



REPLY TO
ATTENTION OF

DEPARTMENT OF DEFENSE
UNITED STATES SOUTHERN COMMAND
3511 NW 91ST AVENUE
MIAMI, FL 33172-1217

*SC Regulation 27-6

15 November 2000

Effective Upon Receipt

Legal Services

INTERNATIONAL AGREEMENTS AUTHORITY AND RESPONSIBILITIES

1. **PURPOSE.** To promulgate command policy regarding international agreements, implement Department of Defense (DOD) Directive 5530.3 and JCS MOP No. 21, describe administrative procedures for the reporting of new international agreements and changes to existing agreements, and establish a U.S. Southern Command repository for international agreements.

2. **REFERENCES.**

- a. DOD Directive 5530.3, International Agreements, June 11, 1987.
- b. CJCSI 2300.01, 15 Sep 94, International Agreements.
- c. DOD 7000.14R, DOD Financial Management Regulation, Volume 12 Chapter 9.

3. **EXPLANATION OF TERMS.** The following definitions apply to this regulation:

a. "International Agreement".

(1) Any agreement that is concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions), or with an international organization;

(a) Signed by or agreed to by U.S. civilian or military personnel, employees of any DOD component, or by representatives of the Department of State or other departments or agencies of the U.S. Government;

(b) Signifying the intention of the parties to be bound in international law; and

*This regulation supersedes SC Reg 27-6, Dated 12 Dec 1990

(c) Whether called an international agreement or a memorandum of understanding, memorandum of agreement, exchange of notes, exchange of letters, technical arrangement, protocol, note verbal, aide memoir, agreed minute, contract, arrangement, statement of intent, letter of intent, statement of understanding, or any other name having a similar legal consequence.

(2) An oral agreement that meets the criteria of paragraph 3(a)(1) above is an international agreement and must be reduced to writing by the DOD representative who entered into the agreement. The written form of the oral agreement must be reported and controlled in the same manner as a written agreement.

(3) The following documents are not normally considered to be international agreements for the purposes of this regulation:

(a) Contracts made under the Federal Acquisition Regulations (FAR) and its supplements;

(b) Foreign Military Sales Credit Agreements;

(c) Foreign Military Sales Letters of Offer and Acceptance and Letters of Intent executed on DD Forms 1513 and 2012, U.S. DOD Letter of Intent;

(d) Standardization agreements (STANAGS) that record the adoption of like or similar military equipment, ammunition, supplies, and stores, or operational, logistical, and administrative procedures. (A STANAG that provides for mutual support or cross-servicing of military equipment, ammunition, supplies, and stores, or for mutual rendering of defense services, including training, is an international agreement);

(e) Leases under 10 USC 2667 (non-excess property), 2675 (real property/fixtures in foreign countries), and 22 USC 2796 (defense articles to foreign countries/organizations);

(f) Agreements solely establishing administrative procedures; and

(g) Acquisitions or orders pursuant to cross-servicing agreements (ACSA) made under the authority of 10 U.S.C. Chapter 138 "Cooperative Agreements with NATO Allies and Other Countries" (10 U.S.C. §2341 et.seq.).

b. "Negotiation." Communication by any means of a position or an offer on behalf of the United States, the DOD, or on behalf of any officer or organizational element thereof, to an agent or representative of a foreign government, including an agency, instrumentality, or political subdivision thereof, or of an international organization, in such detail that the acceptance in substance of such position or offer would result in an international agreement. "Negotiation" also includes any such communication conditioned on the later approval by higher authority and any draft agreement or other document, the acceptance of which would constitute an agreement, as well as discussions concerning any U.S. or foreign government or international organization draft document, whether or not titled "agreement". "Negotiation" does not include preliminary and exploratory discussions or routine meetings conducted with the understanding that the views communicated are not binding.

c. "Conclusion." Act of signing, initialing, responding, or otherwise indicating the acceptance of an international agreement by the United States.

