LETTER OF AGREEMENT ON POLICE, CRIMINAL JUSTICE, AND COUNTERNARCOTICS SUPPORT PROGRAMS BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE ISLAMIC REPUBLIC OF AFGHANISTAN

I. GENERAL

The Government of the United States of America (USG), and the Islamic Republic of Afghanistan (GOA), hereinafter referred to as the "Parties", taking note of their successful past collaboration, jointly agree to continue cooperating by establishing support programs intended to reduce and ultimately eliminate cultivation of opium poppy and trafficking in its derivatives; develop and maintain a professional police force, including specially trained counternarcotics, border, and highway units; improve the criminal justice and corrections system; and assist in counternarcotics prosecution by training and mentoring personnel of the Criminal Justice Task Force (CJTF) and the Counter-Narcotics Justice Center (CNJC) in Kabul.

The actions to be taken and the resources to be provided by the GOA and the USG in support of these projects are accepted by the signatories as firm commitments unless otherwise amended by joint agreement.

For the year following the signing of this Letter of Agreement (LOA) a total of up to $763.780 million (USD 763,780,000) will be made available from the USG to support projects described in this agreement. The Parties agree to support all provisions of this agreement from the date of signing to its termination, except as this Agreement may be jointly amended. Except as otherwise noted by the Parties, any Memorandum of Understanding (MOU) existing between them pertaining to cooperative support programs shall continue in force.

To the extent that any project requires the provision of land and real property by the GOA to meet project operational requirements, the land and real property so provided will be GOA property and will be provided at no cost to the USG. The Parties may set forth additional understandings with respect to property for a specific project or projects in a Memorandum of Understanding subject to this LOA.

II. PROJECT DESCRIPTIONS

The projects described herein are designed to improve the capacity and capability of the GOA in the areas of poppy elimination, development of a professional police force, and criminal justice system, particularly in counternarcotics.

The parties may increase, amend, or terminate projects undertaken in conjunction with this program as agreed to by the Parties in writing. Such projects shall be subject to the terms and conditions of this LOA.

A. COUNTERNARCOTICS. The USG will fund programs up to $344.318 million (USD 344,318,000) to support efforts by the GOA to eliminate the cultivation of opium poppy and trafficking in its derivatives. Upon request, the GOA will provide land and real property adequate at no cost to the USG, to support the operations set forth below.

(1) Poppy Elimination Program

The USG will provide support for the Poppy Elimination Program (PEP), a program designed to reduce poppy cultivation in the provinces of Badakhshan, Balkh, Farah, Helmand, Kandahar, Nangahar, and Oruzgan and elsewhere in Afghanistan. Teams in each of the provinces made up of international advisors and Afghan personnel from the Ministry of Counternarcotics (MCN) will expand public information programs by provincial governors intended to discourage poppy cultivation and raise support for counternarcotics programs, support and monitor provincial and district eradication programs, encourage local residents to seek alternative livelihoods, and promote legitimate and sustainable development in Afghanistan.

For the GOA, the MCN will hire and assign Afghan MCN personnel -- a team leader, a public information specialist, two alternative livelihood specialists, and two crop verification/land use specialists -- to each of the seven US-funded provincial PEP teams. The MCN will also provide each PEP team with necessary and appropriate numbers of Afghan support staff, including secretaries and translators, as mutually determined. The MCN will coordinate with the governor of each participating province to provide, without charge, appropriate and adequate office space for PEP advisors and their support staff in close proximity to the offices of the provincial governor. The Ministry of the Interior (MOI) and/or the governor will also provide such local law enforcement personnel as are necessary to ensure the safety of the international and Afghan members of the PEP teams.

In Kabul, the MCN will assign and manage qualified Afghan personnel to fill the National PEP Program Director and two Deputy PEP Program Director positions, and provide, at MCN headquarters, such office space and personnel and other support as is mutually agreed to be necessary.

