

INTERAGENCY AGREEMENT
BETWEEN
THE BUREAU FOR INTERNATIONAL NARCOTICS
AND LAW ENFORCEMENT AFFAIRS
DEPARTMENT OF STATE
AND
THE UNITED STATES ARMY
CORPS OF ENGINEERS

I. Purpose and Authority

This Interagency Agreement (IAA) is entered into by and between the U.S. Army Corps of Engineers ("USACE") and the Department of State, Bureau for International Narcotics and Law Enforcement Affairs ("INL") ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of goods and services related to the construction of prisons and related facilities in Iraq. The purpose of this activity is to provide mutual assistance to foreign governments relative to international criminal activities as authorized by Chapter 8 of Part I of the Foreign Assistance Act of 1961, as amended (22 U.S.C. §§ 2291, 2291a through 2291j-1), ("the Act"). This IAA is entered into pursuant to Section 632(b) of the Act, and 10 U.S.C. 3036(d)(2). In carrying out its functions under the Act, the USACE may utilize and rely upon the administrative authorities available to agencies carrying out activities under the Act, including but not limited to those in Sections 635 and 636 of the Act (22 U.S.C. §§ 2395, 2396).

II. Scope

A. Goods and services which the USACE may provide in Iraq under this IAA include planning, building and facility architectural design, engineering, construction, site assessment, including geotechnical and archaeological surveys, site security, personnel life support and security, construction management, delivery schedules, procurement, contract management, project management, acquisition of all permits, licenses, and other authorizations required to execute the projects, and such other related goods or services as may be agreed upon in the future.

B. Nothing in this IAA shall be construed to require the INL to use the USACE or to require the USACE to provide any goods or services to the INL, except as may be set forth in Support Agreements ("SA(s)"). Project-specific goods and services to be provided by the USACE will be documented in the SAs and will be appended to this IAA and be considered as incorporated herein.

C. Primary project locations and alternate project locations have been identified in Attachment A.

III. Interagency Communications

To provide for consistent and effective communication between the USACE and the INL, each party shall appoint in writing a Principal Representative to serve as its central point of contact on matters relating to this IAA. In the event that a secondary principal representative is identified, that individual shall be contacted concurrently with the principal representative. Additional representatives may also be appointed to serve as points of contact on SAs.

The INL principal representative is: ~~XXXXXXXXXXXX~~
Office: (202)647-0401
Fax: (202)736-4515
Email: ~~XXXXXXXXXXXX@XXXXXX~~

The INL secondary representative is: ~~XXXXXXXXXXXX~~
Office: (202)312-9741
Fax: (202)312-9634
Email: ~~XXXXXXXXXXXX@XXXXXX~~

The USACE principal representative is: ~~XXXXXXXXXXXX~~
Office: (703)544-6936
Email: ~~XXXXXXXXXXXX@XXXXXX~~

The USACE secondary representative is: ~~XXXXXXXXXXXX~~
Office: (202)761-1321
Email: ~~XXXXXXXXXXXX@XXXXXX~~

IV. Statements of Work (SOW), Proposals and Support Agreements (SAs)

A. Statement of Work (SOW): Within thirty (30) days of the signing of this agreement the INL will provide the USACE with a SOW for each of the primary projects identified in Attachment A.

The SOW(s) and construction design guidelines shall include such items as:

1. General design guidelines;
2. Prisoner Housing Unit dimensions;
3. Prisoner Cell dimensions;
4. Utility requirements;
5. Style of construction (e.g., brick and mortar, poured concrete, et cetera)
6. Support building requirements;

7. Support system requirements, such as power, water, sewer, delivery and disposal/storage systems;
8. Perimeter style and materials;
9. Security and custody requirements;
10. Interior containment methods;
11. Other items that are determined to be relevant to a project; and
12. Project location.