d. "Having Policy Significance." This phrase refers to those agreements that:

(1) Specify national disclosure, technology sharing or work sharing arrangements; coproduction of military equipment or offset commitments as part of an agreement for international cooperation in the research, development, test, evaluation, or production of defense articles, services, or technology;

(2) Because of their intrinsic importance or sensitivity, would directly and significantly affect foreign or defense relations between the United States and another government;

(3) By their nature, would require approval, negotiation, or signature at the Office of the Secretary of Defense (OSD) or diplomatic level; or

(4) Would create security commitments currently not assumed by the United States in existing mutual security or other defense agreements and arrangements, or which would increase U.S. obligations with respect to the defense of a foreign government or area. This list is not inclusive. The Under Secretary of Defense For Policy (USD (P)) may publish additional categories of agreements, if necessary.

e. "Agreements Concerning Operational Command of Joint Forces." All agreements that may have an impact upon or affect in any significant manner the plans, programs, or responsibilities of USSOUTHCOM or of a service component, subunified command, or DOD element in the USSOUTHCOM area of responsibility (AOR).

4. POLICY.

a. Basic Policy. The basic policy for negotiating and concluding international agreements is centralized control and decentralized execution. Centralized control is effected by:

(1) Retaining approval authority at a level commensurate with the significance of the agreement to be negotiated;

(2) Providing for full consultation with all appropriate DOD organizations concerning negotiations that would significantly affect the plans, programs, and responsibilities of USSOUTHCOM or of another component or element of USSOUTHCOM;

(3) Maintaining a central repository for all agreements negotiated and concluded; and

(4) Complying with the requirement to submit copies of concluded agreements on a timely basis.

Decentralized execution will be effected by having the organizational elements or agencies knowledgeable of the subject in issue negotiate and conclude the desired agreement(s).

b. Implementation. International agreements will be implemented in military channels within USSOUTHCOM by either letters of instruction or regulations.

c. Responsibility of Commanders. Commanders at all echelons shall be familiar with international agreements that affect their operations. Commanders shall have access to international agreements (or regulations implementing international agreements) pertaining to their unit, activity, or installation.

d. Resolution of Conflicts. Problems concerning compliance with international agreements in the USSOUTHCOM AOR should be brought informally and expeditiously to the attention of the appropriate personnel at the lowest practicable level. If these matters cannot be resolved locally, these personnel should report the full circumstances surrounding compliance issues through the normal military chain of command.

5. APPLICABILITY. This regulation applies to:

a. All elements of this command, including HQ USSOUTHCOM and the units, agencies, and activities assigned for its direct support, the Service components and subunified commands, and any joint task force that may be established in the USSOUTHCOM AOR.

b. All other U.S. military organizations operating in the USSOUTHCOM AOR, to the extent that their negotiation or conclusion of an international agreement may affect the plans, programs, or responsibilities of USSOUTHCOM or one of its elements.

6. AUTHORITY.

a. With the exception of those types of agreements set forth in paragraph 6b below, the Chairman, Joint Chiefs of Staff, has delegated to the Commander in Chief (CINC), USSOUTHCOM, the authority to grant or deny requests for approval to negotiate or conclude international agreements within the following categories:

(1) Agreements (except single-service matters) relating to combined military planning, command relationships, military exercises and operations, minor and emergency force deployments, and exchange programs, including those effected pursuant to 10 USC 2114(a) (exchange programs with the Uniformed Services University of the Health Sciences).

