

**LETTER OF AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE
HASHIMITE KINGDOM OF JORDAN CONCERNING
THE TRAINING OF IRAQI POLICE IN JORDAN**

PREAMBLE

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan, the Parties to this Letter of Agreement (hereinafter each individually a "Party" and collectively "the Parties"),

Desiring to cooperate towards working on the restoration of the conditions of security and stability in Iraq by means of rebuilding the capacity of the Iraqi civilian police force,

Recalling United Nations Security Council Resolutions 1483 and 1546,

Sharing a mutual interest in combating transnational crime and developing closer regional law enforcement cooperation,

Noting that the Jordan International Police Training Center was established pursuant to the "Contractual Agreement between the Coalition Provisional Authority in Iraq and the Government of the Hashemite Kingdom of Jordan Concerning Access to and Use of the Facilities in Jordan for Iraq Police Training" of October 13, 2003,

Noting further that the Coalition Provisional Authority in Iraq has ceased to function as an entity effective on the transfer of sovereignty to the Government of Iraq,

Desiring to continue the Training of Iraqi Police in Jordan to provide a secure training facility, a curriculum of instruction in police skills, a cadre of multinational instructors, and logistic support for Iraqi police cadets and trainers,

Have agreed as follows:

**Article I
GENERAL**

1. The Parties will continue to support a project designed to provide civilian police training for Iraqi police force trainees in Jordan. The purpose of this Letter of Agreement ("LOA") is to continue the project commenced under the Agreement entered into on October 13, 2003 by the Coalition Provision Authority ("CPA") in Iraq and the Hashemite Kingdom of Jordan entitled "Contractual Agreement between the Coalition Provision Authority in Iraq and the Government of the Hashemite Kingdom of Jordan Concerning Access to and Use of Facilities in Jordan for Iraq Police Training" (hereinafter "JIPTC Agreement"), and to identify the respective rights and obligations of the Parties necessary to carry out and complete the project goals, to include security and base operations support for the Jordan International Police Training Center at Muwaqqar, Jordan and the training staff housing facility at Jawa, Jordan.

2. The actions to be taken and the resources to be provided by the Government of the United States of America ("USG") and the Hashemite Kingdom of Jordan ("GOJ") in support of this LOA are set forth below and constitute the clear understanding of each Party. Funds to be granted by the USG under the terms of this LOA will be specified under separate cover. Future funding for these projects by the USG is contingent upon the availability of duly authorized and appropriated funds, satisfactory progress towards project goals, and approval by the U.S. Department of State.

**Article II
DEFINITIONS**

As used in this Letter of Agreement, the terms below shall have the following meanings:

"JIPTC Agreement" refers to the Agreement entered into on October 13, 2003 by the Coalition Provision Authority ("CPA") in Iraq and the Hashemite Kingdom of Jordan entitled "Contractual Agreement between the Coalition Provision Authority in Iraq and the Government of the Hashemite

Kingdom of Jordan Concerning Access to and Use of Facilities in Jordan for Iraq Police Training.”

“JIPTC personnel” includes the military and civilian personnel of the governmental entities who were participating in or were agents of the JIPTC for the purposes of the JIPTC Agreement, together with USG and governmental entity contractor employees, not nationals or permanent residents of the Hashemite Kingdom of Jordan, in connection with the JIPTC Agreement or this LOA or in connection with a contract or similar agreement entered into pursuant to or in furtherance of the JIPTC Agreement or this LOA.

“JIPTC contractors” includes companies and firms employed by the former or current JIPTC or its designated representatives or governmental agents in connection with the JIPTC Agreement, this LOA, or in connection with a contract or similar agreement entered into pursuant to or in furtherance of the JIPTC Agreement or this LOA.

“Governmental entities” means entities, including subdivisions, of states participating as members of the JIPTC, who are acting on behalf of or as agents for the JIPTC for purposes of this Letter of Agreement, or for purposes of a contract or similar agreement entered into pursuant to or in furtherance of the JIPTC Agreement or this LOA.

“IP trainees” means Iraqi residents receiving police training in Jordan in connection with the JIPTC Agreement or this LOA.

“Base Services” means those facility, grounds, and physical infrastructure-related services necessary to maintain and operate the buildings, grounds, and physical support infrastructure required to achieve the training mission.

