

MEMORANDUM OF UNDERSTANDING
Between the
PROVINCIAL RECONSTRUCTION TEAM – FARAH
And the
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

This Memorandum of Understanding (MOU) is entered by and between the FARAH PROVINCIAL RECONSTRUCTION TEAM IN FARAH, AFGHANISTAN (PRT) and the U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT, AFGHANISTAN (USAID) (hereinafter collectively the (PARTIES)).

WHEREAS, USAID is currently providing foreign assistance support in the Province of Farah, Afghanistan, through its implementing partner ARD, Inc., a US Contractor who was awarded the program known as Alternative Development Program, North West (ADP/NW);

WHEREAS, the ADP/NW program aims to reduce the economic dependence of Farah province on opium production, processing, and trade by helping communities to identify and seize meaningful opportunities to improve incomes and create lasting jobs through the licit economy of agro-business while reinforcing the economic and institutional infrastructure on which these opportunities depend;

WHEREAS, the PRT and the ADP/NW have collaborated in the identification, development and implementation of several projects in the Farah Province since May 14, 2008, and plan to continue this close cooperation in the future;

WHEREAS, the security situation in Farah Province continues to deteriorate and has significantly impeded the American and expatriate staff of ADP/NW from occupying their living quarters in the downtown of Farah city;

WHEREAS, USAID's presence and programs through the ADP/NW program are vital to the national interests and security interests of the United States government in Farah province, and hence, every available means or assets possessed by the United States government in Farah province should support, assist and protect the implementation programs of USAID through ADP/NW project activities;

WHEREAS, by agreement with the Government of the Islamic Republic of Afghanistan, the PRT occupies a tract of land in Farah, and has established a secured perimeter surrounding this land (COMPOUND);

WHEREAS, within the COMPOUND, the PRT has available land to provide space for ADP/NW to build a single-story combined living and work structure for its American and expatriate staff;

WHEREAS, on 28 June 2008, the Commander of the PRT/Farah issued a letter attesting to the gravity and seriousness of the security situation in Farah and offered to ADP/NW to set-up housing accommodation for its American and expatriate staff on the PRT compound;

WHEREAS, in accordance with Federal Acquisition Regulation 52.245-5, title to all property funded under the ADP/NW contract vests in USAID;

WHEREAS, the PRT and USAID desire to collaborate and cooperate with each other in the pursuit, implementation and achievement of the goals of ADP/NW in Farah province;

NOW THEREFORE, the PARTIES agree as follows:

1. PURPOSE:

This MOU sets forth the understandings of the PARTIES regarding responsibilities for the construction, operation and maintenance of facilities for USAID implementing partner use on the PRT grounds, and access to such facilities.

2. RESPONSIBILITIES OF THE PRT:

- a) The PRT shall make available to USAID a tract of land upon which ADP/NW shall be permitted to build housing accommodations (HOUSE) in which its American and expatriate staff may reside and work. The geographical location and dimensions of the plot of land are as follows: The plot of land lies in the southwest corner of the PRT (in the former helipad section) and measures: N/S: 29 meters, and E/W: 20 meters.
- b) The PRT shall make available to ADP/NW American and expatriate staff full access to PRT dining, exercise and recreational facilities on the COMPOUND, and the PRT shall provide meals free of charge to the ADP/NW American and expatriate staff while they live on the COMPOUND. The PRT Commander may at any time require ADP/NW to pay for meals on the same terms and conditions as other third parties.
- c) The PRT shall provide bottled water and permit connection to and usage of existing COMPOUND water systems, but shall not provide electricity, to the HOUSE.
- d) The PRT shall authorize the ADP/NW security personnel to carry weapons on the COMPOUND.
- e) The PRT shall sell for a fee to ADP/NW the quantity of fuels it needs for its generators and vehicles.

3. RESPONSIBILITIES OF ADP/NW:

- a) Subject to the terms of its contract with USAID, ADP/NW shall be responsible for:
- i. building the HOUSE on the COMPUND location identified in Article 2(a), above;
 - ii. building the sewage and water connection systems between the HOUSE and existing PRT systems. This will include the construction, at the direction of the PRT, of a main septic line from the HOUSE to the leach field.
 - i. furnishing the HOUSE as needed;
 - ii. purchase and installation of such generators as it shall need for the operations of the HOUSE;
 - iii. providing such IT and telecommunication equipment (e.g. computers, printers, radios, dishes, internets, television and telephone networks) as its personnel shall need;
 - iv. operating and maintaining the HOUSE;
 - v. providing such vehicles and drivers as it shall need and be responsible for the transportation of its personnel;
- b) ADP/NW shall first notify the PRT Commander and subject to the Commander's approval may request military escorts to locations that are more than fifteen (15) KM away from the COMPOUND.
- c) The PRT and ADP/NW agree that the PRT medical personnel may provide emergency medical services as required by circumstances. If required, MEDEVAC from a CHLC location or the PRT compound will be provided at ADP/NW expenses;

4. COVENANTS OF THE PARTIES

- a) The PRT and USAID through its implementer ADP/NW agree that the purpose of coordinating their respective humanitarian aid and reconstruction programs is to avoid duplication of efforts and achieve the most advantageous outcome in the areas in which both parties operate.
- b) The PRT and USAID further agree that upon the completion of ADP/NW program in Farah, the HOUSE and all ADP/NW property furnished pursuant to the contract shall remain the property of USAID.
- c) USAID shall have the sole rights to assign to any of its new implementers in Farah Province the HOUSE and all other property furnished under the ADP/NW project.

d) In the event that the PRT ceases to occupy the COMPOUND, USAID shall maintain sole title to the HOUSE and full rights to enjoyment thereof. In such an instance, the PRT shall designate USAID as successor in interest to its rights to the real property upon which the HOUSE is located, rights to the leach field, and any other rights as the PARTIES agree at such time.

e) Nothing in this MOU shall amend the terms and conditions of the contract between USAID and ARD (No. 306-C-00-08-00515-00) for the ADP/NW activity. In the event of a conflict or inconsistency between this MOU and the contract, the terms of the contract shall govern.

f) This MOU will become effective on the date of the last party signature. This MOU will remain in effect unless revoked by either party upon a ninety-day notice to the other party. This MOU may be modified by mutual written consent of the PARTIES. Additionally, upon a finding of Military Necessity, the PRT Commander may modify the terms of the MOU upon ninety-day notice to USAID, including by requiring the removal of the HOUSE from the COMPOUND, except that the HOUSE and other government-furnished property under the ADP/NW contract shall remain the property of USAID.

By _____

Dated: _____

Commander Shoshana S. Chatfield, USN
Commander
Provincial Reconstruction Team - Farah

By _____

Dated: _____

Jerry Kryschal
Director
Office of Acquisition and Assistance
USAID/Afghanistan