(2) Afghan Eradication Force (AEF)

The USG will support a program to reconfigure the Central Poppy Eradication Force into the AEF, and train, equip, and support the AEF's four, highly mobile eradication teams as they carry out operations throughout Afghanistan. The MOI will provide six hundred police personnel to staff four AEF teams, and up to eighty additional police and other qualified personnel to ensure adequate logistical, communications, transportation, and administrative and other support to AEF operations. If mutually agreed, the number of AEF officers may be increased.

The AEF will complement the operations of the PEP by eradicating opium poppy fields when it is determined that local initiatives are not effective. The USG will provide air and ground transportation support to predetermined areas of operation. The USG will provide airlift capacity for the AEF through contracted air assets. Deployments of the AEF will also be supported by a USG owned helicopter unit consisting of ten Huey-II helicopters and associated support

elements, which will be based in Kabul and in operating bases elsewhere in Afghanistan. The Huey-II helicopters will be equipped with sufficient and appropriate armament to provide for the security of the aircraft and their personnel, as well as to augment the security of the AEF during reconnaissance, search and rescue, medical evacuation or eradication operations. These aircraft shall be owned, operated and maintained by the USG.

The Rules on the Use of Force and Rules of Engagement and operational requirements for the US owned air assets will be the subject of a separate but wholly contained annex to this Letter of Agreement.

(3) Interdiction Program

The USG will provide the GOA with a comprehensive interdiction training and support package that complements the work of lead-nation United Kingdom and other counternarcotics partners. The USG will support projects that assist the National Interdiction Unit (NIU) and the Counternarcotics Police of Afghanistan (CNPA). Support includes equipment, infrastructure, personnel and capacity building to the counternarcotics police. Specifically, the proposed assistance will include senior mentors/senior advisors, translators/interpreters, infrastructure (housing, offices), equipment packages (uniforms, supplies etc.), vehicles and fuel to assist with the formulation and implementation of professional standards requirements, standard operating procedures, training and guidance on management and administration of counternarcotics enforcement officers and staff. The USG will also provide the equipment, operations and maintenance for the National Interdiction Center (NIC) which will house all Afghan interdiction units. In addition, the USG will establish a vetting program and provide training, incentives, and supporting administrative costs for the Afghan NIU. The GOA will recruit CNPA candidates from those Afghan National Police (ANP) officers who have completed their basic training.

(4) Public Information Campaign

The USG shall assist the GOA in mobilizing support for its counternarcotics, justice and law enforcement policies and programs through funding a multimedia national public information campaign. The project will include production of media, surveys and capacity building within the GOA. The GOA will provide personnel to facilitate the capacity building and the production of media for this project.

B. CRIMINAL JUSTICE PROGRAM. The USG will fund programs up to $23.5 million (USD 23,500,000) that provide the GOA with a comprehensive criminal justice reform package that complements the work of lead-nation Italy and other justice sector reform initiatives. These programs will focus specifically on criminal justice reform and public access to justice. Upon request, the GOA will provide land and real property, at no cost to the USG, adequate to support the operations set forth below.

(1) Criminal Justice Reform

The USG will assist the GOA to further develop a fair and transparent criminal justice system that functions in accordance with international human rights standards and the Afghan Constitution's due process protections. The specific projects funded this year under the agreement include, but are not limited to, training justice sector personnel, supporting professionalization of the legal community, providing infrastructure support, assisting penal reform, seconding expert legal and technical advisors, helping to establish the National Legal Training Center, and capacity- building within the permanent justice institutions.

Justice sector reform projects under this agreement will also serve to enhance the Police and Counternarcotics programs, described in this LOA and subsequent Amendments, by ensuring proper coordination amongst criminal justice sector operators and supporting foundational legal development.

A more detailed accounting of the actions to be taken and the resources to be provided by the USG and GOA in support of this project will be subject of a separate but wholly contained annex to this Letter of Agreement.

