

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**KANDAHAR AIRFIELD US BASE OPERATIONS COMMANDER**  
**and**  
**U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT**

This Memorandum of Understanding (MOU) is entered by and between the KANDAHAR AIRFIELD U.S. BASE OPERATIONS / TF ANZIO COMMANDER (KAF US Base Ops), or similar authority, and the U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID) (hereinafter collectively the (Parties)).

**1. BACKGROUND:**

The KAF US Base Ops Commander intends to create a Stabilization Coordination Center (SCC) located at the Task Force Anzio Compound at Kandahar Airfield, Afghanistan. The SCC will serve as the tactical and strategic hub for stabilization activities in Regional Command (South). In order to effectively and efficiently meet the stabilization mission in southern Afghanistan, the SCC will co-locate military and civilian stabilization partners. The SCC will contain office space, conference rooms and living quarters. The KAF US Base Ops Commander will take the lead on the planning, design, development, construction, and maintenance of the SCC. USAID as part of the stabilization effort wishes to utilize office space and living quarters located within the SCC.

NOW THEREFORE, the Parties agree as follows:

**2. PURPOSE:**

- a) This MOU sets forth the understandings of the Parties regarding the responsibilities and requirements of USAID tenancy in the SCC.
- b) Nothing in this MOU constitutes an obligation of funds by either Party, but clarifies and formalizes the roles of the KAF U.S. Base Ops and USAID. Any transfer of funds will be through a separate obligating instrument and subject to the availability of funds.
- c) USAID personnel located at and residing on the SCC will be required to obey the rules of the KAF U.S. Base Ops Commander relating to all force protection measures and freedom of movement on and off the premises. However, USAID personnel will remain subject to Chief of Mission Authority for all guidance and direction including political, economic, development and diplomacy. For purposes of the War Hazards Compensation Act (Pub.L 784, 1942 as amended), USAID personnel located at and residing at the SCC have an employee/employer relationship with USAID. USAID personnel located at and residing on the SCC will not be in uniform, will not carry a weapon, will not participate in the supervision or interrogation of

prisoners, will not be required to engage in combat activities, nor will they be subject to the Uniform Code of Military Justice.

### **3. RESPONSIBILITIES OF THE KAF U.S. BASE OPS COMMANDER:**

a) The KAF U.S. Base Ops Commander will make available to those USAID American and third country nationals (TCNs) full access to KAF medical, dining and MWR facilities. Local Nationals are not authorized residency in living quarters or any other logistical support listed in this MOU except access to emergency medical treatment and dining facilities.

b) The KAF U.S. Base Ops Commander will provide USAID with the cost of living quarters, office space, dining, and MWR facilities charges on a monthly basis for reimbursement.

c) The KAF U.S. Base Ops Commander will provide NIPR and SIPR computer network connectivity as well as telephone outlets in the USAID office spaces, as reasonably required by USAID. The KAF U.S. Base Ops Commander will provide wiring in the USAID living quarters for internet, television and telephone lines during construction. USAID will be responsible for contracting internet, television and telephone service, as needed. The KAF U.S. Base Ops Commander will coordinate with COMKAF Headquarters for the installation of Mission Secret computer network connectivity, but Mission Secret access is ultimately decided by the NATO staff at COMKAF.

d) The SCC will have an USAID office space dedicated to SIPR and Mission Secret computer and telephone access. This office space will be secured with a cipher lock. This lock's combination will only be provided to those staff with appropriate security clearance levels.

e) The KAF U.S. Base Ops Commander will maintain all external fixtures, plumbing, water, and electrical requirements of the SCC, to include ongoing maintenance and general repairs required to maintain serviceability of the SCC due to normal use. The KAF U.S. Base Ops Commander will identify 10 parking spaces for USAID, subject to space available at KAF.

f) All damages to the facilities will be reported to the KAF U.S. Base Ops Commander and documented by the USAID personnel. In turn, the USAID personnel will report to the USAID Executive Office (EXO) if the incidences are not able to be resolved by the KAF U.S. Base Ops Commander.