“Facilities management” includes the planning, direction, and leadership required to effect actions related to all physical infrastructure, utility systems, facilities, and other major and minor equipment, whether for routine, scheduled or emergency services.

“Facilities maintenance” includes all physical infrastructure, utility systems, facilities, and other major and minor equipment, whether for routine, scheduled, or emergency services.

“Facilities operations and administration” includes provisioning, storing, assembling, and applying spare parts and components, as well as repair and maintenance services required by JIPTC.

Article III
PROJECT DESCRIPTION

The project is designed to train Iraqi police officers in Jordan. Under the terms of this LOA, the GOJ will provide facilities, security, and base operations and maintenance for the International Police Training Center at Muwaqqar, Jordan, hereafter referred to as "Jordan International Police Training Center" ("JIPTC"), and the training staff housing complex at Jawa, Jordan. The USG will be responsible for administering the training program and will compensate the GOJ through the Public Security Directorate ("PSD") for the costs of providing the required facilities, utilities, services, supplies, equipment and capabilities enumerated herein. Toward that goal, the USG and the GOJ shall take actions and commit resources on an annual basis as authorized by their respective legislative processes to support this LOA.

A. JIPTC ADMINISTRATION

1. The JIPTC will be directed by the USG, or its designated representatives, in close coordination with the PSD. The provisions of Article III, Program Development, Administration, Management and Costs, specifically subparagraphs a, c, d, e, and h of the JIPTC Agreement shall apply, *mutatis mutandis*, inclusive of changes herein. Accordingly,
 - a. the JIPTC, or its designated representative, in close coordination with the PSD, shall develop, manage, and administer the JIPTC training program at the Muwaqqar facility with a view toward providing support for as many as 3,000 Iraqi Police ("IP") trainees and 1,500 trainers and staff at any given time;
 - b. except as otherwise noted in this LOA or in the JIPTC Agreement, the USG shall bear, on a reimbursable basis, the costs specified in this LOA related to the programs offered by the JIPTC, and of the costs of improvements to the Muwaqqar and Jawa facilities and their operation and maintenance in connection with this LOA;
 - c. PSD will continue to provide Arabic/English translators and accredited Jordanian Police Officers/Instructors for the JIPTC for the duration of this LOA, the costs of which will be reimbursed by the USG;

- d. the PSD will provide a security unit and a base command group as needed in the overall command structure, and in a manner that reflects the very high level of concern for the safety and security of all individuals concerned;
 - e. the Parties agree that the command and control relationships concerning the administration and provision of security for the facilities are accurately portrayed in the JIPTC Agreement, incorporated herein by reference.
 2. The JIPTC and its duly authorized personnel, to include agents and contractors, shall have unrestricted use of and access to facilities in Muwaqqar and Jawa, as appropriate, so long as the USG determines that these sites, or any of them, are needed to achieve the training mission.
 3. The Director, Jordan International Police Training Center, as the senior JIPTC representative, shall manage, direct, and administer the operations of the JIPTC, in close coordination with the PSD Base Commander. The Director shall be responsible for establishing and modifying training requirements and the instructional curriculum, and coordinating student scheduling and travel arrangements. The JIPTC internal security force, under the overall direction of the Director JIPTC, is responsible for internal security at the JIPTC and shall request assistance from the PSD security forces when necessary in emergency situations. In such cases, onsite JIPTC staff will inform both the JIPTC management and USG staff as soon as reasonably possible.
 4. The Base Commander shall be responsible for base operations and services, under the direction of the Director, JIPTC.
 5. The USG shall return, as the sole and unencumbered property of Jordan, all buildings, facilities, or areas at the Muwaqqar and Jawa facilities once they are no longer used by the JIPTC in connection with this LOA, including any construction or improvement carried out on the building, facilities, or areas by the JIPTC, less reasonable fair wear and tear. This provision does not apply to removable property of the JIPTC, the governmental entities or their contractors. Removable property of the GOJ remains the property of the GOJ.