(2) Agreements (except single-service matters) concerning operational command of joint forces within the following categories:

(a) Technical, operational, working, or similar agreements or arrangements concluded pursuant to a treaty or executive agreement that entails implementing arrangements;

(b) Agreements for cooperative or reciprocal operational, logistic, training, or other military support, including arrangements for shared use or licensing of military equipment, facilities, services, and nonphysical resources;

(c) Agreements for collecting or exchanging military information and data, other than intelligence data; and

(d) Agreements relating to the sharing or exchange of DOD communications equipment, facilities, support services, or other communications resources with a foreign country or alliance such as NATO, the use of U.S. military frequencies or frequency bands, and the use of U.S. military communications facilities and/or systems by foreign organizations, whether overseas or in the continental United States.

b. The delegation of authority to the CINC, USSOUTHCOM, to grant or deny requests for approval to negotiate or conclude international agreements, does **not** extend to:

(1) Agreements having policy significance. Negotiation and conclusion of such agreements requires the prior written concurrence of USD (P).

(2) Agreements dealing with specific subcategories of military communication equipment, systems, or procedures, as follows:

(a) U.S. COMSEC equipment;

(b) The U.S. Defense Communication System (including AUTODIN, AUTOVON, and AUTOSEVOCOM and their successor systems), except for agreements to transfer record or voice traffic for a period of 120 days or less;

(c) JCS-controlled telecommunications and Command and Control (C2) equipment;

(d) Military Satellite Communications (MILSATCOM); and

(e) Procedural and technical interface standards, message text formats, or tactical digital information links.

(3) Communications-electronics agreements under the purview of the U.S. Military Communications-Electronics Board.

(4) Agreements for collection and exchange of military intelligence, cryptologic support, and counterintelligence.

(5) Agreements that rely on the authority of 10 USC 2304(c)(4) for use of other than competitive contracting procedures. The negotiation or conclusion of such agreements requires the prior written approval of the Under Secretary of Defense (Acquisition) (USDA(A)).

(6) Agreements that require the enactment of new legislative authority for implementation. Such agreements will not be negotiated or concluded without the prior written approval of the General Counsel (GC), DOD.

(7) Agreements that involve major unprogrammed fiscal obligations.

(8) Any agreement involving a subject matter not delegated to USCINCSO.

(9) Agreements involving Security Assistance programs. Negotiation and conclusion of such agreements require prior concurrence of the Assistant Secretary of Defense (Comptroller), and written approval of the Director, Defense Security Assistance Agency (DSAA).

(10) Agreements related to communications security technology, services, support, research, or equipment development and production. Negotiation and conclusion of such agreements require prior concurrence of the ASD(C) and written approval of the Director, National Security Agency (NSA).

(11) Agreements for the collection and exchange of military intelligence information (except signals intelligence agreements). Negotiation and conclusion of such agreements require prior concurrence of ASD (Command, Control, Communications, and Intelligence) and written approval of the Director, Defense Intelligence Agency (DIA).

c. This regulation provides procedural guidance only. It does **not** constitute substantive legal authority to negotiate or conclude any international agreement. Substantive legal authority for obligations proposed to be assumed by the United States in an agreement may be found only in the law applicable to the subject matter upon which agreement is being sought.

7. REDELEGATION OF AUTHORITY.

a. Subject to paragraph 9a, the authority of the CINC, USSOUTHCOM, to approve or deny requests to negotiate and conclude international agreements is redelegated to Service component and subunified commanders consistent with USSOUTHCOM regulations and other authorizing documents relating to subjects described in paragraph 6a above.

b. Two copies of documents implementing any redelegation of the authority of the CINC USSOUTHCOM to approve or deny requests to negotiate and conclude international agreements shall be forwarded to the Secretary, Joint Chiefs of Staff, within 60 days of the redelegation of authority.

c. At HQ USSOUTHCOM, only the CINC, and in his absence the DCINC, may approve the negotiation and/or conclusion of an international agreement by HQ USSOUTHCOM personnel.

d. The normal commander-staff relationship, in which the staff element acts "by direction" or "for the commander," is not to be considered a redelegation of authority to negotiate and/or conclude an international agreement.