(2) Counternarcotics Justice Center

The USG and the GOA will work together to establish a criminal justice facility known as the Counternarcotics Justice Center (CNJC) for the purpose of detention, trial, and possible incarceration of mid to high- level narcotics offenders. Subsequent to this LOA, it will be the responsibility of the GOA to implement a Memorandum of Understanding (MOU) defining areas of responsibility and authority between Afghan institutions involved in operating and managing the CNJC.

The USG will provide assistance to help the GOA in operating the CNJC, and will provide training, mentoring, support and technical advice to the personnel assigned to the various components of the CJTF, which will be located at and operate from the CNJC. The USG will also provide limited support to operate and maintain the CNJC and train GOA personnel to operate and sustain the CNJC for two years.

The GOA shall fully own and operate the CNJC, with USG assistance as outlined in this Agreement, and cooperate to build permanent infrastructure and capacity within the GOA to detain, fairly prosecute, and incarcerate mid to high-level narcotics offenders. The MCN, with the concurrence of the MOI, Office of the Attorney General (AG), and the Supreme Court, will provide staffing of the secure court through the Criminal Justice Task Force (CJTF).

A more detailed accounting of the actions to be taken and the resources to be provided by the USG and GOA in support of this project will be subject of a separate but wholly contained annex to this Letter of Agreement.

C. LAW ENFORCEMENT PROGRAM –

The USG will provide the GOA with a comprehensive law enforcement training and reform package that complements the work of lead-nation Germany and other law enforcement sector reform partners. The USG intends to obligate up to $419.462 million ($419, 462,000 USD) this year on projects that support the training, equipment, infrastructure and organizational reform needs of the law enforcement sector in Afghanistan to include national police, counternarcotics police, border police and highway police. Upon request, the GOA will provide land and real property at no cost to the USG, adequate to support the operations set forth below.

(1) Training Program

The USG will assist the GOA with continued training for Afghan police to enhance the GOA's capability to promote and enforce the rule of law. The USG will continue to maintain and operate the Central Training Center (CTC) in Kabul as well as Regional Training Centers (RTC) in Herat, Gardez, Kandahar, Konduz, Jalalabad and Mazar-e-Sharif and will establish a new RTC in Bamiyan to support the basic training of 62,000 combined national police, border police and highway patrol. The USG will also support additional specialized training on an as needed basis.

The GOA will authorize access to and use of an appropriate location/area at or near the provincial reconstruction team in Bamiyan for the purpose of establishing a Regional Training Center for the conduct of activities related to the training of Afghan police and for such other purpose as may be mutually agreed.

(2) Mentoring Program

The USG will deploy and support up to 50 mobile Police Advisory Teams consisting of up to 4 USG police mentors per team as well as security, logistical and administrative support personnel. These teams will provide on the job mentoring and guidance for all Afghan police to ensure that skills learned in the classroom are effectively utilized and practiced in the field.

The GOA will authorize access to and free use of regional, provincial, and district police stations so that the mentoring teams may effectively interact with local Afghan police for the purpose of providing training and mentoring assistance.

(3) Police Reform Program

The USG will continue to support implementation of the previously established Ministry of Interior Reform Project. This project will focus primarily on structural organization reform and pay and rank reform but also include continued support for development of recruitment and deployment strategies, further development of standard operating procedures and professional standard units, as well as community policing and revenue generation initiatives.

The GOA will work with the USG and other international partners to ensure that the plan developed to restructure the MOI is fully accepted within the GOA and implemented expeditiously.

(4) Equipment and Infrastructure Support

The USG will continue to support provision of personal equipment packages (non-lethal) and uniforms for police to better identify and indicate police presence to the public and will expand the Identification Card and Personnel Database to include the regionally trained national police, border police and highway police. The USG will also support police infrastructure needs with basic renovation and supplies for certain regional, provincial, and district police stations.

The GOA will provide access to the USG to police stations for renovation and distribution of supplies.

