

No. 15070

**UNITED STATES OF AMERICA
and
IRAN**

**Memorandum of Understanding relating to civil emergency
preparedness. Signed at Tehran on 22 November 1975**

Authentic text: English.

Registered by the United States of America on 22 October 1976:

**ÉTATS-UNIS D'AMÉRIQUE
et
IRAN**

**Mémoire d'accord relatif au plan d'organisation des
secours en cas de catastrophe. Signé à Téhéran le 22 no-
vembre 1975**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 22 octobre 1976.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF IRAN, IMPERIAL IRANIAN ARMY, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, FEDERAL PREPAREDNESS AGENCY

PREAMBLE

Throughout late 1974 and 1975, representatives of the Supreme Commander's Staff, Imperial Iranian Army, Government of Iran, and the Federal Preparedness Agency, General Services Administration, Government of the United States of America, have conducted a series of exchanges concerning a program of cooperation between the Imperial Iranian Armed Forces and the Federal Preparedness Agency that would provide advisory technical assistance to the Imperial Iranian Armed Forces in organizing all aspects of its civil emergency preparedness capability.

I. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

Under this Memorandum of Understanding between the Government of Iran, Imperial Iranian Army, hereinafter referred to as the IIA, and the Government of the United States of America, General Services Administration, Federal Preparedness Agency, hereinafter referred to as the FPA, the FPA will provide advisory technical assistance in the form of consultants to the IIA in several emergency preparedness areas, to include the fields of mobilization, national readiness, and non-military defense, comprising, overall, the civil emergency preparedness capability of the Government of Iran.

II. SERVICES TO BE PROVIDED

The FPA is prepared to share its experience and place it at the disposal of the IIA and to assign the requisite temporary duty consultative personnel to a study/working group chaired by an Iranian official and consisting of personnel of both nationalities, organized by and under the direct guidance and supervision of the Supreme Commander's staff. The purpose of the study/working group will be to:

- (1) develop a clear conceptual statement of the overall mission to be accomplished in all aspects of civil emergency preparedness (CEP);
- (2) develop an organizational structure to carry out the mission;
- (3) review the basic CEP tasks to be assigned to specific offices, ministries and agencies and recommend modifications to existing agencies, as appropriate;
- (4) develop clear guidelines governing the relationships between elements of the government concerned with CEP to include the kind and degree of authority needed to coordinate and implement the total CEP effort;
- (5) assess the adequacy of existing authorities to deal with all potential contingencies, review the delegations of authority for compatibility with organizational arrangements and recommend modification, as appropriate;
- (6) recommend an approach to personnel requirements and training to carry out CEP functions;

¹ Came into force on 22 November 1975 by signature, in accordance with paragraph VIII.

- (7) outline a definitive time-phased program for the development of an effective CEP capability to include implementation of the measures proposed.

The FPA will provide the necessary technically competent personnel (estimated to be 30 man months) to be integrated into the Iranian-directed study/working group. Consultants are expected to be thoroughly familiar with the CEP operations of the FPA, the Defense Civil Preparedness Agency, and the Federal Disaster Assistance Administration.

The IIA will organize a study/working group consisting of personnel of both nationalities and will provide overall policy guidance and operating instructions directly to the study/working group.

III. PERSONNEL

To provide the foregoing services, the FPA expects to assign personnel for a total of 30 man months, whose combined qualifications will include expertise in the following areas: national security affairs; continuity of government; economic evaluation; resource management; disaster relief; and civil defense. The numbers of personnel assigned to Iran at any one time is expected to approximate the 30 man months figure.

IV. ESTIMATED COSTS

Estimated costs associated with the advisory technical assistance, as discussed with the IIA, total \$171,384.80 and are broken down as follows: salaries (six months basis), \$83,000; transportation (to and from Iran and in-country), \$20,000; per diem, \$49,500; incidental costs (rental of in-country transportation, with driver, etc.), \$15,000; pre-trip preparations, \$3,884.80.

These are the best estimates that the FPA can develop at this time. They may be more or less than the actual expenses which the consultants may entail as part of the group composed of both U.S. and Iranian nationals participating in the Iranian-directed planning effort.

