

No. 18581

**UNITED STATES OF AMERICA
and
IRAN**

Memorandum of Understanding concerning technical assistance for civil emergency preparedness. Signed at Tehran on 26 January 1977

Authentic text: English.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
IRAN**

Mémorandum d'accord d'assistance technique concernant la conservation, en cas de désastre, de la capacité opérationnelle des autorités civiles. Signé à Téhéran le 26 janvier 1977

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE IMPERIAL GOVERNMENT OF IRAN, DEPUTY MINISTER OF WAR, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, FEDERAL PREPAREDNESS AGENCY

I. PURPOSE

The Government of the United States of America, General Services Administration, Federal Preparedness Agency (FPA), will provide advisory technical assistance to the Imperial Government of Iran (GOI), Office of National Preparedness and Civil Mobilization (ONPCM), to assist in the development of several national civil emergency preparedness (CEP) programs/plans to include an industrial mobilization program, manpower program, transportation program, continuity of government program, food stockpile program, public shelter and warning study, and a Tehran disaster response plan.

II. SERVICES TO BE PROVIDED

The FPA will share its experience with the ONPCM through the medium of consultative personnel. These advisors/consultants will provide advice and assistance in developing the specific GOI-approved priority work programs.

III. PERSONNEL

To provide the foregoing services, the FPA expects to furnish the following designated personnel to the ONPCM:

- (1) One generalist consultant, familiar with overall U.S. CEP operations, will work primarily with the ONPCM to serve as the senior advisor on national CEP matters. He will provide the overall direction and monitorship of the U.S. consultant effort; will advise and assist the ONPCM in carrying out its assigned missions; and in order to supervise the general progress of program implementation, will advise and assist the ONPCM in establishing an appropriate reporting system. He will be specifically charged with providing advice and assistance in the priority area of continuity of government.
- (2) Specialist consultants in the priority areas of industrial mobilization, manpower, transportation, food stockpiles, civil defense and disaster response will work within the appropriate offices, ministries, and agencies designated by the GOI to develop the plans for implementing the aforementioned approved programs.

Each individual consultant is expected to provide the necessary advisory services until his specific task has been completed when he will return to the United States. Tasks are currently estimated to be less than six months in duration; however, it is recognized that unforeseen circumstances may require extensions in specific program areas. All reasonable efforts will be made by the GOI and the consultants to minimize the duration of each assignment.

Consultants will be assigned to the ONPCM and accredited to the entire Iranian CEP structure; however, it is recognized that their specific duties will require their primary efforts to be expended within the appropriate office, ministry, or agency charged with developing the specific GOI-approved program.

¹ Came into force on 26 January 1977 by signature, in accordance with article VIII.

In addition to the foregoing, the FPA expects to hire necessary project support personnel to administer the program in Washington, D.C. This is estimated to include one consultant and necessary clerical services.

All U.S. personnel hired under this agreement will have U.S. security clearances.

IV. REIMBURSABLE COSTS

Estimated costs associated with the advisory technical assistance requested by the ONPCM are difficult to determine due to the present uncertainties regarding the timing and duration of the project.

Advisory personnel to be hired by FPA will be hired as FPA consultants. Remuneration will include salary plus the post differential applicable at the time of payment of same, per diem as prescribed by applicable United States statutes and regulations in force at the time of payment of same, travel expenses from point of residence to Iran and return, and in-country travel expenses to and from place of employment.

All other expenses incurred in the performance of services in connection with the advisory technical assistance program which are to be performed by the FPA will also be paid for or reimbursed by the Deputy Minister of War. Such expenses shall include costs of recruiting, security clearance fees, compensation for consultants and Washington-based administrative personnel, official transportation and traveling expenses for consultants and involved Washington personnel, and all other properly reimbursable expenses incurred in the performance of such services in the United States and Iran. All such expenses incurred and reimbursement claimed will be in accordance with applicable United States statutes and regulations.

In addition to the aforementioned reimbursable costs, any other official expenditures, such as office expenses or secretarial and translation help, incurred by the U.S. Government or by the consultants in the implementation of this Memorandum of Understanding will be defrayed by the Deputy Minister of War through either the provision of services or reimbursement of costs incurred.

V. METHOD OF REIMBURSEMENT FOR COSTS

The compensation for all services provided to the ONPCM in connection with the Memorandum of Understanding will be paid by the FPA from funds advanced by the Deputy Minister of War. The Deputy Minister of War will provide an initial advance immediately upon signature of this Memorandum of Understanding 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. The FPA will also provide the Deputy Minister of War with periodic reports on the status of the account.

Based upon current FPA estimates of the direct personnel costs in Iran and the U.S. and the other expenses expected to be incurred at both locations, the initial advance will total \$350,000. It is recognized by both signatories that this is the best cost estimate that can be developed at this time; however, it may be more or less than the actual expenses which the USG and the consultants may entail as part of the Iranian-directed planning effort.

The Deputy Minister of War will replenish the working fund, upon the request of the FPA and the agreement of the ONPCM, should costs incurred plus estimated costs required for the completion of the advisory technical assistance program exceed the amount already advanced by the Deputy Minister of War.

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 Deputy Minister of War may re-

sonably 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 Deputy Minister of War does not agree to a requested replenishment, the FPA is not obliged 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.

VI. EXEMPTIONS FROM LIABILITIES

The GOI 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.

American employees of the Federal Preparedness Agency and employees of establishments or corporations under contract to the Government of the United States who are: (1) assigned to perform services under this Memorandum of Understanding, or (2) assigned to provide support for such personnel shall be accorded exemptions designated under the Government of Iran's legislative regulations on the privileges and exemptions of foreign experts, dated 23 Tir 1345 (14 July 1966). Furthermore, the Deputy Minister of War agrees that the cost of this contract does not include any Iranian taxes and, in the event that Iranian taxes or fees are levied, the Deputy Minister of War will accept the liability for such taxes or fees.

VII. LOCAL SERVICES IN IRAN

The ONPCM 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; travel expenses for official business outside Tehran; 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 Deputy Minister of War and the Director of the Federal Preparedness Agency, General Services Administration, and will remain in force until the project is completed or terminated. It may be renewed, amended, or extended by the mutual consent of the parties thereto. This 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,

By: *[Signed]*
LESLIE W. BRAY, Jr.
Director

Imperial Government of Iran:
Deputy Minister of War,

By: *[Signed]*
LIEUTENANT GENERAL M. MASUMI
Deputy Minister of War
for Armaments

Date: January 26, 1977