III. CONTINUED FUNDING

Provision of USG funding for these and any other projects beyond the current period is conditioned upon satisfactory progress toward project goals as described below, and contingent upon US Congressional authorization and appropriation of funds, the availability of such funds, and approval by the Assistant Secretary of State for International Narcotics and Law Enforcement Affairs (INL).

In addition, expenditure of any USG funds on acquisition, construction, or rehabilitation/repairs of real property, or renting or leasing of real property in the furtherance of the objectives of this Agreement, may be contingent upon additional Congressional approval. Such expenditures shall not proceed without specific advance written approval from INL.

IV. PROJECT GOALS AND ACHIEVEMENT VERIFICATION

The specific goals of these projects are:

(1) Enhance the capacity of the GOA to implement public information and other programs that result in a substantial reduction in poppy cultivation in the targeted provinces and throughout Afghanistan;

(2) Provide the Ministry of Interior (MOI) with a more agile, responsive and secure eradication force so that it can more effectively assist the Ministry of Counternarcotics (MCN) to achieve the GOA-USG poppy elimination goal for 2006;

(3) Restructure the MOI to operate effectively as a professional, democratic law enforcement institution;

(4) Improve Afghan police infrastructure and equipment; and

(5) Support the Ministry of Justice and related GOA entities' efforts to re-establish and reform judicial processes and initiate a program of prison reform.

Progress toward these goals will be measured in terms of:

(1) Each PEP province achieving a ten percent net reduction in poppy cultivation below 2005 levels, excluding eradication by AEF teams, as estimated by official USG sources;

(2) Sufficient supplemental eradication by the AEF in any of Afghanistan's thirty four provinces to result in a twenty percent net reduction in cultivation below 2005 estimates of total cultivation;

(3) Increased institutional- capacity for the Ministry of Justice, the Attorney General's Office, and the Supreme Court as measured by fair, transparent, and efficient investigations, prosecutions, and judgments at a rate of a 15% yearly increase of fair trials and judicial proceedings;

(4) Increased capability in the criminal justice system to fairly investigate, prosecute, and punish criminal elements as measured by a 15% yearly increase of drug convictions, judicial proceedings, or closed cases that adhere to human rights and due process standards;

(5) Functioning of an operational secure court and detention facility to detain, prosecute, try, and incarcerate mid to high-level narcotics offenders;

(6) Arrest, successful prosecution and incarceration of major and mid-level narcotics traffickers;

(7) A 10% increase from 2005 of drug and precursor chemical seizures or arrest/detention of drug traffickers, with 25% of the drug seizures resulting in arrests;

(8) Completion of initial training courses by 62,000 police officers, to include the border and highway police, and inception of a mentoring program that monitors the progress of newly trained police;

(9) Reform of the rank and pay structure of the ANP and elevation of the average salaries for Afghan police to be more in line with the cost of living and to increase the efficacy of the payroll system; and,

(10) Successful management and operation of the Kabul CNJC and the assignment of dedicated judges, prosecutors and investigators to the CJTF.

Methods of verification will include:

(1) Observation and reports by USG personnel;

(2) Independent assessments by internationally recognized organizations;

(3) Annual USG estimates and analyses of the extent of illegal drug cultivation or other internationally accepted methods of verification;

(4) Measurements of criminal activities;

(5) Assessment of Afghan public perceptions of their safety and security; and,

(6) Evaluations of police performance by US and international advisors, and observations of coalition military forces.

V. EVALUATION PLAN

Representatives of the Government of the United States and the Government of Afghanistan shall meet every month to review progress towards achievement of the project goals and objectives. Progress will be evaluated in accordance with the measurements of success described above. A report will be prepared jointly to summarize the results of these evaluations and submitted to Washington.