8. PROCEDURES.

a. Prior to initiating the negotiation and/or conclusion of an international agreement, approval must be obtained in writing as required by reference (a), in accordance with the procedures set forth in reference (b) and this regulation. Appendix A provides a checklist designed to facilitate obtaining the required approval.

b. If a representative of a foreign government seeks to initiate the negotiation of an international agreement for which negotiation approval has not been granted, the DOD official to

whom such a proposal is made shall promptly report this fact through appropriate channels to SCSJA and await appropriate approval prior to taking part in negotiations.

c. Those authorized to conduct the negotiation of an international agreement shall ensure that no position that deviates from existing instructions or authorizations is communicated to a foreign government as a U.S. Government position and that no proposal beyond that authorized is agreed to without approval from the original approving office.

d. The official who approves the negotiation of an international agreement shall ensure that appropriate written guidelines are provided to control the course of the negotiation. These "terms of reference" may be included within the written approval to negotiate or may be a separate document attached to the written approval. A copy of the written approval and guidelines shall be filed with SCSJA.

e. When requests for approval to negotiate and/or conclude international agreements do not fall within the authority of the Service component and subunified commanders to grant or deny, or when doubt exists concerning the proper approval authority for specific requests, these requests shall be submitted to SCSJA, with the attachments described in paragraphs 12, 13, and 14 of reference (a).

f. To the extent authorized by applicable directives and this regulation, Service component and subunified commanders may authorize the use of summary procedures that dispense with the procedural requirements of section I of reference (a) for the categories of international agreements for which they have been delegated approval authority. Nevertheless, the draft agreement, legal memorandum, and fiscal memorandum required by section I of reference (a) are helpful means of clarifying objectives and avoiding unlawful undertakings and commitments of funds. Within HQ USSOUTHCOM, the Staff Judge Advocate and Comptroller will advise directorates/offices processing international agreements as to whether legal and fiscal memoranda will be required.

g. For each international agreement concluded under the authority delegated to the CINC, USSOUTHCOM (paragraph 6), or under redelegated authority (paragraph 7), the organizational element primarily responsible for the agreement shall forward properly certified and reproducible copies, together with a background statement, in the format of Appendix B, not later than 20 days after the agreement enters into force, to the offices listed below:

- (1) One copy to the Office of the Secretary, Joint Chiefs of Staff;
- (2) Two copies to the GC, DOD;
- (3) Two copies to HQ USSOUTHCOM (SCSJA, SCJ5); and
- (4) One copy to the Assistant Legal Advisor for Treaty Affairs, Department of State, Washington, DC 20520. In the case of telecommunications agreements, copies shall be sent to the following offices, in addition to those listed above:
 - (5) One copy to the Assistant Secretary of Defense, International Security Affairs (ISA);

(6) One copy to the Assistant Secretary of Defense, Command, Control, Communications, and Intelligence (C3I);

(7) One copy to the Director for C3I, Joint Chiefs of Staff; and

(8) One copy to the Director, Defense Communications Agency (DCA).

h. For each international agreement concluded under some authority other than that delegated to the CINC, USSOUTHCOM, transmit one reproducible copy directly to SCSJA, not later than 20 days following its conclusion. Other copies will be filed, as required, by applicable Service or agency regulations.

i. Procedures for the negotiation, conclusion, and reporting of intelligence and cryptologic support agreements are set forth in reference (a).

j. Substantive amendments to international agreements require strict compliance with the approval procedures applicable to the original agreement.