6. The JIPTC, the governmental entities or their contractors shall keep original title to all their equipment, materials, supplies, relocatable structures, and other property they have imported into or acquired within Jordan in connection with this LOA that does not become a fixture or otherwise permanently attached to buildings or other real property in Jordan.
7. In accordance with applicable laws and regulations, the JIPTC and its designated representative(s) or agent(s) may award contracts or other similar agreements for construction, repairs, maintenance, and other goods/services as needed at the Muwaqqar and Jawa facilities identified in Article II of the JIPTC Agreement encouraging the employment of Jordanian nationals. The JIPTC, the government entities, and their contractors present in Jordan for the purposes set forth herein may also carry out related work regarding the facilities and locations identified in Article II of the JIPTC Agreement, under the general direction of JIPTC.
8. The Parties agree to coordinate with each other concerning the joint control of entry into and exit from the facilities.
9. The Parties shall issue instructions as needed to ensure that the obligations provided by this LOA are fully implemented.
10. The Parties may enter into contracts, implementing arrangements, or other similar agreements with third parties or implementing arrangements with each other to carry out the provisions of this LOA. In the event of conflict between a contract, implementing arrangement, or other similar agreement and this LOA, the terms of this LOA shall govern Settlement of Disputes.
11. The Parties may increase, amend, or terminate projects undertaken in conjunction with this LOA as agreed to by the Parties in writing. Such projects shall be subject to the terms and conditions of this LOA. The planned life of this project is until approximately 32,000 Iraqi students have been trained, or a number that is mutually agreeable to both Governments.
12. Settlement of Disputes: Any dispute or disagreement regarding interpretation or application of this LOA shall be resolved by consultation between the Parties and shall not be referred to any third party or international tribunal for settlement.

B. RESPONSIBILITIES OF THE GOJ

The GOJ agrees to provide the following according to the qualifications and standards to be outlined in the Statement of Work provided by the USG, at the price agreed to by the Parties. The GOJ may designate representatives to provide these services on its behalf.

- a. a command group element to include a Head of Security to serve as the Base Commander and his supporting staff;
- b. when needed, upon request of the JIPTC, sufficient senior level PSD officers to prepare for a potential transition from USG management;
- c. exterior perimeter security using PSD security forces;
- d. emergency assistance to the JIPTC with internal security matters, upon the request of the JIPTC security staff;
- e. at the levels currently provided, training program personnel to be integrated into the JIPTC training program, including General Policing Instructors, Operational Policing Instructors, Cadet Brigade Command Drill Instructors, Language Assistants and other staff support required;
- f. upon request of the JIPTC, followed by written confirmation, temporary or emergency staffing support from PSD personnel;
- g. upon written request of the USG, if additional permanent staff are required beyond the levels currently provided, the GOJ will provide such personnel in accordance with the terms of this LOA;
- h. transportation for Police Students/Cadets which will include transporting them to the JIPTC upon their arrival in Jordan and back to the point of departure from the JIPTC upon completion or termination of the training, and such other transportation as needed or as requested in writing by the JIPTC;
- i. transportation for Language Assistants from designated pick up points to and from the JIPTC;
- j. transportation for Instructors to and from the facilities at Jawa and Muwaqqar;

- k. telephone service capability to the facilities, via microwave technology, for telephone and internet service network capability to the Jawa and Muwaqqar sites for JIPTC use supporting uninterrupted telecommunications operation to all facilities;
- l. invoices for all utilities including electricity, water, and sewage services for all JIPTC facilities;
- m. operational performance of all physical infrastructure, utility systems, HVAC (Heating, Ventilation, Air Conditioning), grounds, and facilities (to include integrity, usability, and availability) at the Jawa and Muwaqqar sites to support the mission, including but not limited to:
 - i. major or minor equipment, routine, scheduled, and emergency maintenance services for all mechanical, electrical, and plumbing at the facility level, common building level, and individual quarters level;
 - ii. major or minor, routine, scheduled, and emergency maintenance services for street and security lighting, for all fencing, walls, roads, walkways and curbs;
 - iii. stock, assemble, and apply spare parts and components to provide and effect repairs and services requested by JIPTC personnel;
- n. diesel fuel, petrol, oil and lubrications supplies and services at the Muwaqqar and Jawa sites;
- o. housekeeping and janitorial services for classrooms, dining areas, sleeping quarters, canteens, warehouses, outside yards, outside sports areas, offices, sitting areas, bathrooms, and other JIPTC designated areas at the Muwaqqar and Jawa sites;
- p. pest and vermin control and eradication services at the Muwaqqar and Jawa sites;
- q. trash removal and disposal at the Muwaqqar and Jawa sites;

