

No. 16587

**UNITED STATES OF AMERICA
and
AFGHANISTAN**

**Project Agreement relating to assistance to Kabul University
(with annexes). Signed at Kabul on 6 December 1975**

Authentic text: English.

Registered by the United States of America on 27 April 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
AFGHANISTAN**

**Accord de projet relatif à une assistance en faveur de
l'Université de Kaboul (avec annexes). Signé à Kaboul le
6 décembre 1975**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 avril 1978.

PRO AG FY76

PROJECT AGREEMENT¹ BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID), AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND KABUL UNIVERSITY

AN AGENCY OF THE REPUBLIC OF AFGHANISTAN

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:		1. Project/Activity No. 306—11—660—121	
<input checked="" type="checkbox"/> PROJECT DESCRIPTION ANNEX A	<input type="checkbox"/> FOREIGN CURRENCY STANDARD PROVISIONS ANNEX	2. Agreement No. HE/KU # 4	3. <input type="checkbox"/> ORIGINAL OR REVISION NO.
<input checked="" type="checkbox"/> STANDARD PROVISIONS ANNEX	<input type="checkbox"/> SPECIAL LOAN PROVISIONS ANNEX	4. Project/Activity Title HIGHER EDUCATION — KABUL UNIVERSITY	
This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:		5. Project Description and Explanation	
<input checked="" type="checkbox"/> GENERAL AGREEMENT FOR TECHNICAL COOPERATION	Date 2/7/1951 ²	(See Annex A attached)	
<input checked="" type="checkbox"/> ECONOMIC COOPERATION AGREEMENT	Date 6/23/1956 ³		
<input checked="" type="checkbox"/> (other) TC Program Agreement as amended	Date 6/30/1953 ⁴		
		6. AID Appropriation Symbol 72—11x1025	7. AID Allotment Symbol 425—50—306—00—69—61

¹ Came into force on 6 December 1975 by signature, in accordance with paragraph P of the standard provisions annex.

² United Nations, *Treaty Series*, vol. 132, p. 265.

³ *Ibid.*, vol. 271, p. 295.

⁴ *Ibid.*, vol. 215, p. 3; for subsequent actions, see references in Cumulative Indexes Nos. 5 to 8 and 10 to 12, as well as annex A in volumes 800, 829, 898, 915, 944 and 1075.

8. AID Financing		<i>Previous Total</i>	<i>Increase</i>	<i>Decrease</i>	<i>Total to Date</i>
<input checked="" type="checkbox"/> DOLLARS	<input type="checkbox"/> LOCAL CUR-RENCY	(A)	(B)	(C)	(D)
(a) Total			1,006,435		1,006,435
(b) Contract Services			795,000		795,000
(c) Commodities			5,435		5,435
(d) Participants			206,000		206,000

9. Cooperating Agency Financing—Dollar Equivalent
\$1.00 =
- (a) Total
 - (b) Technical and other Services
 - (c) Commodities
 - (d) Other Costs

10. Special Provisions (*Use Additional Continuation Sheets, if Necessary*)
This agreement provides funding for i) the Nebraska contract through termination date of May 31, 1977, ii) continuing participants, iii) periodicals.

11. Date of Original Agreement December 6, 1975	12. Date of this Revision	13. Estimated Final Contribution Date December 6, 1978
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14. For the Cooperating Government or Agency: [Signed] <i>Signature:</i> Dr. MOHAMMED ANWAR <i>Date:</i> 12/6/75 <i>Title:</i> Vice president, Kabul University	15. For the Agency for International Development: [Signed] <i>Signature:</i> VINCENT W. BROWN <i>Date:</i> 12/6/75 <i>Title:</i> Director, USAID/A Kabul
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ANNEX A

PREAMBLE

Kabul University stands at the apex of the Republic of Afghanistan's educational system. It constitutes the prime hope of the nation's youth who aspire to local and national service.

From the University must come the motivation and responsibility for orderly change in the nation's quest for social and economic modernization. Recognizing Kabul University's unique role in providing Afghanistan's personnel for the professions, government, business, social and economic development, the Government of the Republic of Afghanistan and the United States Agency for International Development Mission in Afghanistan (USAID/A) hereby enter into this Agreement to provide the services enumerated in Article III. Also included in this Agreement are the Course of Action to be followed, the progress to date, the responsibilities agreed to by the two parties and the funding requirements.