B. Preliminary Proposal – Independent Government Estimates (IGE):

1. The USACE will conduct site assessments, including geotechnical soils, utilities, and drainage surveys, the details of which will be included in the relevant preliminary proposal/IGE, and submit a detailed preliminary proposal/IGE for each proposed site to the INL within ninety (90) days of receiving the SOW. For projects that identify previously unoccupied sites, the USACE shall conduct a basic archeological survey, within ninety (90) days of receiving the SOW and include the findings in the relevant preliminary proposal/IGE noted above.

2. The preliminary proposal/(IGE) shall be based upon the SOW and general design guidelines which shall be provided by the INL under the terms of this agreement. The preliminary proposal shall include at a minimum an overall project cost estimate, recommended cost overrun contingency, a range of estimated bed capacity, construction methodology, and construction timeline based upon the USACE's initial site assessments.

3. The INL will review the USACE's preliminary proposal/IGE to determine if the project should proceed. The INL shall notify the USACE in writing within thirty (30) days of receiving the proposal whether the USACE should proceed with soliciting bids for the project.

4. Within thirty (30) days of receiving the INL's written approval to solicit bids, the USACE shall initiate the bidding process.

C. Final Proposal: Within forty-five (45) days of receiving the formal construction bids, the USACE will prepare and submit to the INL and its representatives a final project proposal that shall include:

1. Identification of the successful bidder(s) for the project, including a summary of their qualifications and expertise and the justification for selection of that particular bidder;
2. The proposed method of construction for each location, including materials, design, scheduling, quality control, square footages per prisoner and for support operations;
3. Project costs on a per bed basis;
4. Detailed architectural schematics of sufficient detail to allow evaluation of how the facility and individual structures will be used and operated, including the designed gross and net square footage per prisoner;
5. Cost estimates for providing project oversight, quality control (including independent testing of systems by independent laboratories and materials once erected), site security and USACE staffing security, administration, logistics, travel for each project, and delivery confirmation of materials and work;
6. Costs for each component, including materials, design, scheduling, square footages per prisoner and for support operations;
7. Prison/Jail movement flow pattern illustrations that detail proposed prisoner and staff movement, visitor access and movement, lines of sight for observation from officer posts and any towers, fields of fire, recreation areas and containment fencing, et cetera;
8. Detailed drawings of access points and sally ports for personnel, vehicle sally ports, underground utilities, et cetera;
9. Materials lists which include materials, point of origin, estimated FOB cost, import fees (if any), delivery methods (container ship, truck, aircraft, et cetera), installation methods (crane, mixer, on site assembly, modular, et cetera);
10. Justification for any deviations from the SOW and/or Final Proposal;
11. A list of laboratories for use in material testing and a justification for their use if they are not certified;
12. Identification of the project management software that will be used by the USACE and required by all subcontractors;
13. Other documents that the USACE determines are necessary to explain the project.

D. Support Agreements (SAs): Within 30 days of receipt of the USACE's final proposal, the INL will review the final USACE proposal and finalize and sign a SA with the USACE, which will authorize commencement of work on the project after the INL determines that the final proposal satisfies the objectives of increasing the prison and jail bed capacity in Iraq. The USACE shall not commit or obligate any funds for the work included in the proposal until a SA has been signed by both parties. No funds earmarked by this IAA and itemized with the SA for construction may be spent on other non-related costs associated with completing the project without written concurrence of both parties.

SAs must be on either Engineer Form 4914-R, Department of Defense Form 1144, or a document that contains the following information:

1. A detailed scope of work;
2. Schedules for:
 - a. Materials procurement and delivery;
 - b. Construction timeline and tracking;
 - c. Decision points for project management; and
 - d. Project review meetings.
3. The amount of funds required and available to accomplish the scope of work as stated above;
4. Identification of the INL and the USACE project managers;
5. Procedures for coordinating with the representatives of Iraq and of the USG in Iraq;
6. Identification of types of contracts to be used (if known);
7. Types and frequencies of reports;
8. Identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, and contract audits;
9. Procedures for amending or modifying the SA;
10. The USACE's final proposal shall be incorporated into the SA as an attachment;
11. The INL's original SOW shall be incorporated into the SA as an attachment; and
12. Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

E. Goods or services shall be provided under this IAA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. Upon signature by each party's representative, that SA shall be incorporated into this IAA. In the case of conflict between this IAA and any SA, this IAA shall control.

