: What USML Category must always be selected?

A: The primary Technical Data category

Q: Where do Sublicensees go in the DSP-5 Vehicle?

A: Block 16

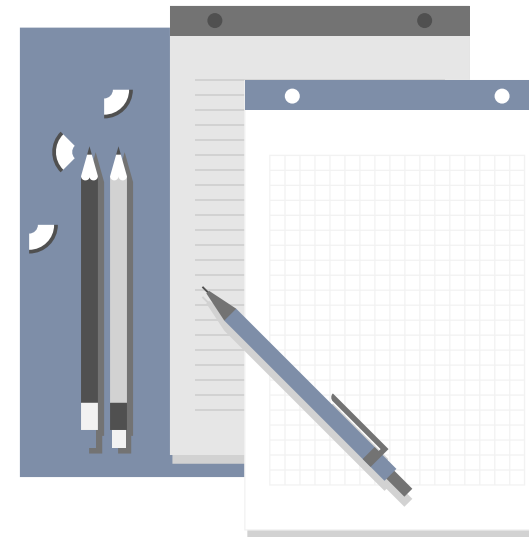
Q: Is DDTC the only agency that reviews an agreement?

A: No! Primary staffing agencies are DoW, Regional Bureau Desks, DRL, and RSAT



DRAFTING THE DSP-5 VEHICLE

Now grab your copy of
the DSP-5 in your
materials and follow
along!





THE COMPLETED DSP-5 VEHICLE

✓ Start

✓ DDTC Registration Code

✓ Country of Ultimate Destination

✓ Probable Port of Exit from U.S.

✓ Applicant

✓ U.S. Government Personnel

✓ Applicant Contact

✓ Description of Transaction

✓ Commodities

✓ Foreign End-User

✓ Manufacturer of Commodity

✓ Foreign Consignee

✓ Source of Commodity

✓ Foreign Intermediate Consignee

✓ U.S. Seller

✓ Specific Purpose

✓ U.S. Consignor/Freight Forwarder

✓ Applicant's Statement

C2 - Confidential

Application for Permanent Export of Unclassified Defense Articles, Related Technical Data, and Defense Services

Estimated Burden: 1 Hour

Paperwork Reduction Act Statement: Public reporting burden for this collection of information is estimated to average 1 hour per response, including time required for searching existing data sources, gathering the necessary data, providing the information required, and reviewing the final collection. Send comments on the accuracy of this estimate of the burden and recommendations for reducing it to: Department of State (A/GIS/DIR) Washington, D.C. 20520.

Transaction Number ⓘ *

AG-AFAS.02 Marketing Tech Data



Classified Information must NOT be included, or referred to, in the form.

Classified information must be sent separately to PM/DDTC in accordance with Defense Security Service guidelines. For issues that may pertain to classified information, contact the DDTC Response Team.

☐ Classified information is being sent under separate cover ⓘ

Documents

Document Type	File Name	
Supplementary Explanation of Transaction	Carmella LOT.pdf	
Contract	Carmella agreement.pdf	



UNITED STATES OF AMERICA DEPARTMENT OF STATE			
APPLICATION FOR PERMANENT EXPORT OF UNCLASSIFIED DEFENSE ARTICLES, RELATED TECHNICAL DATA, AND DEFENSE SERVICES			
1. Date Prepared	2. DDTC Registration Code	3. Country of Ultimate Destination	4. Probable Port of Exit from U.S.
02/27/2025	M5555	Austria	Not Required
5. Applicant Applicant Type: Manufacturer Anything For A Sale. Attention: I.M. Overworked 555 Patriot Way Washington DC 20009 United States 555-544-5555			
6. U.S. Government Personnel (not PM/DDTC) Familiar with Commodity Maj. Cool 123-456-7890 Agency: Air Force			
7. Applicant Contact for Additional Information I.M. Overworked 555-544-5555 ext. 5688			