STANDARD PROVISIONS

1. Financing

A. Disbursement of USG funds for procurement of goods and services will be made as charges against sub-obligating documents prepared and issued by the American Embassy Kabul or by the U.S. Department of State, Bureau of International Narcotics and Law Enforcement (INL).

B. Funds obligated by the United States that have not been sub-obligated within twelve months following the close of the USG fiscal year in which the Agreement is signed may be de-obligated by the USG. An extension of the sub-obligation period may be granted upon request to INL.

C. The GOA will ensure effective day-to-day operation of the programs described above within the Ministry of Interior, the Ministry of Counternarcotics, the Attorney General's Office, the Supreme Court, and the Ministry of Justice by providing adequate funding for normal administrative and related expenses, such as payment of rents and utilities, telephone costs, salaries and benefits (including medical and other insurance protection), and by recruiting and retaining competent personnel.

The GOA shall make such reasonable efforts as are necessary to ensure that funds or other support provided under this Agreement are not employed in any way in support of drug trafficking.

2. Title

Title to all property procured through financing by the USG shall be to the GOA unless otherwise specified. However, title to all USG purchased fixed wing and rotary wing aircraft as part of this LOA and any amendments or annexes remains with the USG, unless otherwise specified.

3. Property and Personnel

A. Property

(1) Property furnished to the GOA or supported through funds provided by the USG shall be devoted to the purpose of the project specified and shall be used to further the project's objectives. The GOA agrees to return to the USG, or reimburse the USG for the original purchase price of, any property that it obtains through funds provided by the USG which is not used in accordance with this provision. Funds derived from the sale, re-export, transfer, or other

disposition of any property furnished by the USG to the GOA for the projects shall be used in furtherance of the objectives of the projects.

(2) All equipment, supplies, and material will be accounted for to the American Embassy Kabul by the end-user in no less rigorous manner than would be used if the equipment, supplies and material were acquired by the GOA with GOA funds.

B. Personnel

(1) The GOA agrees to assign the requested number of qualified personnel to the programs described above, and to retain in the programs for which they have been trained, those personnel who have received training funded under this Agreement for a minimum of two years after completing such training. This requirement may be waived by written agreement of authorized representatives of the GOA and the USG.

(2) Before scholarships, fellowships or participant training for personnel proposed by the GOA can be furnished or funded under this Agreement, personnel proposed for the training must execute a certification, as set forth in Annex A to this Agreement, that he/she has not been convicted of a narcotics offense or been involved in narcotics trafficking within the last ten years.

4. Monitoring and Evaluation

A. Each Party shall have the right:

(1) To examine any property procured through or financed by that Party under these projects to determine that such property is being used in accordance with the terms of the projects; and

(2) To inspect and audit any records and accounts with respect to funds, property and contract services furnished by that Party under this Agreement to determine that such funds, services or property are being utilized in accordance with the terms of this Agreement.

B. The Parties agree to monitor the progress of these projects jointly and to monitor the use of project equipment and material at least

annually during the life of the project. Each Party will assign qualified personnel to participate in the monitoring and evaluation process.

C. Each Party will furnish the other with information necessary to evaluate the effectiveness of project operations under the terms of this Agreement. At the termination of each project a completion report shall be issued as an integral part of this process. The completion report will include a summary of USG and GOA project contributions, a record of activities performed, objectives achieved, and related basic data.

5. Applicable Laws

A. Both governments shall expend funds and support project operations in accordance with their respective government's applicable laws and regulations.

B. All goods and services procured with USG funds will be procured in and shipped from the United States unless otherwise provided for in this Agreement or as otherwise authorized by the USG.

6. Currency Exchange

The GOA shall make such arrangements as may be necessary to ensure that funds introduced into Afghanistan by the USG for the purpose of carrying out obligations of the USG under this Agreement shall be convertible into currency of the host nation at the highest rate which at the time of conversion is not unlawful.