Article I. ACTIVITY TARGETS

This project provides the mechanism for AID to respond to Kabul University's immediate and expressed needs in the Central Administration, and in the Faculties of Agriculture, Engineering, and Departments of Education. This project is designed to meet high priority needs of a selective nature that help sustain the forward motion of the concerned faculties.

Kabul University agrees that during the life of this project, it will endeavor to complete a comprehensive long-range university development plan with the help of various donor countries.

The project intermediary (U.S. contractor) will be expected to provide KU the opportunity for a continuing dialogue with U.S. university administrators and faculty to review priorities and progress of the concerned Faculties and Departments of KU and to help to respond to issues arising during KU's preparation, refinement and implementation of development plans in the above-mentioned Faculties and Departments.

The project is designed to furnish the type of selective U.S. assistance that will build strength within the Faculties and Departments for defining and achieving their own objectives in accordance with the long-range goals of the Republic of Afghanistan and the expressed purpose of U.S. foreign assistance. A major focus will be in training selected Afghans, both abroad and on-the-job, for instructional roles. Activity targets involve several components of university activities: (a) Academic programs of the concerned Faculties and Departments; (b) Research that contributes to the Republic of Afghanistan's development; (c) Academic services.

A. To cooperatively improve the quality of instruction in the concerned Faculties and Departments of KU

Accomplishment of this target will depend upon increased professional knowledge and competence of instructional staff; use of improved teaching techniques and instructional materials. Participant training and the Visiting Lecturer Program are designed to meet requirements for quality instruction. In addition, certain U.S. professors and their counterparts will undertake studies of the balance between theoretical and practical subjects and will introduce or improve several development related curricula.

B. To help KU develop the resources required to serve the Republic of Afghanistan through applied research efforts in agriculture, education and engineering

The acceptance of KU staff and administration of its "outreach" responsibilities, primarily through the University Research Center, will be encouraged. In addition, the Center for Engineering Consulting Services and Applied Research (CECSAR) is a new phenomenon which is to be stimulated, encouraged and supported by this project.

C. To support the upgrading of academic services

Selected academic services in the areas of University Planning, Business Affairs, and Student Affairs (e.g., procurement, accounting, budgeting, student records, counselling and testing, library, housing, and publications) will be examined and improved as resources available to the project permit.

Article II. COURSE OF ACTION

The Republic of Afghanistan and USAID agree that this project will consist of four distinct but related parts, as follows: A. Participant training abroad for promising junior faculty members; B. The Visiting Lecturer program to provide refresher study, teaching and research abroad for selected senior faculty members; C. essential commodity support, and D. counselling and on-the-job training in research, university planning, and curriculum development by short- and long-term U.S. professors in selected Faculties and Departments.

The course of action, designed for project implementation, encompasses the four project components described below:

A. Participants

Junior faculty members will be sent abroad primarily to the U.S. and/or to other countries when appropriate for participant training at the Master's or Doctor's degree level. To give strength to the basic infrastructure of the undergraduate program, junior faculty members are to be selected for participant training, principally from among the Faculties and Departments of the University with which USAID has been identified in the past. Selection is to be based on Training and Staff Development Plans developed and approved within each Faculty and Department. U.S. professors and USAID representatives are to assist, as requested, in the selection process, but principal responsibility for making training recommendations rests with KU.

Participants also may be drawn from managerial and support staff. The readiness of the individual for training, and his promise of future service to the University, will be a major consideration in the selection.

Subject to legislative authority, funds availability, and the Republic of Afghanistan/USAID agreement, from FY 1973 through FY 1976, USAID will finance the training programs of 43 participants in the U.S. and Iran, distributed approximately as follows:

1. 21 Ph.D. programs of three years' duration in the U.S.
2. 20 MS or M.A. programs of two years' duration in the U.S.
3. Two M.S. programs of two years' duration in Iran.

Under this agreement, classes will be set up at the University to help potential participants acquire the necessary language capability.

B. The Visiting Lecturer Program

Selected senior Afghan instructors (16 in 3 years) from the Faculties of Agriculture and Engineering and Departments of Education will go to the U.S. for one-year programs for teaching experience, research, or study within their own discipline.

KU will review faculty nominations and recommend candidates for visiting lectureship positions. Basic criteria for visiting lecturers will be:

- (1) Qualifications: Minimum of an M.A. degree or equivalent. Holders of Ph.D. degree will have preference.
- (2) Teaching experience: Minimum of 5 years with at least 3 years following the M.A.
- (3) Professional competence: Ability to teach and do research and/or study in a U.S. institution.
- (4) Age: Approximately 35-55.
- (5) Previous Training: Must have discharged commitments following previous study abroad approximately two years for each year of Republic of Afghanistan or foreign donor paid study abroad.