**8. Description of Transaction**

A. This application represents ONLY a completely new shipment

B. This Application has related license #

☒ was licensed to the country in Block 3 of the first page under license # 050123456

☐ was licensed to other countries under license #

☐ was returned without action under voided license #

☐ was denied to the country in Block 3 of the first page under voided license #

C. This Application is in reference to agreement #

DSP-5

Page 2 of 6

D. If the commodity is being financed under

☒ Not Applicable

☐ Foreign Military Sale #

☐ Foreign Military Financing #

☐ Grant Aid Program #

E. This application is related to a disclosure filed with Defense Trade Controls Compliance ☒ No ☐ Yes



E. This application is related to a disclosure filed with Defense Trade Controls Compliance ☒ No ☐ Yes

Item	9. Quantity	10. Commodity	11. USML Category	12. \$ Value
1	Quantity: 1 Unit Type: Lots	Technical Assistance Agreement for the design, integration, delivery operation and maintenance of the Carmella 500 Tactical UAV System USML Categories VIII (a)(5), VIII(i), VIII(x), XI(a)(3)(ii), XI(d); SME, Unclassified, Total Value is \$1,600,000. Defense Article Type: Technical Data	VIII (i)	\$1,600,000
2	Quantity: 1 Unit Type: Lots	All documents uploaded Defense Article Type: Technical Data	VIII (i)	\$1

13. Total Value \$1,600,001

14. Foreign End-User

Austrian Ministry of Defence
555 Von Trapp Way (and all locations in Austria)
Vienna 5R5R5R Austria

Tony's Technical Things
555 Linzer Drive (and all locations in Austria)
Vienna 5R5R5R Austria



vienna 3K3K3K AUSTRIA

15. Manufacturer of Commodity

Anything For A Sale
555 Patriot Way, (and all locations in the United States)
Washington DC 20009 United States

16. Foreign Consignee

No Sublicensees
n/a
n/a Austria

DSP-5

Page 2 of 6

17. Source of Commodity

Anything For A Sale
555 Patriot Way, (and all locations in the United States)
Washington DC 20009 United States

18. Foreign Intermediate Consignee☒ None**19. U.S. Seller**

Anything For A Sale
555 Patriot Way, (and all locations in the United States)
Washington DC 20009 United States

**20. Specific Purpose**

- ☐ Off-Shore procurement
- ☐ Brokering (22 CFR 129)
- ☐ Request for Prior Approval (22 CFR 126.8)
- ☒ Other

Technical Assistance Agreement to allow AFAS to provide technical data, hardware and defense services to the Austrian MOD and T-3 for the design, integration, delivery, operation and maintenance of the Carmella 500 Tactical UAV System, for end use by Austrian MOD for the XX Program.

21. U.S. Consignor/Freight Forwarder

Anything For A Sale
555 Patriot Way, (and all locations in the United States)
Washington DC 20009 United States

**22. Applicant's Statement**

I, I.M. Overworked, an empowered official (22 CFR 120.25) or an official of a foreign government entity in the U.S., hereby apply for a license to complete the transaction described above; warrant the truth of all statements made herein; and acknowledge, understand and will comply with the provisions of 22 CFR 120-130, and any conditions and limitations imposed.

I am authorized by the applicant to certify the following in compliance with 22 CFR 126.13:

(1) Neither the applicant, its chief executive officer, president, vice presidents, other senior officers or officials (e.g., comptroller, treasurer, general counsel) nor any member of its board of directors is:

(a) the subject of an indictment for or has been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976); or

(b) ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from any agency of the U.S. Government;

(2) To the best of the applicant's knowledge, no party to the export as defined in 22 CFR 126.7(e) has been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976); or is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from any agency of the U.S. Government; and

22 CFR 126.13 Certification

☒ a. I am authorized by the applicant to certify that the applicant and all the parties to the transaction can meet in full the conditions of 22 CFR 126.13 as listed above.