### **4. RESPONSIBILITIES OF USAID:**

a) USAID requires twenty, single-person occupied living spaces (a minimum of 80 square feet of living space per person) within the SCC. USAID American and TCNs assigned to the SCC will occupy single-person living quarters.

b) USAID will provide all furnishings for living quarters within the SCC.

- c) USAID requires 2,240 square feet of congruent floor space for offices (approximately 14 Relocatable Buildings (8 x 20 feet per building).
- d) USAID will provide all computers, telecommunications, and office equipment necessary for USAID staff to be fully functional. USAID will ensure the proper maintenance and function of this equipment.
- e) USAID acknowledges and agrees to adhere to KAF policies, procedures, and SOPs regarding proper licensing of vehicles, badge procedures, and base access for contractors and local national staff. USAID has the affirmative duty to maintain and update their knowledge regarding these procedures and SOPs.
- f) USAID requires NIPR, SIPR, and Mission Secret computer networks and telephones. USAID will provide such IT and telecommunication equipment (e.g. computers, printers, radios, dishes, internet, televisions and telephone networks) as its personnel requires.
- g) USAID will ensure that only staff with appropriate security clearance levels are provided the cipher lock combination for the SCC's SIPR and Mission Secret office space. USAID will take necessary steps to ensure staff without appropriate security clearance levels do not have access to the SIPR and Mission Secret office space.
- h) USAID will provide such vehicles and drivers as it will need and be responsible for the transportation of its personnel. USAID will provide for all vehicle maintenance.
- i) Subject to the availability of funds, USAID will reimburse, on a monthly basis through an interagency reimbursement agreement, the KAF U.S. Base Ops for the cost of living quarters, office space, dining, exercise and recreational facilities charges utilized by USAID and its personnel.
- j) USAID agrees to adhere to KAF's Standards and Tenant's Policy.
- k) The KAF U.S. Base Ops Commander and USAID agree that KAF will be responsible for providing all medical support including necessary primary care to USAID personnel (U.S. and TCNs only) collocated at the KAF Base, as well as emergency services, medical evacuation and mortuary services as required. The USAID personnel will be responsible for any applicable charges for medical support, medical evacuation and mortuary services in accordance with the terms and applicable contract provisions or agreements. If required, MEDEVAC from KAF will be provided at USAID expenses.

## **5. COVENANTS OF THE PARTIES**

- a) The KAF U.S. Base Ops Commander and USAID agree that the purpose of creating the SCC is to co-locate stabilization partners to efficiently and effectively meet the stabilization mission in southern Afghanistan, coordinate respective humanitarian aid and reconstruction

programs, avoid duplication of efforts, and achieve the most advantageous outcome in the areas in which the parties operate.

b) USAID intends maximum occupancy of the designated living quarters and office space in this MOU. USAID will coordinate occupancy or vacancy and increases or decreases of SCC spaces through the KAF U.S. Base Ops Commander. USAID agrees that the overall management and operation of the SCC is a responsibility of the KAF U.S. Base Ops Commander.

c) This MOU will become effective on the date of the last party's signature. This MOU will remain in effect unless revoked by any party upon a ninety-day written notice to the other Party. This MOU may be modified by mutual written consent of the Parties. Additionally, upon a finding of Military Necessity, the KAF Base Ops Commander may modify the terms of the MOU upon written notice to USAID. Property furnished by USAID will remain the property of USAID. Any notice under the terms of this MOU, including any Party's notice of its intent to terminate the MOU, will be in writing signed by a duly authorized representative of the Party giving such notice and provided to the other Party.

By  \_\_\_\_\_

Dated: 20 Apr 2009

Colonel Ralph W. Haddock, USA  
Commander  
KAF U.S. Base Operations

By  \_\_\_\_\_

Dated: 4/16/09

Michael Yates  
Mission Director  
USAID/Afghanistan