9. COORDINATION AND CONSULTATION.

a. International agreements that may affect, in any significant manner, the plans, programs, or responsibilities of USSOUTHCOM, or a component command or DOD element in the USSOUTHCOM AOR, shall be coordinated by the commander primarily responsible for the negotiation and conclusion of the agreement with the HQ USSOUTHCOM staff directorate having primary interest in the subject matter of the agreement. When it is unclear as to which directorate has primary interest, coordination shall be effected with HQ USSOUTHCOM Strategy, Programs, and Policy Directorate (SCJ5), shall after coordination, recommend to the DCINC which directorate should take the lead on the matter at issue. Coordination shall be effected in sufficient time to permit full consultation. Internal coordination with HQ USSOUTHCOM is the specific responsibility of the lead directorate and shall be in accordance with paragraph 10 e below.

b. The proponent of an international agreement shall obtain the concurrence of the SCSJA prior to tendering a draft of an agreement to a prospective party and prior to concluding an international agreement.

c. Prior to negotiating an agreement that may have significant impact on another unified or specified command, the appropriate agency shall advise JCS or the military command concerned, as appropriate, and furnish them a copy of the agreement when it is concluded.

d. Security provisions for agreements involving, or likely to involve, the release of classified military information, classified technology, or classified material shall be coordinated with the Deputy Under Secretary of Defense (Policy) (DUSD(P)) prior to making any commitment to representatives of a foreign government or international organization. These agreements shall be consistent with the National Disclosure Policy (NDP-1) and shall meet the conditions for release provided therein. A sample technology security risk assessment is provided at Appendix C.

e. All unilateral commitments to any foreign government or organization, whether in letter, memorandum, or statement at a meeting or conference, shall have the prior concurrence of the SCSJA.

f. The names of those personnel who will represent DOD in international organizations and at international conferences or negotiations shall be submitted to the Assistant Secretary of Defense (ISA) at least two weeks in advance of prospective attendance.

g. Questions concerning the requirements to effect such coordination or consultation shall be referred to SCSJA.

10. RESPONSIBILITIES.

a. Service component and subunified commanders shall:

(1) Be responsible for full compliance with the provisions of section J of reference (a) with respect to international agreements negotiated or concluded under the authority delegated to them by the CINC, USSOUTHCOM, and, accordingly, shall:

(a) Receive requests for negotiation and conclusion of agreements for approval or coordination.

(b) Assign the action to the cognizant staff directorate/office.

(c) Issue and record written approval to negotiate and conclude an international agreement.

(d) Ensure the compilation, retention, and retrievability with the command of a complete negotiating history file for each international agreement for which the command bears primary negotiating responsibility.

(e) Monitor compliance with the provisions of references (a), (b), (c) and this regulation.

(f) Maintain a central repository for international agreements and negotiating histories for agreements for which the command bears primary negotiating responsibility.

(g) Maintain an index of all such agreements. A copy of the index, updated to include all agreements of the previous calendar year, shall be sent to the GC, DOD by January 31 of each year.

(h) Provide to SCSJA and SCJ5, within 20 days of signature, a copy of an international agreement affecting the USSOUTHCOM AOR entered into by the component.

(2) Ensure that subordinate commanders are informed of the provisions of international agreements with which they are expected to comply.

(3) Ensure that subordinate commanders have available, for ready reference, those international agreements pertaining to their unit, activity, or installation (or regulations that implement these agreements).

b. The SCSJA shall:

(1) Serve as the central office of record for all agreements concluded with the USSOUTHCOM AOR.

(2) Receive, for approval, all requests directed to USSOUTHCOM to negotiate and/or conclude agreements.

(3) Record all approvals granted by USSOUTHCOM to negotiate and/or conclude an international agreement.

(4) Review all international agreements drafted by USSOUTHCOM before drafts are tendered to prospective parties and before agreements are initialed or concluded.

(5) Direct the compilation, retention, and retrievability of a complete negotiating history file for each international agreement for which USSOUTHCOM (including USSOUTHCOM components) bears primary negotiating responsibility.

(6) Maintain a USSOUTHCOM central repository of international agreements concluded by USSOUTHCOM and its attached elements, service components, subunified commands, security assistance organizations, joint task forces that may be established in the USSOUTHCOM AOR, and other DOD elements required by this regulation to transmit copies of agreements to HQ USSOUTHCOM.

(7) Record coordination action taken on a request originating from another DOD component.