☐ b. I am authorized by the applicant to certify to 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. A request for an exception to policy, as described in 22 CFR 127.11 of the ITAR, is attached.

☐ c. I am authorized by the applicant to certify to 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. However that party has met the conditions imposed by the Directorate of Defense Trade Controls in order to resume standard submission of applications, not requiring an exception to policy as described in 22 CFR 127.11 of the ITAR.

☐ d. I am not authorized by the applicant to certify the conditions of 22 CFR 126.13. The applicant and all the parties to the transaction can meet in full the conditions of 22 CFR 126.13 as listed above. Please see the attached letter from an official that is authorized by the applicant to certify to the conditions of 22 CFR 126.13.

☐ e. I am not authorized by the applicant to certify the conditions of 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. A request for an exception to policy, as described in 22 CFR 127.11 of the ITAR, and a letter from an official that is authorized by the applicant to certify to the conditions of 22 CFR 126.13 are attached.



☐ f. I am not authorized by the applicant to certify to 22 CFR 126.13. The applicant or one of the parties of the transaction cannot meet one or more of the conditions of 22 CFR 126.13 as listed above. However that party has met the conditions imposed by the Directorate of Defense Trade Controls in order to resume standard submission of applications, not requiring an exception to policy as described in 22 CFR 127.11 of the ITAR. Please see the attached letter from an official that is authorized by the applicant to certify to the conditions of 22 CFR 126.13.

Compliance with 22 CFR 130

☐ This transaction does not meet the requirements of 22 CFR 130.2.

☒ This transaction meets the requirements of 22 CFR 130.2. The applicant or its vendors have not paid, nor offered, nor agreed to pay, in respect of any sale for which a license or approval is requested, political contributions, fees or commissions in amounts as specified in 22 CFR 130.9(a).

☐ The applicant or its vendors have paid, or offered, or agreed to pay, in respect of any sale for which a license or approval is requested, political contributions, fees or commissions in amounts as specified in 22 CFR 130.9(a). Information required under 22 CFR 130.10 is attached.

☐ I am not authorized by the applicant to certify the conditions of 22 CFR 130.9(a). Please see the attached letter for such certification.

CONDITIONS OF ISSUANCE

1. This license is issued under the conditions cited in 22 CFR 120-130, including the conditions and limitations as applicable, that:

A. It shall not be construed as implying U.S. Government approval or commitment to authorize future exports of any defense article (hardware or technical data) on the U.S. Munitions List (USML), or a U.S. Government commitment with regard to any proposed manufacturing license, technical assistance or distribution agreement that may result from a license or other approval.

B. If a license is issued for technical data only, it does not authorize the export of any hardware; if a license is issued for hardware only, it does not authorize the export of any technical data, unless specifically authorized by an exemption.

C. The issuance of this license does not release the applicant, or anyone acting on their behalf, from complying with other requirements of U.S. law and regulations.

D. This transaction may be subject to end-use monitoring by the United States Government.

2. The prior written approval of the Department of State, Directorate of Defense Trade Controls, must be obtained before USML defense articles exported from the U.S. using a license or other approval, to include an ITAR exemption, may be resold, transferred, diverted, transshipped, re-exported to, or used in any country, or by any end user or for any end use, other than that described on the license or other approval.



YOU'VE GOTTEN THE APPROVAL





POST-APPROVAL UPLOADS

- Upload Signed Agreement (Within 30 days) - must be accompanied by a cover letter that includes the information required under § 124.4(b)(1)-(4).
 - Did you remove any parties
 - Did you remove scope due to the provisos
 - Did you include language as required by the provisos
- Upload notification letter that tech data exports have begun (22 CFR 123.22(b)(3)(ii)) – must be submitted BEFORE initial export
- DSP-83s (Uploaded with Signed Agreement when applicable & Comply with Proviso Instructions) (22 CFR 124.10)
- Status of Unsigned Agreements (Annually) (22 CFR 124.4)
- Decision to Not Conclude (Within 60 days) (22 CFR 124.5)
- Termination/Expiration (At least 30 days prior) (22 CFR 124.6)
- Sales Reports for MLAs/WDAs (Annually) (22 CFR 124.9(a)(5) and 124.14(c)(6))