Exceptions to the above criteria may be considered.

The Afghan Visiting Lecturer going to the U.S. will continue to draw his KU salary according to KU regulations. He will be paid by the host U.S. university at U.S. rates for

perhaps 1/4 or 1/3 time teaching or assisting, and receive from AID support for the remaining 3/4 or 2/3 time, for a fixed \$10,000 total per man year.

Special funding arrangements may be required to allow extraordinary project grant payment to senior staff who will also be paid for part-time teaching or research in receiving U.S. institutions. A portion of project funding will be ear-marked annually from which salaries will be “topped” or special research expenses met. Arrangements for each senior staff member are to be dealt with according to the special circumstances of his training program. A professor may have his family accompany him abroad at his own expense.

Six visiting lecturers have been directly funded from FY 73 and FY 74 funds. Ten additional visiting lecturers are to be arranged under FY 73 and FY 75 contract funds.

C. *Commodities*

Vital KU Commodity requirements are for textbooks, faculty and departmental library support, teaching materials and spare parts, particularly in U.S. sponsored faculties or departments where education, engineering and agricultural laboratories are U.S. equipped.

These commodity requirements are to be partially met by FY 73 funds of \$65,000 and FY 75 funds of \$55,000. The FY 73 funds must be expended by September 1976 or they will be deobligated. This amount of U.S. commodity funding is conditioned upon KU's expending from its total university-wide budget at least an equal amount of commodity support. U.S. commodity input for FY 73 and FY 75 is to be placed at the disposal of KU. However, procurement is to be made with USAID assistance.

Procurement administration responsibilities under this project will be assumed by USAID. However, U.S. professors and USAID Procurement Office will also assist KU staff in improving procurement procedures at KU.

D. 1. *Short-Term Professors*. To meet special needs, the project provides for short-term U.S. professors to conduct research workshops, seminars, conferences, and on-the-job training of academic staff in areas of curriculum development. The full-time (resident) U.S. professors will assist in identifying the need and readiness of such short-term consultant services.

Subject to legislative authority, availability of funds and mutual agreement as to need, it is planned to provide 36 man-months of short-term U.S. professors during the life of the project.

2. *Resident U.S. Professors*. This project provides for a limited number of U.S. professors to meet specific priority needs at KU. The professors will be carefully selected to carry out the scopes of work which have been mutually agreed upon by KU, USAID, AID Washington and the contractor.

Article III. PROGRESS TO DATE

In June 1974, an Afghan delegation visited the U.S. for three weeks to participate in the selection of a contracting institution for this project. On July 1, 1974, the University of Nebraska at Omaha was selected and a contract was signed on August 15, 1974.

A. *Professors*

The first three U.S. professors arrived on the KU campus on September 16, 1974, and established appropriate contacts with Afghan administration and staff in the Faculties of Agriculture and Engineering and in the Departments of Education. Six additional professors arrived on February 3, 1975, bringing the Nebraska Team to agreed-upon strength. All U.S. Professors will depart not later than May 1977, with exception of the contractor representative, who will remain two additional months. Thus, the total span of professorial services will be four years and one month (from July 1, 1973, to July 31, 1977).

B. *Short-term Consultants*

A short-term consultant in the area of Business Affairs served from July 8, 1975, through September 1, 1975. A U.S. professor from Indiana University was provided to KU under a USAID personal services contract, beginning July 1, 1973, utilizing FY 73 and FY 74 funds which were originally designated for short-term consultants. Along with the service of the Indiana University professor, this has consumed 14 of the 36 man-months of short-term consultancy provided in the Course of Action.

C. *Visiting Lecturers*

Prior to the end of 1975, nine visiting lecturers departed for U.S. assignments, arrangements were completed for January 1976 departure of an additional four, and three were awaiting either nomination or placement. Departure for the remaining three will be no later than September 1976.

Four lectureships were completed by the end of 1975.

D. *Participants*

Prior to the end of 1975, forty-two of the forty-three participants departed for the U.S. or Iran. The remaining participant will depart for the U.S. in January 1976.

Eight participants had completed their training by the end of 1975, three had returned early without degrees, and one had immigrated to Canada without completing his program.

E. *Commodities*

Orders for most all commodities were placed prior to September 1975. Commodities have begun to arrive at KU.

F. *Evaluation*

The project will undergo an evaluation by representatives of Kabul University, USAID, and the Nebraska Team in April 1976. A final evaluation is scheduled for May 1977 at contract termination.