(8) Monitor compliance, within USSOUTHCOM, with the provisions of reference (a) and this regulation.

(9) Maintain an index of all agreements concluded within the USSOUTHCOM AOR, identified chronologically and by country, with appropriate cross-references. An updated copy of the index shall be sent to GC, DOD, by January 31 each year. The index shall include, at a minimum:

- (a) The title of the agreement.
- (b) The name of the country with which the agreement has been concluded.
- (c) The date the agreement entered into force.
- (d) A brief statement of the agreement's general purpose.
- (e) The date of the agreement's expiration.

(10) Draft legal opinions in support of requests for approval and provide legal advice concerning international agreements, as required.

(11) Act as lead counsel in international negotiations, when so delegated by GC, DOD.

c. The DCINC shall: Determine which directorate has primary interest in the subject matter of a negotiation and assign responsibility to that directorate to take the lead in coordinating a particular agreement.

d. The SCJ5 shall: Take primary responsibility with HQ USSOUTHCOM for matters pertaining to broad policy for international agreements or encompassing the responsibility of more than one directorate.

e. Directors/Acting Directors and chief of special staff offices have the authority to act on matters pertaining to international agreements according to their assigned staff functions, following the concurrence of:

(1) The Director, of Strategy, Programs, and Policy (SCJ5) for review of security assistance and international relations/policy issues.

(2) The Staff Judge Advocate (SCSJA) for review of legal issues.

(3) The Director of Programs and Resources (SCJ8) for review of fiscal issues.

(4) The Political Advisor (POLAD) for review of international political issues.

(5) The Director of Intelligence (SCJ2), for review of National Disclosure Policy issues.

(6) The Director of Logistics (SCJ4), for review of logistics issues.

(7) Any other HQ USSOUTHCOM directorate/office upon which the proposed international agreement may impact.

(8) Components and other DOD agencies, as appropriate.

f. Officials negotiating agreements are responsible for complying with guidance provided by the approving officials and by HQ USSOUTHCOM pursuant to coordination procedures. Officials negotiating agreements are responsible for informing interested and affected organizations of significant events that take place during negotiations. Negotiators are also responsible for ensuring that negotiations are conducted in such a manner that other countries are not misled into believing that the U.S. could or would assume commitments not in accord with U.S. law, regulations, or good business practice.

g. Each HQ USSOUTHCOM directorate/office primarily responsible for an international agreement shall:

- (1) Inform SCSJA of requests to negotiate or conclude agreements.
- (2) Inform SCSJA when approval to negotiate or conclude an agreement is received.
- (3) Provide a draft of an agreement to SCSJA for review prior to tendering the agreement to a prospective party.
- (4) Compile and maintain a complete negotiating history of the agreement.
- (5) Inform SCSJA of the location of the negotiating history.
- (6) Provide SCSJA with a copy of the signed agreement.

The proponent agency of this regulation is U.S. Southern Command. Users are invited to send comments and suggested improvements directly to HQ USSOUTHCOM, ATTN: SCSJA, 3511 NW 91st Avenue, Miami, Florida 33172

SCSJA

FOR THE COMMANDER IN CHIEF:

OFFICIAL:
JERRY C. McABEE
Brigadier General, U.S. Marine Corps
Chief of Staff


CHARLES D. BOWKER
Colonel, USAF
Adjutant General

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Appendix A

Checklist of Procedures for Requesting Approval from USSOUTHCOM to Negotiate or Conclude an International Agreement.