AGREEMENT IMPLEMENTATION

- Review the approval with your team and make sure they understand what they can and cannot do
- Can you work within the scope of the provisos?
 - Do you need to do a Proviso Reconsideration?
- Look at the DSP-5 Vehicle Approval for any required changes prior to execution
 - Do the provisos require you to remove scope?
 - Do the provisos ask you to change or include language prior to signature?
- Make the necessary changes and send out for signature & make sure partners are aware of those changes!



HELPFUL HINTS FOR IMPLEMENTATION

- Develop an internal control plan for your team to use that discusses:
 - Your pre-export internal technical data review and release processes
 - Recordkeeping requirements and activity tracking
 - Value decrementation
 - Maintain records in an orderly and auditable fashion
 - Conduct periodic audits to ensure activity is still consistent with the Agreement scope and provisos
 - Training Requirements for all employees working under the Agreement and have them certify that they understand the scope and limitations
 - If it is a long-term agreement, schedule annual refresher training



HELPFUL HINTS FOR IMPLEMENTATION

- Make sure that you've met all the conditions of the Agreement approval before you begin exporting:
 - Executed by all Parties
 - Everything uploaded?
 - Dual and Third Country National NDAs
 - Sublicensing NDAs
 - Special DTSA provisos (TTCP approval, monitoring requirements, pre-notification requirements)



LICENSES IN FURTHERANCE OF

Defense article “*in furtherance of*” an agreement:

- Exported by the agreement holder or another U.S. signatory
- Must be included (described/identified) in the agreement scope
- Will be counted against the value of hardware exports authorized under the agreement—must be present in the Transmittal Letter

Defense article “*in support of*” an agreement:

- Exported by **another** U.S. company indirectly relating to the agreement—does not count against hardware value
- Frames the purpose/end-use of articles being exported, so the license adjudicators better understand the overall effort
- In most circumstances, an “in support” license should **not** list the agreement holder or other U.S. signatories of the agreement as the source or manufacturer of the defense article being exported.



LICENSES IN FURTHERANCE OF

- Proviso in the USG Approval will indicate the authorized value of hardware exported by separate license.
- Hardware must be identified in the Agreement under 22 CFR 124.7(a)(1).
- License value must not exceed the hardware values in 22 CFR 124.12(a)(6) of the Transmittal Letter.
- IFO License values must include paragraph (x) values (for AES and Customs Purposes)

Only the USML hardware will be decremented against the agreement



LICENSES IN FURTHERANCE OF

Requirements for licenses ***“in furtherance of”*** an agreement:

- The agreement/amendment authorizing the hardware **MUST** be approved prior to hardware license request
- License request **MUST** be submitted by agreement holder or another U.S. signatory
- End-user identified on request **MUST** be a foreign licensee or end-user
- First foreign consignee (not intermediate consignee) to receive hardware **MUST** be a foreign licensee or end-user
- Purpose block of request **MUST** include the words “In Furtherance of TA/MA/DA XXXX-XX” on the first line



LICENSES IN FURTHERANCE OF

Requirements for Licenses “*in furtherance of*” an agreement (cont’d):

- Request must be submitted with proper support documentation
 - Purchase Order, Letter of Intent, Contract, or Request for Goods from the foreign party to the applicant—MUST I.D. the relevant agreement
 - DSP-83 for Significant Military Equipment (SME)
 - Letter of Explanation from the holder of the agreement, signed by the empowered official and must contain certain criteria (e.g., agreement execution history, hardware proviso/identification, valuation, certifications)



HELPFUL HINTS FOR MAINTAINING AGREEMENT

Periodically review with program personnel and foreign parties to identify any changes to:

Parties

Hardware shipments

Values

Scope of work
(technology / activities),
watch for “scope creep”



Do not initiate changes until an amendment is approved and executed!

