

AMENDMENT
OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
AFGHANISTAN FOR THE ESTABLISHMENT AND OPERATION OF UNITED STATES
RADIO TRANSMITTING FACILITIES IN AFGHANISTAN

WHEREAS, the Government of the United States of America ("United States") and the Government of Afghanistan ("Afghanistan") have established a radio transmission facility at Kabul in Afghanistan for the rebroadcast of United States Government-funded nonmilitary programs pursuant to an Agreement between the Parties (the "Agreement"), signed at Washington October 3, 2002, and

WHEREAS, the United States requests and Afghanistan grants to the United States the right to provide radio programming from the Broadcasting Board of Governors ("BBG") to Radio-Television Afghanistan ("RTV Afghanistan") for broadcasting in Afghanistan.

NOW, THEREFORE, PURSUANT TO ARTICLE III AND ARTICLE XVIII OF THE AGREEMENT, THE PARTIES FURTHER AGREE AS FOLLOWS:

ARTICLE I – PREAMBLE

The Preamble of the Agreement is amended by deleting in the third subparagraph the language "and, at the option of the United States, in up to four (4) additional cities" and inserting ", Herat, Jalalabad, Kandahar, Mazar-e Sharif, Khost, Asadabad and Gardiz, for a total of eight (8) FM transmitting stations" and by adding a new subparagraph following the existing subparagraphs:

"Desiring to facilitate the installation of a 200 kW MW transmitting facility and a 10 kW FM transmitting facility, permitting the broadcast of United States Government-funded MW and FM broadcasts into the Tani/Khost area;"

ARTICLE II – PURPOSE

Article I of the Agreement is amended by deleting in the second paragraph "also" following the first instance of "Afghanistan" and by deleting the language "and, at the option of the United States, in up to four (4) additional cities" and inserting in its place ", Herat, Jalalabad, Kandahar, Mazar-e Sharif, Khost, Asadabad and Gardiz, for a total of eight (8) FM transmitting stations" and adding a new paragraph at the end of Article I as follows:

"Afghanistan also grants the United States the right to construct, install and operate a 200 kW medium wave (MW) radio transmitting facility and a 10 kW FM station at mutually agreed upon sites to facilitate broadcasting into the vicinity of Tani/Khost, Afghanistan."

ARTICLE III – TECHNICAL COMPONENTS

Article II of the Agreement is amended by deleting in paragraph A “As requested by the United States, the MW transmitting facility shall consist of:” and substituting the following sentence: “As requested by the United States, the MW transmitting facility at Pol-e Charki near Kabul shall consist of:” and by amending paragraph B as follows:

Amending the first sentence by deleting “and, at the option of the United States, in up to four (4) additional cities” after “in Kabul” and inserting the following language: “, Herat, Jalalabad, Kandahar, Mazar-e Sharif, and the three additional cities of Khost, Asadabad and Gardiz, for a total of eight (8) FM transmitting stations”; and

Amending the third sentence by deleting the sentence and substituting the following sentence: “As provided in a separate agreement between the BBG and RTV Afghanistan, the United States will pay \$500.00 (five hundred) USD per month for each of eight (8) FM transmitting stations for a total of \$4,000.00 (four thousand) USD per month to RTV Afghanistan for the operation and maintenance costs for all eight (8) FM transmitters owned and operated by the United States including the transmitters in Kabul, Herat, Jalalabad, Kandahar, Mazar-e Sharif and the three additional cities of Khost, Asadabad and Gardiz.”

The following new paragraphs shall be added to Article II:

“C. The 200 kW MW facility shall consist of a complete radio station package including AM transmitter, antenna, transmission line, tuning network, satellite system, power generators, equipment shelter with HVAC, and any other peripheral items needed for proper broadcasting.

“D. The 10 kW FM station shall consist of a complete radio station package including FM transmitter, antenna, mast, satellite system, power generator, equipment shelter (if needed) and any other peripheral items needed for proper broadcasting.

“Annex “A” Section D. contains a list of major items of new equipment that will be furnished and installed by the United States for the 200 kW MW transmitting facility to broadcast to the Tani/Khost area. The United States agrees to be responsible for the operation and maintenance and security and all costs associated with those activities for BBG’s 200 kW MW transmitter to be located in a mutually agreed upon location to best serve the Tani/Khost area for the duration of the term of this Agreement.