1. A request to USSOUTHCOM for Approval to negotiate or conclude an international agreement shall be sent to the Office of the Staff Judge Advocate (SCSJA). The request **may** include:
 - a. A request to designate a chief negotiator, who also may be empowered to conclude the agreement.
 - b. A request for assistance in the negotiations from other elements of DOD.
 - c. A request that the agreement be negotiated and concluded by a U.S. government department or Agency other than DOD.
2. The following **shall** be attached to the request:
 - a. A draft text or outline of the proposed agreement, or an explanation for its unavailability.
 - b. A legal memorandum reciting the legal authority for each obligation to be assumed by the US, and any other relevant legal considerations.
 - c. A fiscal memorandum that specifies:
 - (1) The estimated cost of each obligation to be assumed by the U.S. in the agreement; and
 - (2) the source of the funds to be obligated, or a statement that additional funds shall be requested for a specified fiscal year or years.
 - d. A technology security risk assessment, using the format described in Appendix C, which:
 - (1) Itemizes all sensitive U.S. classified and unclassified articles, commodities or technical data which would be transferred via the proposed international agreement (can be guide) (See DOD Directive 2040.2).
 - (2) Assesses the risk to U.S. national security through such transfers.
 - (3) Identifies the foreign technologies or benefits the U.S. is likely to acquire.
 - e. Supplemental data, as requested by the approval authority.
3. No approval to conclude an agreement in a language other than English may be granted unless:

- a. The agreement expressly provides that the English language text shall govern in case of a conflict between the different language texts.
 - b. The agreement expressly provides that the English language text and the foreign language text are:
 - (1) Equally authentic; and
 - (2) States that both foreign language text and the English language text and the English language text are in conformity with each other and have the same meaning in all substantive respects. This statement shall be:
 - (a) Dated; and
 - (b) Signed by a translator who has been designated or qualified, consistent with local practices, by the DOD official authorized to negotiate or conclude the agreement, or by an appropriate State Department official.
4. All agreements shall include the date and place of signature and the typed name and title of each signatory. In addition, all amendments shall include the title and date of conclusion of the agreement being amended.

Appendix B

Sample Format of Background Statement for Submission of International Agreement to the DOD Assistant General Counsel (International Affairs) and to the Department of State.

From: (Headquarters USSOUTHCOM/J5) Date:

To: (Secretary, Joint Chiefs of Staff)

Subject: Transmittal of International Agreement

1. Type of Agreement:
Bilateral _____ Multilateral _____
2. Parties:
3. (List all agencies, U.S. and foreign, responsible for carrying out the agreement.)
4. Title and subtitle, if applicable.
5. Subject.
6. Brief summary.
7. Background information, including reference to any prior agreement implemented by this agreement and explanation as to why this agreement was negotiated at this time.
8. The effect of the agreement (briefly explaining the benefits to be gained by the parties).
9. Statement of legal authority that authorizes DOD or its agent to enter into the agreement.
10. Date of entry into force.
11. Date of termination.
12. Printed names of all signing officials, their titles and/or the offices they represent, and their countries or international organizations.
13. Title(s) and date(s) of agreement (s), if any, upon which the agreement is based (or amends).
14. Geographic location where the agreement was signed.
15. Date of signature.
16. Organizational element responsible for maintaining the negotiating history.

NOTE: If the transmitted text is the original, all copies will be certified to be true copies of the original.

Appendix C

SAMPLE TECHNOLOGY SECURITY RISK ASSESSMENT

- I. Title of Proposed International Agreement
- II. Nations Expected to Sign the Agreement
- III. Sensitive U.S. Technical Data, Technologies, Goods, Services, and/or Munitions Which Could Pertain to This Agreement
 - A. (Specific sensitive U.S. technical data or technology, whether Classified or Unclassified).
 - 1. (For Classified Technology, state NDP-1 classification).
 - 2. (Risk Assessment)
 - B.
 - 1.
 - 2.
 - C.
 - 1.
 - 2.
 - (ETC.)
- IV. Foreign Technologies or Other Benefits That the United States Is Likely to Acquire Through This Agreement
 - A. (Description of specific technology or benefit)
 - B.
 - C.
 - (ETC.)
- V. Expert Point(s) of Contact

(Name, office symbol, address, and telephone number)