Article IV. U.S. CONTRIBUTIONS FUNDED UNDER THIS PROJECT AGREEMENT

A. Resident full-time U.S. professors will be provided in the following fields:

1. Professor of Education.
2. Professor of Engineering Management Education.
3. Professor with CECSAR (The Center for Engineering Consulting Services and Applied Research). Contractor Representative.
4. Professor in Agricultural/Civil Engineering.
5. Electrical Engineer-Professor in Electric Power Generation and Distribution.
6. Professor in Animal Science and the Teaching of Agriculture Research Methodology.
7. Professor in Plant Science Conservation Education.
8. Teacher Education Curriculum Specialist—University level.
9. Vocational Teacher-Training Professor.

The requirements for resident full-time U.S. professors in this project will be subject to change according to KU needs, AID funds and joint KU/Contractor/AID judgments. All contract staff are expected to depart by May 1977 when the contract terminates, with the exception of the Contractor Representative, who will remain two additional months.

B. *Local Hire*

Funds are included herein for two local hire U.S. secretaries who are financed under the contract.

C. *Participants*

USAID has funded 43 participants (41 for training in the U.S. and 2 in Iran) who have been programmed directly by USAID in FY 73 and FY 74. Funds are included herein for the extension of 29 participants who are now in training in the U.S. and Iran and one scheduled to depart in January 1976. All the training programs as specified in the Course of Action have been fully funded through termination. The participants must complete their training programs on schedule. No extension of the duration of training or change of objectives nor additional financing beyond this Project Agreement will be authorized, since this is the final agreement for this project.

D. *Professional Journal Subscriptions*

Funds are included herein to provide a modest number of subscriptions to professional journals for the KU Central Library and the Faculties of Agriculture and Engineering and the Departments of Education.

Article V. GOVERNMENT OF AFGHANISTAN CONTRIBUTIONS

- A. Afghan administrators and teaching staff are to be provided as counterparts to U.S. professors.
- B. Qualified candidates for the remaining visiting lecturer programs are to be selected by KU.
- C. Allocations for the purchase of essential commodities for the concerned faculties. KU total funds for commodities are to equal at least the U.S. input.
- D. Office space and basic equipment and supplies for U.S. professors and counterparts.
- E. The Government of Afghanistan agrees that commodities procured under this agreement for university purposes will not be subject to import taxes.
- F. KU is also to make provision for adequate administrative support for the foreign professors and their project activities. KU support will include the training of technicians to maintain laboratory equipment and other commodities under this project.
- G. Trust Funds administered by USAID/Afghanistan are to cover participant travel costs on Ariana Afghan Airlines segments of international travel. Trust funds will also cover the costs of U.S. contractor support.

Article VI. SPECIAL PROVISION

Kabul University agrees that it will allow AID upon request to undertake any action which may accrue to Kabul University in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part out of funds provided by the United States Government under this Agreement.

AID 1330-1B (6-63) PROAG STANDARD PROVISIONS ANNEX	PROJECT AGREEMENT BETWEEN AID AND KABUL UNIVERSITY AN AGENCY OF THE GOVERNMENT OF AFGHANISTAN	1. Project/Activity No. 306-11-660-121 2. Agreement No. HE/KU # 4
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A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to "this Project Agreement" shall mean the original Project Agreement as modified by any revisions which have entered into effect.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Annex A. The Cooperating Government Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Annex A, or as may subsequently be agreed upon by the two parties.

C. AID and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Project Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Project Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Project Agreement.

D. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement from AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

E. The procurement of commodities and contract services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to PIOs issued by AID in accordance with its procedures.

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8(c) of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8(c).

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Project Agreement which is not used in accordance with the preceding sentence.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country is, under the laws, regulations or administrative procedures of the cooperating country, liable for customs duties and import

taxes on commodities imported into the cooperating country for purposes of carrying out this Project Agreement, the Cooperating Agency will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. Any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the Mission to the cooperating country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the cooperating country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account and to deposit therein currency of the cooperating country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the Special Account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. The Cooperating Agency will make such arrangements as may be necessary so that funds introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

M. AID shall expend funds and carry on operations pursuant to this Project Agreement only in accordance with the applicable laws and regulations of the United States Government.

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and three years after the completion of the project, shall further have the right (1) to examine any property procured through financing by that party under this Project Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Project Agreement, wherever such records may be located and maintained. Each party, in

arranging for any disposition of any property procured through financing by the other party under this Project Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days' written notice of intention to terminate it. Termination of this Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.