AND THEN THINGS CHANGE...



AMENDMENT NEEDED: NOW WHAT?

- Once an agreement is approved by DTCL, any changes to the agreement must be made via an amendment
- **Why Amend?**
 - Expand scope, increase value, add parties:
 - Addition of new hardware
 - Expansion of Statement of Work
 - Transfer of additional technical data
 - Expansion of sales or marketing territory (*new countries*)
 - Add foreign licensees/sub-licensees
 - New dual/third country national
 - Addition of new programs
 - Proviso Reconsideration



AMENDMENTS

Minor Amendment

- “Minor” = Changes NOT requiring prior DDTC approval
 - Alter Delivery and Performance Schedules
 - Minor Administrative Changes
 - Address Changes (within the same country)
 - For the same legal entity, add or remove additional locations/addresses in the same country
 - Typographical Correction (Not Affecting Scope)
 - Remove a party or sublicensee
 - Incorporate Export Reform changes



MAJOR AMENDMENTS SUBMISSION

- Transmittal Letter
 - Address all 22 CFR 124.12(a) information
 - Note item as **CHANGE** or **NO CHANGE**
 - Include all 22 CFR 124.12(b) verbatim clauses
 - For MLAs, include summary table of Annual Sales to-date
- Amendment (must be “conformed”)

Requires same basic elements as a new agreement application



MAJOR AMENDMENTS: 22 CFR 124.12(A)(6)

Line Number	Item	Currently Approved under TA xxxx-xx	Proposed Amendment	New Total
1	Technical Data and Defense Services	\$1,000,000	\$200,000	\$1,200,000
2	Hardware Permanent Export by DSP-5 or DSP-85 (Tooling/Support Equipment)	\$21,000,000	\$500,000	\$21,500,000
3	Permanent Export by DSP-5 or DSP-85 (Kits/Components) (MLA only)	N/A	N/A	N/A
4	Temporary Export by DSP-73 or DSP-85	\$3,000,000	\$0	\$3,000,000
5	Temporary Import by DSP-61 or DSP-85	\$4,000,000	\$0	\$4,000,000
6	Total Licensed Hardware (Sum of lines 2, 3, 4 & 5)	\$28,000,000	\$500,000	\$28,500,000
7	Total Hardware for Congressional Notification (line 2)	\$21,000,000	\$500,000	\$21,500,000
8	Hardware Manufactured Abroad (MLA only)	N/A	N/A	N/A
9	Agreement Total Value (Sum of lines 1, 6 & 8)	\$29,000,000	\$700,000	\$29,700,000
10	Congressional Notification Value (Sum of lines 1, 7 & 8)	\$22,000,000	\$700,000	\$22,700,000



Political-Military Affairs

U.S. DEPARTMENT of STATE

Distribution Limited to SIA Members/Attendees and Subject to SIA Code of Conduct

CONGRESSIONAL NOTIFICATION: RE-NOTIFICATION

- Re-notifications of previously notified Congressional Notifications are required if any “substantial” alterations to a previously notified sale occur.
- Reasons include:
 - Upgraded capabilities
 - Significant expansion of scope
 - Increase in value by 10% or more of a prior 36(c) notification
 - Increase in authorized Sales Territory
 - Increase in value of a prior 36(d) notification, when such value increase exceeds 36(c) thresholds





AMENDMENT TIPS

- Submitted the same way an Agreement is
- Use the DDTC template for both the Transmittal Letter and Amendment
- In the Subject line of your cover letter write: “Proposed Amendment”
- In the Objective of Amendment Section of the letter, state what has changed from the original agreement and put it in bullet format
- Use **CHANGE** or **NO CHANGE** and **bold changes** to make it clear
- In the Amendment itself, spell out the Agreement history in the “Whereas” clauses
- Include all the changes you are requesting under the “Now Therefore” section in numbered format



MORE TIPS

- All major amendments should be submitted as entire agreements with proposed changes identified by bolded text (not “track changes”).
- For amendments involving ONLY an increase of value of the agreement that does not result in Congressional Notification, a Letter of Transmittal is the only required document needed with the DSP-5 vehicle. Since these changes do not impact the agreement itself, there is no requirement to submit any document for execution by all parties.