- r. potable water sufficient to meet the continuous needs of a community of approximately 4,500 at the Muwaqqar and Jawa sites;
- s. emergency response services and on site fire departments fully equipped to ensure fire protection for the facilities and the JIPTC community at the Muwaqqar and Jawa sites;
- t. routine and emergency medical and dental support for the IP trainees and staff, consistent with services provided prior to the signing of this LOA, until superseded by a separate agreement specifically related to the provision of medical and dental care.

C. RESPONSIBILITIES OF THE USG

The USG will provide the following:

- a. subject to the availability of appropriated funds authorized for the purpose, compensation to the GOJ for the direct and indirect costs associated with the provision of support required by this LOA;
- b. management and oversight of the JIPTC in close coordination with GOJ;
- c. statement of requirements and statements of work detailing services areas and minimum acceptable standards for all base facility operations, performance of maintenance, maintenance of security and all other requested services;
- d. reimbursement to PSD for invoiced utilities covering JIPTC facilities;
- e. reimbursement to PSD for invoiced diesel and petrol consumed;
- f. as deemed necessary by the Parties, training for PSD officers to transition the JIPTC from USG management;
- g. a director for the Jordan International Police Training Center.

Article IV
PERFORMANCE GOALS AND MEASUREMENTS OF
EFFECTIVENESS

Bearing in mind the mutual goals set forth in the Preamble to this Agreement, the measurements of effective performance shall be set forth in detail in the Statement of Work, to be provided separately.

Article V
SERVICES

The USG will provide to the GOJ a list of all currently identified service areas in which the PSD may be interested in performing. All service areas (new and existing) will have a Statement of Work ("SOW") defined by the JIPTC. Each such SOW will contain standards, measurable and quantifiable performance metrics, performance measures, and the appropriate performance-reporting period(s). The JIPTC staff, with assistance as necessary from other USG staff, will work with the PSD to clarify any subject matter or procedural or process area required to plan, implement, and conclude PSD work in any of the desired service areas. At the conclusion of these discussions, an approved and operative SOW agreement will be signed by the JIPTC and PSD duly authorized representatives; such signatures shall mean that the parties understand the SOW and the operational procedures required by each service area, and that PSD agrees to provide the services under the terms and conditions stipulated, including but not limited to written requirements, standards, costs/pricing, invoicing and payment procedures, performance metrics, measures, and reporting requirements.

Article VI
JOINT REVIEW BOARD

Representatives of the USG and the GOJ will meet at least once per quarter to review performance, and evaluate program progress towards the overall training goals and objectives. This quarterly meeting will also provide the joint forum in which the Parties may raise other issues related to this LOA. Project progress will be evaluated jointly, in accordance with the performance measurements and other criteria developed in accordance with the service area SOWs and subsequent discussions. Information to be considered in conducting these evaluations will include both qualitative and quantitative indicators. To facilitate this process, the JIPTC will prepare an agenda in advance of each meeting. JIPTC will also prepare a summary report of each meeting, which will

be presented each quarter to the appropriate senior representatives of the USG and GOJ. These evaluations are in addition to the ongoing monitoring of the programs and activities conducted by relevant personnel of both governments.

Article VII STANDARD PROVISIONS

A. FUNDS

1. Disbursement of USG funds shall be for acquisition and or use of property, equipment, supplies, material (hereinafter collectively "property"), utilities, and services provided or to be prepared to provide.

It is the intent of the Parties that this LOA shall constitute an obligating document. It will be accompanied by a face sheet setting forth the amount and other documentation required.