F. Any ancillary training of Iraqi personnel to support the facilities to be built under this IAA will be accomplished through separate IAAs between the INL and other agencies of the USG unless expressly stipulated in a SA.

V. Responsibilities of the Parties

A. Responsibilities of the Department of the Army

1. The USACE shall provide the INL with goods or services in accordance with the purpose, terms, and conditions of this IAA, including with specific requirements set forth in SAs and agreed upon project proposals.

2. The USACE shall ensure that only authorized USACE representatives sign SAs.

3. The USACE shall use its best efforts to provide goods or services either by contract or by in-house effort.

4. Reporting: The USACE shall provide to the INL monthly project status reports that include, at a minimum, the following information:

- a. Overall project status;
- b. Percent of project completed, including a brief description of the work done and an itemization of the actual funds expended into the following categories:
 - i. labor
 - ii. materials;
 - iii. supplies;
 - iv. life support;
 - v. administration;
 - vi. travel;
 - vii. shipping and shipping security costs;
 - viii. site security costs; and
 - ix. miscellaneous;
- c. Project monthly expenditure plan including an itemization of categories as outlined in V(A.4.b) above;
- d. Budget plan;
- e. Funds committed, obligated, accrued, invoiced, and expended in the Interagency Payment and Collection system (IPAC) system;
- f. Remaining unobligated balance of funds;

- g. Projected funding needed for completion;
- h. A list of materials and supplies ordered, delivered, and installed;
- i. A list of all change orders and design changes/modifications, including completion dates and justification for these changes;
- j. Copies of all independent laboratory materials test results;
- k. Documentation of all on-site material substitutes to prove that the substitution was of equal quality to the original material;
- l. A summary of critical issues or challenges;
- m. A plan of action to resolve outstanding challenges or issues;
- n. An assessment of current, short-term and long-term security conditions; and
- o. Photographs of completed sections of the project.

All reports listed above shall be sent via electronic email attachment to the following INL representatives: Division Chief, RM/BUD; Division Chief, RM/AIJS; Director, CIVPOL; Program Manager, CIVPOL; Senior Corrections Advisor; In-country Contracting Officer's Representative; In-country Government Technical Monitor; Director, INL Iraq; and Deputy Director, INL Iraq.

5. The USACE will coordinate the efforts of the parties to ensure that the Government of Iraq (GOI) has provided clear title to the land on which any construction is to take place pursuant to this agreement. The USACE will also coordinate the efforts of the parties to ensure that the GOI provides access to the proposed sites by representatives of the INL and the USACE and its subcontractors for the purposes of construction, inspection, and other legitimate activities prior to the commencement of construction at any of the identified sites. The INL shall reimburse the USACE for expenses associated with this effort from the funds specifically agreed upon in the relevant SA.

6. The USACE, with the support of the INL, shall be responsible, either directly or through its subcontractors, for obtaining all the necessary U.S. and GOI permits required to execute construction of the identified facilities. The INL shall reimburse the USACE for expenses associated with obtaining these permits from the funds specifically agreed upon in the relevant SA.

7. The USACE shall be responsible for obtaining logistical and administrative services for its personnel to include office space, housing, transportation, and similar services necessary to carry out the SAs. The INL shall reimburse the USACE for these expenses from the funds allocated for the SA, except for those identified in paragraph 8 below. Prior to procuring these services, the USACE shall provide the INL with the projected costs for such logistics and afford the INL the right to determine if the costs are excessive or not.