DSP-5 VEHICLE FOR AMENDMENTS

- Differences from original DSP-5 Vehicle
 - Block 8a - Select “ONLY the unshipped balance under the license numbers” and then click on “Enter license numbers.” Fill in the last approved amendment/base agreement in Block A and hit “return.” Use the 9-digit DSP-5 number to identify the case.
 - Block 8c - Select “This application is in reference to an agreement” and then click “Enter Agreement numbers.” Fill in all previous amendment and base agreement numbers in Block C and hit “return.” If the base agreement/last amendment was submitted electronically, use the 9-digit DSP-5 number to identify the case. Otherwise, use the 6-digit DA/MA/TA number to identify previous paper cases.



DSP-5 VEHICLE FOR AMENDMENTS

- Differences from original DSP-5 Vehicle
 - Block 10 – Update the agreement total if there is a change in value.
 - Block 12 - Enter the value increase from the previously approved agreement/amendment; if there is no value increase or if the value decreases, enter “\$1.”
 - Block 20 - Begin this Block with “This is Amendment No. xx to TA/MA/DA xxxx-xx (050xxxxxxxxx).” Block 20 must provide a summary of the proposed agreement/amendment. The summary for an amendment should include the total scope of the agreement and not just what the amendment adds.
 - Block 22 - Answer Part 130 based on the Total Value of the agreement, not the amendment value.



EXERCISE #4 – AMENDMENT TRANSMITTAL LETTER AND AGREEMENT

Activities under the agreement are going great! So great in fact that AFAS needs to add in-country support for Tony's Technical Things' work with the Austrian MOD program.

AFAS has selected Candace's Magnificent Mechanics, located at 123 Blue Danube Blvd., Vienna QRT789 Austria. Candace's Magnificent Mechanics (CMM) are a top-rated UAV maintenance service provider in Austria.

You'll also need to increase the value of TD/DS by \$500,000 to cover the addition of CMM.



AFAS

- Just some highlights...
- Reference the base agreement
- Additions in bold to highlight changes

Month Day, Year

Applicant Code: M-5555

USML Categories: VIII (a)(5), VIII (i), VIII(x), XI(a)(3)(ii), XI(d)
ECCNs: 9A610.x, 9A610.y.25, 9A610.f, 9A610.t, 9E610

Director, Office of Defense Trade Controls Licensing
2401 E Street, N.W., Suite 1200 (SA-1)
Washington, DC 20522-0112

Subject: Proposed Amendment #1 to Technical Assistance Agreement for the sale of the Carmella 500 Tactical UAV

References: (1) Approved DSP-5 050123456 for Marketing the Carmella 500 Tactical UAV to the Austrian Ministry of Defence
(2) Approved DSP-73 734567890 for Demonstration of the Carmella 500 Tactical UAV to the Austrian Ministry of Defence
(3) Approved TAA (TA-4567-23; 050345987)

Dear Director:

Submitted herewith is proposed **Amendment #1** to Technical Assistance Agreement (TA-4567-23) between Anything For A Sale ("AFAS"), Tony's Technical Things ("T-3"), **Candace's Magnificent Mechanics ("CMM")**, and the Austrian Ministry of Defence ("Austrian MOD"). The purpose of this **Amendment #1** is to add CMM to the agreement as a subcontractor to AFAS. **CMM will provide in-country maintenance and training for the Carmella 500 Tactical UAV and share technical data, hardware and defense services with T-3 and the Austrian MOD to facilitate the design, integration, delivery, operation and maintenance of the Carmella 500 Tactical UAV, including its integrated Micro-Synthetic Aperture Radar ("Micro-SAR"), its propeller, launcher, launcher rail, composite tail section, and refueling systems.**