“Annex “A” Section E. contains a list of major items of new equipment that will be furnished and installed by the United States for the 10 kW FM

transmitting facility to broadcast to the Tani/Khost area. The United States agrees to be responsible for the operation and maintenance and security and all costs associated with those activities for BBG's 10 kW FM transmitter to be located in a mutually agreed upon location to best serve the Tani/Khost area for the duration of the term of this Agreement."

ARTICLE IV - LICENSING

Article IV of the Agreement is amended by deleting in subparagraph 4) "at the MW transmitting facility" and by inserting "...at each MW transmitting facility..." at the end of the sentence and deleting the word "and" after the semi-colon, by changing the period at the end of subparagraph 5) to a semi-colon and by adding the following new subparagraphs:

- "6) The assignment of, and exclusive right to utilize 621 kilohertz (kHz) for medium wave amplitude-modulation (AM) broadcasting at 200 kilowatts (kW), 24 hours per day, each day of the year;
- "7) The assignment of, and exclusive right to utilize 100.5 megahertz (MHz) for frequency modulation (FM) broadcasting at 1 kW in Khost, Asadabad and Gardiz for the three (3) additional FM stations, 24 hours per day, each day of the year; and
- "8) The assignment of, and exclusive right to utilize at least 3 FM frequencies (due to local interference) for FM broadcasts into the Tani/Khost area, 24 hours per day, each day of the year."

ARTICLE V - FREQUENCY REGISTRATION

For the purpose of inserting the new kilohertz frequency for the medium wave amplitude broadcasts, Article V of the Agreement is amended by deleting in the first sentence "1296 kHz frequency" and inserting in its place "1296 and 621 kHz frequencies" and in the last sentence by deleting the period after Kabul and inserting the following language at the end of the sentence: "and to assign the 621 kHz frequency for use into the Tani/Khost area."

ARTICLE VI - INTERFERENCE

For the purpose of inserting the new kilohertz frequency for the medium wave amplitude broadcasts, Article VI of the Agreement is amended by deleting in the second paragraph "1296 kHz frequency" and inserting in its place "1296 and 621 kHz frequencies" and by deleting in the third paragraph "1296 kHz frequency" and inserting in its place "1296 and 621 kHz frequencies."

ARTICLE VII - OPERATION AND MAINTENANCE

Article IX of the Agreement is amended to add a new second paragraph that reads as follows:

“The 200 kW MW transmitter facility and the 10 kW FM station shall be operated and maintained by United States personnel or their representatives at all times.”

ARTICLE VIII – FACILITY LEASE, SECURITY AND USE

Article XI of the Agreement is amended by deleting paragraph B of the Article and substituting a new paragraph B and adding new paragraphs C and D as follows:

“B. For the FM transmitting facilities located in Kabul, Herat, Jalalabad, Kandahar, Mazar-e Sharif and the three additional cities of Khost, Asadabad and Gardiz, the Parties hereby agree to the following:

- 1) In addition to the FM facilities located in Kabul, Herat, Jalalabad, Kandahar, and Mazar-e Sharif, the United States and Afghanistan mutually shall agree that the United States may construct and operate three (3) additional frequency modulation (FM) transmitting stations in Khost, Asadabad and Gardiz, for a total of eight (8) FM radio transmitting facilities;
- 2) The United States is granted exclusive rights to the use and occupancy of required property space to support FM transmitters and associated transmission equipment, including satellite earth-stations, in each of the eight (8) cities agreed upon by the Parties;
- 3) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facilities. Afghanistan shall grant and provide suitable access by United States personnel or their representatives to the facilities at all times;
- 4) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and
- 5) Afghanistan shall provide for the physical security of all equipment furnished and owned by the United States described in Annex “A,” A.1. and Annex “A,”D., to prevent any damage to or destruction or pilferage of such equipment.

C. For the MW transmitting facility serving Tani/Khost, the Parties hereby agree to the following:

- 1) For the duration of this Agreement, Afghanistan shall provide the United States the necessary land on the terms described herein for the MW transmitting facility. The United States is granted exclusive rights to the use and occupancy of said land on which the MW radio transmission facility is located;
- 2) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facility. Afghanistan shall grant and provide suitable access by United States personnel or their representatives to the

facility at all times. Afghanistan shall permit any such United States personnel or representatives to provide physical security at the site in addition to any security provided by Afghanistan;

- 3) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and
- 4) The MW site serving Tani/Khost shall consist of a parcel of land of approximately nine (9) hectares as required to contain the MW transmitting facility described in Article II C.