8. The overall fees of the USACE in furnishing goods and services, as agreed upon in the section entitled "Fiscal Terms", do not include life support and security costs for the USACE that are currently paid for out of separate Department of Defense Operation and Maintenance (DoD O&M) appropriations. If the USACE becomes aware that such costs may no longer be paid for out of DoD O&M, it shall inform the INL about this possibility as soon as possible and the USACE shall revise its estimated fees to include these life support and security costs associated with any work performed for the INL under this IAA, and provide this estimate to the INL as soon as possible.

9. The USACE shall provide the INL with copies of all signed contracts entered into under this IAA within ninety (90) days of the contract signing.

10. Subject to the terms and conditions of this IAA, the USACE agrees to make its best effort to perform the work within the amounts provided for under the section entitled "Fiscal Terms".

11. The USACE shall allow the INL and its representatives unrestricted access to all project sites in coordination with the appropriate Resident Office, and the Contracting Officer's Representative (COR).

12. The USACE shall participate with the INL and its representatives in regularly scheduled meetings in order to facilitate communications pursuant to this IAA.

B. Responsibilities of the Bureau for International Narcotics and Law Enforcement Affairs

1. The INL shall pay all costs and fees associated with the USACE's provision of goods and services, as defined under this IAA and subject to the terms and conditions of this IAA.

2. In the event that actual costs incurred by the USACE under this IAA exceed the amount obligated in the section entitled "Fiscal Terms", the INL agrees to pay such costs from legally and programmatically available funds. If the INL has no legally and programmatically available funds to pay such costs, the INL will use reasonable efforts to request from the relevant appropriations committees in Congress additional appropriations to pay for any such unpaid costs.

3. The INL shall ensure that only authorized INL officers sign SAs.

4. The INL shall pursue negotiations with the GOI for a Letter of Agreement (LOA) on matters related to this IAA. Before actual construction on any of the projects can commence, an LOA with the GOI must be executed. As an

alternative, a diplomatic note must be issued by the United States Embassy in order to proceed.

5. When available and appropriate, the INL shall allow the USACE to share office space at facility locations where INL corrections program contractors are stationed. When available and appropriate, the INL shall allow the USACE personnel to utilize corrections program ground transportation and force protection.

VI. Fiscal Terms

A. This agreement represents an obligation of funds in the amount of up to \$82,000,000.00 USD. Funding for the projects identified in this IAA will be based upon SOWs, IGEs and SAs. Each SA will address a separate project and will specify the amount of funds from this obligation that can be spent on that particular project. The USACE can only expend funds from the above obligation after the INL provides the USACE with a SOW as provided in section IV(A) of this IAA. Each SA to this IAA will contain the approved project plans. Adjustments to the cost of individual line items within the project plan or selection of an alternate project must be agreed upon in writing by the INL principal representative. In the event that excess funding remains prior to the expiration of the agreement, the unliquidated balance of funds shall be expended by the USACE as directed by the INL or deobligated. An annual reconciliation of funds will be performed between the INL and the USACE as a condition of their continued availability.

B. The USACE reasonably estimates, at the time of signature of this IAA, that the costs of its overall fees for its activities related to furnishing these goods and services under this IAA will be \$7.405 million. These fees will cover pre-award and post-award activities as provided in ER 415-1-16, title Construction Fiscal Management.

C. For SAs for work estimated to cost more than \$250,000 total or \$50,000 in contracts, the USACE shall bill the INL in advance and the INL shall provide the necessary funds in U.S. dollars in advance established through the fund cite in section VIII in the IPAC system. For SAs for work valued at less than these amounts, the INL may provide the funds through a reimbursable arrangement. For these reimbursable arrangements, the USACE shall bill the INL monthly for costs incurred, using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and the INL shall reimburse the USACE within 30 days of receipt of an SF 1080.