2. Funds obligated by the USG that have not been spent within twelve months following the close of the USG fiscal year in which the LOA is signed may be de-obligated by the USG. An extension of this period may be granted by the USG, the Bureau of International Narcotics and Law Enforcement Affairs ("INL") acting on its behalf.
3. The GOJ shall support the project(s) in the LOA by ensuring adequate funding for normal administrative and related expenses for Jordanian personnel within its areas of responsibility. These expenses include the payment of rents, telephone costs, salaries and benefits (including medical and other insurance protections), per diem, and travel costs within Jordan, personal equipment and uniforms, and recruiting and retaining competent personnel. This provision does not apply to those Jordanian Police officers participating in the JIPTC whose compensation the USG has agreed to fund.

B. PROPERTY

1. Property furnished to the GOJ through funds provided by the USG shall be used to further the object and purpose of this LOA. The GOJ shall 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 that is not used in accordance with this provision.

2. The GOJ shall not authorize the export, re-export, transfer, loan, sale or other disposition of any property provided to it under this LOA without the prior written authorization of the USG. Funds derived from the export, re-export, transfer, loan, sale or other disposition of any property furnished or funded by the USG to GOJ under this LOA shall be used to further the objective of the LOA.
3. All property furnished or funded under this LOA shall be accounted for to the U.S. Embassy by the GOJ in no less rigorous manner than would be used if the property was acquired by the GOJ with GOJ funds.
4. Unless otherwise specified, the GOJ shall hold the title to all fixed property procured with funds provided by the USG under this LOA.

C. MONITORING AND EVALUATION

1. Each Party shall have the right:
 - a. to examine any property furnished or funded by that Party under this LOA to determine that such property is being used in accordance with the terms of the LOA, and;
 - b. to inspect and audit any records and accounts with respect to funds, property, or services furnished or funded by that Party under this LOA to determine that such funds, property, and services are being utilized in accordance with the terms of this LOA.
2. In addition to periodic evaluations, the Parties shall monitor the progress of implementation of this LOA, including the use of funds, property, and services furnished or funded under this LOA at least annually. Each Party shall assign qualified personnel to participate in the monitoring and evaluation process.
3. Each Party shall furnish the other with information necessary to evaluate the effectiveness of project operations under the terms of this LOA.

D. APPLICABLE LAWS

1. Each party shall expend funds and support project operations in accordance with its applicable laws and regulations.

2. Whenever feasible and reasonable, all property furnished or funded by the USG under this LOA shall be procured in and shipped from the United States unless otherwise provided for in this LOA, or in any project annex, or as otherwise authorized in writing by the USG.

E. IMPORTATION, EXPORTATION, TAXES, PRIVILEGES AND IMMUNITIES

1. The provisions of Article V of the JIPTC Agreement, "Contracting," paragraph a, c, and d only, shall apply, *mutatis mutandis*. Accordingly, in accordance with applicable laws and regulations, the JIPTC and its designated representative(s) or agent(s) may:
 - a. award contracts or other similar agreements for construction and major repair and maintenance at the Muwaqqar and Jawa facilities identified in Article II of the JIPTC Agreement. The JIPTC, and its contractors present in Jordan for the purposes set forth herein may also carry out construction work with JIPTC personnel regarding the facilities and locations identified in Article II of the JIPTC Agreement;
 - b. employ nationals of states who are participating members of the multi-national force in Iraq, permanent residents or citizens of Jordan, and nationals of other countries in connection with this LOA or in connection with a contract or similar agreement entered into pursuant to or in furtherance of this LOA. The JIPTC, its personnel and contractors shall be exempted from payment of all dues and customs, duties, taxes, personal or real, or similar charges by Jordan, its instrumentalities or any subdivision thereof for the acquisition of goods and services in Jordan on behalf of the JIPTC in connection with this LOA, or in connection with a contract or similar agreement entered into pursuant to or in furtherance of this LOA.
2. The provisions of Article VII of the JIPTC Agreement, "Importation, Exportation, and Taxes," shall apply, *mutatis mutandis*. Accordingly:
 - a. all materials, equipment, supplies, relocatable structures and other property (including funds) required by the JIPTC or its contractors in connection with this LOA, or in connection with a contract or similar agreement entered into pursuant to or in furtherance of this LOA, and such property required for the personal use of JIPTC personnel, and JIPTC trainees in Jordan in connection with this

LOA or in connection with a contract or similar agreement entered into pursuant to or in furtherance of this LOA shall be permitted entry into, acquired, used within and exportation from, Jordan free of customs duties, taxes and related charges. Taxes include but are not limited to import tax, value added tax on zero base and excise tax.