7. Taxes

A. Material and Equipment

Any funds, material and equipment introduced into Afghanistan by the USG or by any person or entity (including but not limited to contractors and grantees) funded by the USG pursuant to this Agreement shall be exempt from taxes, service charges and investment or deposit requirements and currency control in Afghanistan, and the import, export, acquisition, use or disposition of

any such property or funds in connection with this Agreement shall be exempt from any tariffs, custom duties, import and export taxes, taxes on purchases or disposition and any other taxes or similar charges in Afghanistan.

B. Contract Services

Any foreign contractor, including any consulting firm, and any foreign personnel of such contractor financed under the project and any property or transaction related directly to such contracts, and any commodity procurement transaction financed under this project are exempt from identifiable taxes, tariffs, duties or other levies imposed under law in effect in Afghanistan.

8. Status of USG Personnel in Afghanistan

A. The GOA agrees to receive persons designated by the USG to discharge responsibilities of the USG under this Agreement. Upon appropriate notification from the USG, the GOA will grant such persons the privileges and immunities accorded to the Administrative and Technical staff of the USG and assigned to the US Embassy except as otherwise provided in this Agreement.

B. All personnel in the USG assigned to duties in Afghanistan in connection with cooperative/technical assistance programs and projects and accompanying members of their families shall be exempt from all Afghanistan income taxes and social security taxes with respect to income earned while in Afghanistan, and from property taxes on personal property intended for their own personal use. Such personnel and accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into Afghanistan for their own use, as is accorded by the GOA to diplomatic agents of the US embassy in Afghanistan.

C. The privileges and immunities provided under paragraphs 7 and 8 are not applicable to citizens or permanent residents of Afghanistan present in Afghanistan in conjunction with this LOA.

9. Human Rights

The Parties recognize and agree that the protection of human rights is an important element of this bilateral Agreement. To this end, the Parties understand and agree that:

A. USG assistance to the GOA is conditioned on the GOA actively protecting human rights in Afghanistan, and

B. In accordance with United States law and policy, no USG assistance or funds will be provided under this Agreement to or for use by a unit of the security forces of the GOA if the US Secretary of State has credible evidence that such a unit has committed gross violations of human rights, unless the US Secretary of State determines that the GOA is taking effective measures to bring the responsible members of the security forces unit to justice. The Parties understand and agree that "effective measures" means that the GOA is carrying out a credible investigation and that the individuals involved face appropriate disciplinary action or impartial prosecution in accordance with Afghanistan law.

10. Final Clauses

A. This Agreement shall enter into force when signed by authorized representatives of both Governments. Modifications to this LOA may be made as agreed by the Parties and issued as Amendments to the LOA. Either Party may terminate this Agreement by giving the other Party a 6O-day prior written notice of intent. Termination of this Agreement shall cancel any obligations of the two Parties to make contributions pursuant to this Agreement, except for payments to commitments entered into with third Parties prior to the notice of cancellation of the Agreement.

B. Notwithstanding the notification procedures set forth in paragraph A, the USG reserves the right to terminate any and all assistance provided under this Agreement immediately upon notice or take appropriate other measures if an agency of the GOA, to or through which assistance is being provided under this Agreement or a key individual of such agency or any recipient of scholarships, fellowships or training financed under this Agreement is found to have been

convicted of a narcotics offense or to be or have been engaged in drug trafficking as defined in 22 CFR Part 140.

C. It is expressly understood that the obligations under paragraph 3 of this Agreement relating to the use of property shall remain in force after termination of this Agreement without respect to time.

Done in duplicate at Kabul, Afghanistan, this day of 9 March of 2006, in English and Dari. In case of dispute, the English text will take precedence.

For the USG
Ronald E. Neumann,
US Ambassador to Afghanistan

For the GOA
Abdullah Abdullah,
Minister of Foreign Affairs

PARTICIPANT CERTIFICATION
NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:

a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotics or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that United States Department of State (DOS) may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my DOS-financed training.

Signature:

Name:

Date:

NOTICE

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.