D. For any instance in which the INL determines the USACE proposed costs for obtaining logistical and administrative services for its personnel carrying out a SA to be excessive, the INL shall have the unilateral right to terminate the SA and reallocate the identified funds, including to an alternate SA or to expand the scope of an existing SA following negotiations with the USACE. In the event that a change in the security situation in theater or at a particular site changes to a degree that will create additional security related costs beyond those identified in the SA, the USACE shall immediately notify the INL of these changes. In addition, if at any time, the administrative, life support, security, or logistical costs of any SA are determined by the INL to be excessive, the INL

shall have the unilateral right to terminate the SA and reallocate the identified funds, including to an alternate SA, or to expand the scope of an existing SA following negotiations with the USACE. In addition, if at any time the USACE forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall within 5 working days notify the INL of the amount of additional funds necessary to complete the work under that SA. The INL shall either provide the additional funds to the USACE, or require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that SA. In the event of any such termination of a SA, the INL shall remain responsible for paying actual costs and fees associated with that SA as provided in section V(B) of this agreement.

E. Within ninety (90) days of completing the work under a SA, the USACE shall conduct a final accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the USACE shall return to the INL any funds advanced in excess of the actual costs as then known, or the INL shall provide any additional funds necessary to cover the actual costs subject to the terms and conditions of this IAA. Such an accounting shall in no way limit the INL's duty to pay for any costs in accordance with the section entitled "Fiscal Terms", such as contract claims or other liability, which may become known after the final accounting.

F. The USACE shall maintain accountability and controls in accordance with its agency rules and regulations, and shall be accountable to the INL for all funds made available to it in this IAA. Funds shall not be expended on activities, services or materials that cannot be justified in terms of their contributions to meeting program objectives. The USACE shall immediately notify the INL of any actual or anticipated project cost overruns.

G. The USACE shall not realign any funds to meet additional security needs or security related costs without prior authorization of the INL.

VII. Administrative Procedures

The INL must be advised at least two weeks in advance regarding the initiation of activities implemented under this agreement. Furthermore, prior to planning activities, the USACE must advise INL program officers regarding the planning and timing of all site assessment activities implemented under this agreement.

VIII. Billings and Accompanying Documentation

The USACE will bill the INL based on anticipated or actual expenditures of funds obligated for authorized activity expenses at the end of each quarter, consistent with section VI(C) of this IAA, with accompanying documentation indicating amounts billed to funding categories in Section I above. Billing and payment will be affected through the IPAC. Notice of the IPAC billing and a copy of the accompanying documentation should be sent to the following office:

Department of State
International Narcotics and Law
Enforcement Affairs (INL/RM/BUD & AIJS)
Room 103, SA-4, South Building
Washington, D.C. 20522-2800

INL Agency Locator Code: 19-00-0001
Fiscal data to be cited on all IPAC bills:

Appropriation	Allotment	Obligation	Org	Function	Object
1911 6/8 1022.E	2072	749801	019700	2795	2589
\$82,000,000.00					

On financial matters, the INL point of contact will be Deborah Short, (202)647-6878, shortbm@state.gov and Michael Perez, (202)216-5869, PerezMJ2@state.gov. The USACE point of contact will be Ms. Phyllis Ritchie, (540)665-3728, Phyllis.Ritchie@tac01.usace.army.mil.

IX. Applicable Laws

This IAA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the USACE shall be governed by USACE policies and procedures. To the extent consistent with U.S. law, all work performed under this IAA shall conform to applicable Iraqi law. In the event of conflict with host country law, the USACE may terminate any affected SA or portion thereof. The INL shall remain responsible for all costs incurred by the USACE under any such SA, consistent with the terms and conditions of this IAA.

X. Dispute Resolution

The parties agree that, in the event of a dispute between the parties, the INL and the USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event that such measures fail to resolve the dispute, they shall refer it for resolution to the appropriate officials, as agreed upon by both parties.