OBJECTIVE OF AMENDMENT



Parties now wish to make the following changes to TA-4567-23:

1. Add CMM to the agreement as a subcontractor to AFAS to provide in-country maintenance and training for the Carmella 500 Tactical UAV. CMM will participate in the sharing of technical data, hardware and defense services with T-3 and the Austrian MOD to facilitate the design, integration, delivery, operation and maintenance of the Carmella 500 Tactical UAV, including its integrated Micro-Synthetic Aperture Radar (“Micro-SAR”), its propeller, launcher, launcher rail, composite tail section, and refueling systems.
2. Increase the value of defense services and technical data as a result of the addition of CMM.

ORIGINAL PURPOSE OF AGREEMENT

The purpose of TA-4567-23 was to authorize the exchange of technical data, hardware and defense services among AFAS, T-3 and the Austrian MOD in order to facilitate the design, integration, delivery, operation and maintenance of the Carmella 500 Tactical UAV, including its integrated Micro-Synthetic Aperture Radar (“Micro-SAR”), its propeller, launcher, launcher rail, composite tail section, and refueling systems.

The Austrian MOD released a Request for Proposal (“RFP”) for a UAV that can be configured for tactical missions such as counter IED, communications relay, signals intelligence, electronic warfare (EW) and maritime surveillance. In order to expand our market, AFAS marketed the Carmella 500 UAV to the Austrians under approved DSP-5 050123456 and approved DSP-73 734567890.

AFAS has entered into a contract with the Austrian MOD for the delivery of one (1) Carmella 500 Tactical UAV in support of the XX Program. Under the scope of the program, AFAS will design and deliver the UAV and its related equipment to the Austrian DOD. T-3 will provide in-country maintenance and training support to the Austrian MOD.

The acquisition of this UAV by the Austrian MOD will increase interoperability with the United States.

This agreement also contains the provision of 600-series items. 600-series items are being included in this agreement as they will be used in and with USML defense articles, technical data, and defense services.

- Clear, concise explanation of reason for amendment



RELATIONSHIP TO ORIGINAL AGREEMENT

- This is Amendment #1 to add a party and increase the value of the defense services and technical data to be exchanged.
- There are no prior amendments.
- No new technical data will be provided.



REQUIRED INFORMATION

In accordance with 22 CFR 124.12, the following information is provided:

(a)(1) DDTC Applicant Code is: M-5555. NO CHANGE

(a)(2) The parties to this agreement are as follows: CHANGE



Foreign Licensees:

Austrian Ministry of Defence
555 Von Trapp Way
Vienna, 5R5R5R, AUSTRIA
(and all locations in Austria)

Tony's Technical Things
555 Linzer Drive
Vienna, 5R5R5R, AUSTRIA
(and all locations in Austria)

Candace's Magnificent Mechanics
123 Blue Danube Blvd.
Vienna QRT789 Austria



- Summarize impact to original agreement
- Identify Change/No Change
- Bold additions



(a)(6) The estimated value of this Agreement is as follows: **CHANGE**

Line Number	Item	Currently Approved under TA-4567-23	Proposed Amendment	New Total
1	Technical Data and Defense Services	\$1,100,000	\$500,000	\$1,600,000
2	<u>Hardware</u> Permanent Export by DSP-5 or DSP-85 (Tooling/Support Equipment)	\$250,000	\$0	\$250,000
3	Permanent Export by DSP-5 or DSP-85 (Kits and Components incorporated into manufactured items) (MLA only)	\$0	\$0	\$0
4	Temporary Export by DSP-73 or DSP-85	\$250,000	\$0	\$250,000
5	Temporary Import by DSP-61 or DSP-85	\$0	\$0	\$0
6	Total Licensed Hardware (Sum of lines 2, 3,4&5)	\$500,000	\$0	\$500,000