All expenses incurred in the performance of services in connection with the advisory technical assistance program which are to be performed by the FPA will be paid or reimbursed by the IIA. Such expenses shall include cost of salaries, transportation and traveling expenses, and all other properly reimbursable expenses incurred in the performance of such services. All such expenses incurred and reimbursement claimed will be in accordance with applicable United States statutes and regulations.

The compensation of consultative personnel will include salary or fee applicable at the time of payment of the same, per diem as prescribed by applicable United States statutes and regulations in force at the time of payment of the same, and travel expenses from point of residence to Iran and return.

If expenses exceed the estimated figures, the IIA will be expected to defray them, since the FPA is merely providing consultants and a mechanism through which payments to the consultants are made.

V. METHOD OF REIMBURSEMENT FOR COSTS

The compensation for all services provided to the IIA in connection with this Memorandum of Understanding will be paid by the FPA from funds advanced by the IIA. The IIA will provide the amount of the estimated costs, or one hundred seventy-one thousand, three hundred eighty-four and eighty one-hundredths dollars

(Dols. 171,384.80), by means of a bank draft in U.S. dollars, payable to the Federal Preparedness Agency, General Services Administration. The FPA will create a dollar working fund in this amount and will control disbursements from this fund in accordance with this Memorandum of Understanding. The FPA will also provide the IIA with periodic reports on the status of the account.

The IIA will replenish the working fund, upon the request of the FPA and the agreement of the IIA, should costs incurred to the date of the request plus estimated costs required to complete the advisory technical assistance program exceed the amount already advanced by the IIA.

Any such requests will be accompanied by itemized statements setting forth all expenditures made from the fund which have not been reported in any previous itemized statement and by such supporting documents as the IIA may reasonably request. The amount of any such replenishment shall equal the amount by which the total of costs to date plus estimated costs to completion exceeds the amount previously advanced. If the IIA does not agree to a requested replenishment, the FPA is not obligated to provide the services estimated to be necessary to complete the advisory technical assistance program and will be reimbursed for any uncovered costs incurred prior to or because of termination.

Promptly following the last expenditure from the dollar working fund and completion of the advisory technical assistance program, the FPA will submit a final itemized statement setting out all expenditures made from the fund which have not been reported in any previous itemized statement and will return to the IIA any balance remaining in the fund after such last expenditure.

VI. EXEMPTIONS FROM LIABILITIES

The IIA agrees to hold the FPA and the Government of the United States of America harmless against any and all claims that may arise as a result of the technical services furnished under this Memorandum of Understanding.

The IIA will, on the basis of existing laws, cause the appropriate authorities of the Government of Iran to grant to American personnel assigned to Iran in connection with this advisory technical assistance program exemption from all Iranian taxes. In the absence of such exemption, the IIA will pay all such Iranian taxes as may be assessed.

VII. LOCAL SERVICES IN IRAN

The IIA will provide the following local services, to the extent necessary for the performance of the services envisioned in this Memorandum of Understanding, to personnel assigned in Iran in connection with the advisory technical services program: necessary office space and facilities; secretarial-clerical, translating, and other local office help; transportation for official business; assistance in obtaining any necessary local permits, licenses, et cetera; and other logistical support.

VIII. EFFECTIVE DATE

This Memorandum of Understanding shall enter into effect on the date upon which it has been signed by the Iranian Deputy Minister of War for the Imperial Iranian Army and the Director of the Federal Preparedness Agency, General Services Administration, and will remain in force until December 30, 1976. It may be renewed, amended, or extended by the mutual consent of the parties thereto. The Memorandum of Understanding may be terminated by either party thereto on sixty

days written notice; such termination will not, however, impair any obligations or commitments properly incurred under it by either party up to and including the effective date of termination.

United States of America,
General Services Administration,
Federal Preparedness Agency:

[Signed]

By: LESLIE W. BRAY, Jr.
Director

Government of Iran,
Imperial Iranian Army:

By: *[Illegible]*
Date: 22 November 1975