XI. Liability

A. If liability of any kind is imposed on the United States in connection with the USACE's provision of goods and services under this IAA, the USACE will accept accountability for its actions, but the INL will remain responsible for providing such funds as are necessary to discharge this liability, and all related costs. This obligation

relates to all funds legally and programmatically available to discharge this liability. Should the INL have insufficient funds legally and programmatically available to discharge this liability, it remains responsible for seeking additional funds from Congress for such purpose, although nothing in this IAA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

B. The USACE will inform the INL of any contract dispute or other claim filed in connection with any activity funded by this IAA as soon as possible, but in no case any later than the next monthly report provided for in this IAA following the commencement of such dispute or claim, which shall include relevant information about such dispute or claim. The INL will be offered the opportunity to review and comment on litigation proceedings, including settlement negotiations, for claims that arise out of any activity funded by this IAA.

XII. Intellectual Property

A. Unless otherwise prohibited by law, the USACE shall have the sole right and responsibility to apply for, obtain, and maintain protection in the United States or other countries for technology or intellectual property developed by the USACE employees or arising under or related to contracts awarded by the USACE pursuant to this IAA.

B. The USACE shall retain and distribute any royalties or other income from any such protection to the extent allowed by law.

C. Unless otherwise prohibited by law, the USACE may grant nonexclusive, exclusive, or partially exclusive licenses under any form of protection obtained, royalty-free or for royalties or other consideration, and on such terms and conditions determined by the USACE as appropriate in the public interest. The INL shall have a non-exclusive, royalty-free right to utilize the documents and work products produced under this IAA and said SAs on other projects and with other service providers.

XIII. Public Information

A. In general, the INL is responsible for all public information. The USACE may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The INL or the USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this IAA.

B. Justification and explanation of the INL's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the INL. The USACE may provide, upon request, any assistance necessary to support the INL's justification or explanations of the INL's programs conducted under this IAA.

XIV. Other Terms and Conditions

1. An original of this IAA must be returned to the INL by the USACE with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for the USACE; the other for the INL.
2. The USACE shall comply with all INL procurement policies and procedures, to include End Use Monitoring Reporting, when providing equipment to host governments. Information on these policies is available at <http://inl-pa.state.gov>. The USACE agrees that before providing equipment or commodities to any host government, it must obtain approval from the INL.
3. The USACE agrees that it will expeditiously initiate and complete the activities for which funds have been awarded under this agreement.
4. This agreement may be amended by mutual agreement of both parties or terminated by either party upon serving written notice to the other party. If the agreement is terminated, the termination will be effective upon the sixtieth calendar day following notice and the USACE will be reimbursed for work already performed and costs incurred in preparation for performance, consistent with the terms and conditions of this IAA.
5. Procurement by the USACE shall be in accordance with the Federal Acquisition Regulations (FAR).
6. The SA will describe support services that may be provided to the USACE by a designated INL logistics support operation. The USACE should not duplicate the services provided by the INL support operations.
7. The USACE must have a warranted contracting official available to carry out the provisions of any contracts signed under this IAA.
8. When arranging air travel necessary to perform work under this IAA, the USACE will use travel guidelines set forth in 14 FAM Sections 584.4, 584.5, 566, 567.2-1, and 567.2-2 through 567.2-5 (or USACE travel guidelines, if more restrictive). The INL will reimburse for travel accommodations and routing by the most direct and economical means. If travel time is more than 14 hours, a rest stop of up to 24 hours or the use of business class accommodation is authorized.
9. Prior to official travel abroad by its employees under this agreement, the USACE will obtain Chief of Mission approval for such travel through the appropriate State Department regional bureau, as set forth in volume 2 of the Foreign Affairs Manual, 2 FAM 116.6-1[a]: At the same time it submits a request to the regional bureau, the USACE will provide a copy of the request for country clearance to the INL, as the

Department bureau charged with implementing Chapter 8 of Part 1 of the Act. The Chief of Mission is the sole authority for approval or denial of country clearance.