- b. JIPTC contractors (excluding Jordanian corporations, citizens and permanent residents) shall be exempt from payment of taxes on income, salaries and emoluments, or on any property in Jordan due to their presence there in connection with the LOA or in connection with a contract or similar agreement entered into pursuant to or in furtherance of this LOA.
3. The provisions of Article VIII of the JIPTC Agreement, "Privileges and Immunities," shall apply, *mutatis mutandis*. Accordingly:
- a. JIPTC personnel and IP trainees shall be accorded a status equivalent to that provided to the administrative and technical staff of the U.S. Embassy in Amman under the Vienna Convention on Diplomatic Relations concluded April 18, 1961. This status includes the right of temporary entry of privately owned motor vehicles.
 - b. upon notification by the JIPTC, Jordan shall accord the Director, International Police Training Center, and all International Police Training Center Deputy Directors, who are not Jordanian citizens or permanent residents, privileges and immunities equivalent to those accorded to diplomatic agents under the Vienna Convention on Diplomatic Relations concluded April 18, 1961.

F. ENTRY AND EXIT

GOJ shall facilitate the entry into, movement to and from the MUWAQAR and JAWA facilities, and exit from Jordan of JIPTC personnel, its contractors and their employees, and JIPTC trainees entering and exiting Jordan in connection with this LOA or similar agreement entered into pursuant to or in furtherance of this LOA. Procedures for the expedited issue of visas and other required accommodations by Jordan shall be in accordance with procedures as mutually agreed. Jordan shall not charge for visas and residence permits issued in connection with this LOA, or in

connection with a contract or similar agreement entered into pursuant to or in furtherance of this LOA.

G. HUMAN RIGHTS

The Parties recognize that the protection of human rights is an important element of this LOA. Towards this end, the Parties understand that:

1. USG funding provided to the GOJ in exchange for security, base support, material supplies and services in support of the Iraq police training program is conditioned on the GOJ actively protecting human rights in Jordan.
2. in accordance with United States law and policy, no USG assistance or funds shall be provided under this LOA to or for use by a unit of the security forces of the GOJ if the USG has credible evidence that such a unit has committed gross violations of human rights, unless the USG determines that the GOJ is taking effective measures to bring the responsible members of the security forces unit to justice. The Parties understand that "effective measures" means that the Hashemite Kingdom of Jordan is carrying out a credible investigation and that the individuals involved face appropriate disciplinary action or impartial prosecution in accordance with Jordanian law.

Article VIII FINAL CLAUSES

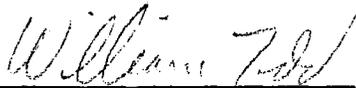
1. After this LOA has been signed by duly authorized representatives of the Parties, this LOA shall enter into force upon ratification by the Jordanian Council of Ministers. The terms of the LOA may only be amended by mutual written agreement.
2. Upon the entry into force of this Agreement, contracts in place under the JIPTC Agreement may remain in effect during a period of transition of one hundred fifty (150) days to permit the Parties to solicit and compete such contracts for goods and services as may be required to implement this agreement. The USG also encourages the GOJ and/or its agents, if they so desire, to compete in accordance with Article III, A., 7 of this LOA. The USG will give due consideration to responses from Jordanian firms to any such full and open competition.

3. Either Party may terminate this LOA by giving the other Party ninety (90) days prior written notice of its intention to terminate. The USG may suspend its obligations under this LOA in whole or in part upon giving the GOJ written notice with immediate effect.
4. Notwithstanding the termination of this LOA, the obligations of GOJ under Article VII, Paragraph B of this LOA relating to the use of property shall continue to apply without respect to time unless otherwise agreed in writing by the Parties.

DONE at Amman and the City of Washington, in duplicate, in the English and Arabic languages, both texts being equally authentic.

**For the Government of the
United States of America**

**For the Government of the
Hashemite Kingdom of Jordan**



**William E. Todd
Principal Deputy Asst. Secretary
Bureau of International Narcotics
and Law Enforcement Affairs**

**General Tahsin Shurdom
Director of Public Security**

Date: 9/24/2004

Date: 9/24/2004