- Update (a)(6) table to reflect additional value



TECHNICAL ASSISTANCE AGREEMENT AMENDMENT #1



- Identify amendment number
- Bold all changes

*Note: all major amendments should be submitted as entire agreements with proposed changes identified by **bolded text** (not “track changes”).*

This TECHNICAL ASSISTANCE AGREEMENT (TAA) is entered into between:

- Anything For A Sale (hereinafter referred to as “AFAS” or “Applicant), a corporation organized and existing under the laws of Delaware having offices at 555 Patriot Way, Washington, DC 20009, (and all locations in the United States); and
- Austrian Ministry of Defence (hereinafter referred to as “Austrian MOD” or “Foreign Licensee”), with offices at 555 Von Trapp Way, Vienna 5R5R5R Austria (and all locations in Austria); and
- Tony’s Technical Things (hereinafter referred to as “T-3” or “Foreign Licensee”), with offices at 555 Linzer Drive, Vienna 5R5R5R Austria (and all locations in Austria).
- **Candace’s Magnificent Mechanics (hereinafter referred to as “CMM” or “Foreign Licensee”), located at 123 Blue Danube Blvd., Vienna QRT789 Austria (and all locations in Austria).**





In the Agreement, AFAS, the Austrian MOD and T-3 may sometimes be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, AFAS manufactures the Carmella 500 Tactical UAV which meets the requirements of the Austrian MOD; and

WHEREAS, the Austrian MOD has purchased a Carmella 500 Tactical UAV for support of the XX Program; and

WHEREAS, T-3 is a subcontractor to AFAS, who will provide in-country maintenance and training for the Carmella 500 Tactical UAV; and

WHEREAS, the Parties desire to obtain U.S. Department of State approval for the transfer of the Technical Data, Defense Services, and Hardware related to the Carmella 500 Tactical UAV; and

WHEREAS, CMM is being added to the agreement as a subcontractor to AFAS, who will provide in-country maintenance and training for the Carmella 500 Tactical UAV.

NOW THEREFORE, the Parties desire to **amend** the Technical Assistance Agreement as follows:

1. This Technical Assistance Agreement is intended to authorize AFAS to provide technical data, defense services and hardware for the Carmella 500 Tactical UAV to the Austrian MOD, CMM and T-3 of Austria in support of the XX Program. T-3 and CMM will provide in-country maintenance and training for the Carmella 500 Tactical UAV to the Austrian MOD.

- New
whereas
clause for
new party

- More
bolding of
new info!



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year of the last signature of this Agreement.

Anything for A Sale

By: _____

Name: _____

Title : _____

Date: _____

Austrian Ministry of Defence

By: _____

Name: _____

Title : _____

Date: _____

3 of 7

- New signature block for CMM

Tony's Technical Things

By: _____

Name: _____

Title : _____

Date: _____

Candace's Magnificent Mechanics

By: _____

Name: _____

Title: _____

Date: _____



CLOSING THOUGHTS

- Agreements must have an associated hardware category (ex: USML category XI(d) as it relates to XI(a)(5))
- DSP-5 errors CANNOT be fixed, double check
 - *Only* put one tech data category in DSP-5 Block 11
 - *All* end users and signatories must be in DSP-5 Block 14
 - *Only* the change in value for amendments in DSP-5 Block 12
 - End-Use Platforms and variants **MUST** be in Block 20
- Check the math in Transmittal Letter (a)(6) table
- If the ‘What’ you are selling isn’t ITAR, explain how it integrates specifically with equipment that is, or the specific defense service
- Don’t get caught up in trying to use ‘legalese’
- If you have questions, ask!





QUESTIONS & ANSWERS