10. The USACE will work with U.S. embassies in the host and regional participating countries to ensure compliance with the prohibition on assistance to drug traffickers contained in Section 487 of the Act, and the limitations on assistance to security forces contained in Section 551 of the FY 2006 Foreign Operations Appropriations Act (Leahy Amendment) (P.L. 109-102). With respect to Section 487, individuals receiving training financed under this agreement must sign the participant certification on narcotics offenses and drug trafficking contained in the attached certification and be vetted through a background check performed by the U.S. Embassy in their country. With respect to Section 551, in order to ensure that unit training financed under this agreement will not be provided to any unit of the security forces of a foreign country if there is credible evidence that such unit has committed gross violations of human rights or that individual training will not be provided to any individual member of foreign security forces if there is credible evidence that such individual committed gross violations of human rights, each unit identified for unit training and each individual member of the security forces identified for individual training must be vetted at both the Department of State and at Post. Accordingly, prior to selection for training, the USACE must submit identified units and individuals to the Department of State and to Post for vetting. Training of such units or individuals may not proceed until an appropriate vetting clearance is received from the Department of State.

11. The INL will conduct inspections of each project in coordination with the appropriate Resident Office, and the Contracting Officer's Representative (COR).

12. This IAA shall not affect any pre-existing or independent relationships or obligations between the INL and the USACE.

13. Survival: The provisions of this IAA which require performance after the expiration or termination of this IAA shall remain in force notwithstanding the expiration or termination of this IAA.

14. Severability: If any provision of this IAA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

XV. Effective Date and Period of Agreement

This IAA shall become effective when signed by both the INL and the USACE and shall continue into effect until funds are expended.

XVI. SIGNATURES

Bureau for International Narcotics
and Law Enforcement Affairs

U.S. Department of the Army

Anne W. Patterson 1/26/07
Anne W. Patterson Date
Assistant Secretary
Bureau for International Narcotics
and Law Enforcement Affairs

Merdith W. B. Temple 31 Jan 07
Merdith W. B. Temple Date
Brigadier General, USA
Director of Military Programs
U.S. Army Corps of Engineers

Robert S. Byrnes 1/26/07
Robert Byrnes Date
Executive Director
Bureau for International Narcotics
and Law Enforcement Affairs

Date

INTERAGENCY AGREEMENT
BETWEEN
THE BUREAU FOR INTERNATIONAL NARCOTICS
AND LAW ENFORCEMENT AFFAIRS
DEPARTMENT OF STATE
AND
THE UNITED STATES ARMY
CORPS OF ENGINEERS

ATTACHMENT A – PROJECT SITES
(Original list: 15 January 2007)

Reference – Part II, Paragraph C

Primary project locations in order of priority (subject to available funding):

- a. Renovation of up to 1,200 prisoner beds at the Basra Central facility in Basra, Iraq.
- b. New construction/expansion of up to 1,500 prisoner beds at the Baddush Prison Complex in Mosul, Iraq.
- c. Renovation/Expansion of up to 500 prisoner beds at the Fort Suse Prison, located near Sulaymaniyah, Iraq.
- d. New construction/addition of up to 400 prisoner beds at the new maximum-security prison in An Nasariyah, Iraq.

Alternate project locations in order of priority (subject to available funding):

- a. New construction of up to 545 prisoner beds at the Isktbarat Prison Complex in Baghdad, Iraq.
- b. New construction of an additional 400 prisoner beds at the new maximum-security prison in An Nasariyah, Iraq.
- c. New construction/expansion of up to 150 prisoner beds at the Diyalla Jail in Baquba, Iraq.
- d. New construction of up to 2,000 prisoner beds in Kirkuk, Iraq.
- e. New construction of up to 2,000 prisoner beds at Hillah, Iraq.