D. For the 10 kW FM transmitting facility serving Tani/Khost, the Parties hereby agree to the following:

- 1) For the duration of this Agreement, Afghanistan shall provide the United States the necessary land on the terms described herein for the FM transmitting facility. The United States is granted exclusive rights to the use and occupancy of said land on which the FM radio transmission facility is located;
- 2) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facility. Afghanistan shall grant and provide suitable access by United States personnel or their representatives to the facility at all times. Afghanistan shall permit any such United States personnel or representatives to provide physical security at the site in addition to any security provided by Afghanistan;
- 3) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and
- 4) The FM site serving Tani/Khost shall consist of a parcel of land of approximately one (1) hectare as required to contain the FM transmitting facility described in Article II D.”

ARTICLE IX – DISPUTE RESOLUTION

Article XXI of the Agreement is amended by deleting the second paragraph of the Article and substituting a new second paragraph as follows:

“In the event of a disagreement concerning the interpretation or implementation of this Agreement, the parties shall endeavor to settle their dispute amicably and by means of negotiation. Disputes regarding the interpretation or application of this Agreement that cannot be resolved by negotiation shall be submitted to the Board of the Broadcasting Board of Governors, or its designee, and to the General President of RTV Afghanistan, or his/her designee, for final resolution. In the event the dispute cannot be resolved

by negotiation between the Board and the General President, the dispute shall be settled through diplomatic channels.”

ARTICLE X – ANNEX A

Annex A to the Agreement is amended by deleting the title of the Annex and replacing it with the following:

“MAJOR ITEMS OF NEW EQUIPMENT REQUIRED AT EACH OF THE MW AND FM TRANSMITTING FACILITIES PROVIDED BY THE UNITED STATES”

Section A.1. of Annex A is amended by deleting “specific GFE items” and inserting in its place “specific GFE items to be located at Kabul (Pol-e-Charkhi)”.

New Sections D and E, itemizing the equipment that will be installed at the MW transmitting facility and the FM transmitting facility serving Tani/Khost, shall be added to Annex A and shall read as follows:

“D. The 200 kW MW facility serving Tani/Khost shall consist of a complete radio station package including the following items:

1. One (1) 200 kW MW solid state transmitter and its peripheral support equipment, including RF transmission line sections, connections, switches, dummy load and select spare parts.
2. One (1) three meter, C-Band receive only antenna for digital audio program feed (downlink) and related standard equipment racks. One (1) two-way VSAT type satellite antenna and related equipment for a backup program feed as well as for remote monitoring capabilities via its uplink.
3. Audio program chain equipment, including AM audio processor, backup audio program source (CD player), appropriate patch panels and connectors, and related standard equipment racks.
4. Medium wave Antenna and associated antenna tuning network.
5. Appropriate weatherproof equipment shelter with HVAC to house transmitting station equipment and any other peripheral items needed for proper broadcasting.
6. A sufficient number of power generators to operate the entire MW facility as no reliable power is available in the vicinity of the anticipated site location.

E. The 10kW FM facility serving Tani/Khost shall consist of a complete radio station package including the following items:

1. One (1) 10 kW FM solid state transmitter.
2. One (1) three meter, C-Band receive only antenna for digital audio program feed (downlink) and related standard equipment racks. One (1)

two-way VSAT type satellite antenna and related equipment for a backup program feed as well as for remote monitoring capabilities via its uplink.

3. Audio program chain equipment, including FM audio processor, backup audio program source (CD player), appropriate patch panels and connectors, and related standard equipment racks.
4. Broadband FM Antenna with mast and transmission line.
5. Appropriate weatherproof equipment shelter with HVAC to house transmitting station equipment and any other peripheral items needed for proper broadcasting.
6. A sufficient number of power generators to operate the entire MW facility as no reliable power is available in the vicinity of the anticipated site location.”

ARTICLE XI - SAME TERMS AND CONDITIONS – ENTRY INTO FORCE

All other terms and conditions of the Agreement shall continue unchanged.

This Amendment shall enter into force upon signature and shall remain in force for the duration of the term of the Agreement.

IN WITNESS THEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Amendment.

DONE at Washington, District of Columbia, this 4th day of May, 2006 in duplicate in the English language.

FOR THE UNITED STATES OF AMERICA:



Kenneth Y. Tomlinson
Chairman
Broadcasting Board of Governors

FOR AFGHANISTAN:



Najibullah Roshan
Director General
Radio Television Afghanistan