

**No. 18001**

---

**UNITED STATES OF AMERICA  
and  
IRAN**

**Co-operative Agreement (with annex). Signed at Tehran on  
10 November 1976**

*Authentic text: English.*

*Registered by the United States of America on 22 October 1979.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
IRAN**

**Accord de coopération (avec annexe). Signé à Téhéran le  
10 novembre 1976**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 22 octobre 1979.*

## COOPERATIVE AGREEMENT<sup>1</sup> BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE DEPARTMENT OF THE ENVIRONMENT OF IRAN (DOE)

WHEREAS, the EPA and the DOE share common concern and responsibilities for protecting and improving the human and natural environments of their respective nations, and a common interest in the cause of global environmental improvement and protection;

WHEREAS, the United States and Iran share many environmental problems related to large and expanding urban populations, substantial industrial activity, and the existence of many areas of natural and man-made scenic beauty; and

WHEREAS, cooperation in the field of environmental protection and improvement is an appropriate corollary to the two nations' economic and technical cooperation, within the framework of the US-Iran Joint Commission for Economic Cooperation<sup>2</sup> and the Technical Cooperation Agreement between the two countries;<sup>3</sup>

It is hereby agreed that:

1. The EPA and DOE will cooperate to assist their respective nations to solve environmental problems of mutual concern, through such exchange of information and personnel, and the conducting of joint projects, as the Administrator of EPA and the Director of DOE mutually determine to be appropriate.

2. The EPA and DOE will make available upon request such advisors and services as may be mutually agreed upon by the aforesaid Administrator and Director, in accordance with mutually acceptable terms and conditions.

3. The EPA, upon request of the Director of the DOE and in accordance with the policies and agreements of the US-Iran Joint Commission for Economic Cooperation, will work directly or in consultation with other U. S. government agencies in accordance with the applicable laws and U.S. government policies and identify U.S. private sector (non-governmental) services and advisors that could assist the DOE in furtherance of activities subject to this Agreement.

4. This Cooperative Agreement shall come into force as from the date of the last notification by either party to the other that it has complied with its domestic legal requirements for the entry into force of the present Agreement and shall remain valid for a period of five (5) years. Either party may terminate the Agreement at any time by giving to the other six months' (180 days') advance notice in writing.

5. Conditions for activities described herein may be amended by mutual agreement in writing, and activities under this Cooperative Agreement may be suspended, in whole or in part, by either the EPA or DOE notifying the other sixty (60) days in advance in writing.

<sup>1</sup> Came into force on 1 April 1977, i.e., the date of the last of the notifications (effected on 1 April 1977) by which the Parties informed each other of the completion of the domestic legal requirements, in accordance with paragraph 4.

<sup>2</sup> United Nations, *Treaty Series*, vol. 979, p. 335.

<sup>3</sup> *Ibid.*, vol. 1041, p. 285.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on November 10, 1976.

[Signed]

RUSSELL E. TRAIN  
Administrator, EPA

[Signed]

ESKANDAR FIROUZ  
Director, DOE

ANNEX TO THE COOPERATIVE AGREEMENT BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE DEPARTMENT OF THE ENVIRONMENT OF IRAN (DOE)

1. (a) The EPA will make available to the DOE for the purpose of assisting in the implementation of this Agreement, such advisors and services as may be mutually agreed between the EPA and the DOE.

(b) Advisors and services specified in item 1(a) above, may be furnished from within or from outside the government of the United States.

(c) Any agreement pursuant to item 1(a) will be in writing and will specify the terms and conditions under which the advisors and services will be furnished and will be subject to the provisions of this Agreement.

(d) Services provided under this article may include training in the United States or visits designed to assist in the acquisition of specialized technical or professional knowledge.

2. If requested by the DOE, the EPA may undertake the preparation of technical or economic studies of specific development projects and provide technical and professional services for the implementation of these projects in accordance with mutually agreed upon cost estimates and the provisions of this Agreement. Should such accord be reached, the DOE shall defray any and all costs to the EPA arising from such activities, including indirect costs, overhead costs, planning costs and the costs of project termination, including any taxes on ownership or use of property and any customs duties, import and export taxes or any other taxes.

3. *Working conditions and facilities in Iran.* (a) The government of Iran shall furnish the following as required for carrying out the purposes of this Agreement:

- (1) Suitable office space and normal office supplies and facilities.
- (2) Office management, secretarial/clerical and interpreting and translating services.
- (3) Vehicles and drivers or other appropriate transportation for local business.
- (4) Assistance in obtaining local permits and licenses which may be required by Iranian law.

(b) Should the government of Iran elect not to provide any of the aforementioned services and supplies, the parties to this Agreement shall mutually agree on the costs of such services and supplies which shall be paid in advance by the DOE to the EPA as provided in Article 5(a) of the US-Iran Agreement on Technical Cooperation signed on March 4, 1975.

(c) *Pay and allowances.* (1) Except as otherwise specifically provided in this Agreement and the Annex, or in agreements entered into by the governments of the United States and Iran pursuant to the Agreement on Technical Cooperation signed on March 4, 1975, the DOE will compensate the EPA for all costs incurred by the EPA personnel in remunerating all personnel assigned to duties in Iran under this Agreement. Such costs will include basic salaries and per diem, housing, educational, removal and transportation allowances, according to the standards of the United States government's standardized regulation (government civilians, foreign areas, annex 1), current at the time of payment to the individuals of their pay and

allowances. The provisions of this section apply to all personnel engaged by the EPA to carry out projects under this Agreement, whether such individuals be employees of the US government or the EPA to perform services under this Agreement.

(2) The DOE agrees to defray all costs for the extension of insurance policies covering liabilities already covered by the original insurance policies of the officers or contract employees of the US government arising out of their activities in Iran under this Agreement.

(d) (1) In accordance with the terms and conditions agreed upon between the two parties for each specific project, the DOE will establish a dollar trust account in the US Treasury and deposit in such account, the amount agreed upon on a project basis. The EPA may draw on this account to defray the costs incurred in providing such services. Should there be cost overruns on any specific project the two parties shall determine the amount of the increase and the DOE will deposit the agreed amount in the said dollar trust account.

(2) The EPA shall provide to the DOE a statement at the end of each six-month period during which the trust account is operative of funds in the account at the beginning of such periods, disbursements from the account during such periods, and the balance in the account at the end of such periods.

(3) In no event shall EPA be obliged to provide services under this Agreement for which funds are not available in the trust account.

(4) If upon termination of this Agreement, there are funds remaining in the trust account after all costs have been defrayed and all liabilities satisfied, such funds shall be refunded to the DOE.

(5) American employees of the EPA and employees of establishments or corporations under contract to the government of the US who are assigned to perform services under this Agreement, or assigned to provide support for such personnel, shall be accorded, along with their dependents, the privileges and exemptions designated under the government of Iran's legislation prevailing at that time for foreign experts.

EPA authority on this Agreement is 22 USC 2357.

IN WITNESS WHEREOF, the parties hereto have executed this annex to the Cooperative Agreement on 10 November 1976.

[Signed]

RUSSELL E. TRAIN  
Administrator, EPA

[Signed]

ESKANDAR FIROUZ  
Director, DOE

---