

5. BORDER & TRANSPORTATION CONTROL

The long-term goal of this project is to strengthen border controls, increase information-sharing and improve international cooperation, thereby reducing the trafficking in persons and the movement of illegal immigrants, contraband and narcotrafficking across Bolivia's borders. The goal for 2004-5 funding is:

- to support GOB efforts to coordinate with neighboring governments on related issues, in pursuit of greater law enforcement cohesion across borders, and
- to support the establishment of a presence by the US Department of Homeland Security to follow issues related to immigration and customs.

Methods of verification of project achievement include observation by personnel of the two cooperating governments and by official GOB records of operational results.

6. TERRORIST FINANCING/MONEY LAUNDERING

The long-term goal of this project is to reduce the risk of Bolivia becoming a haven for terrorism and to increase the professionalism of the BNP and prosecutors. The goal for 2004-5 funding is:

- to provide training to 200 BNP (FELCN, PTJ and Prosecutors) in Basic Criminal Investigative Techniques (including a UN-based human rights module), to 150 FELCN and prosecutors in Advanced Investigative Techniques (including methods on how to investigate and build anti-terrorist cases), to 25 Special Crimes Task Force members (GTIDE) in special criminal investigative techniques in Santa Cruz, and to 65 DNRP officers in internal investigative techniques and administrative duties,
- to establish a GTIDE unit in Cochabamba (providing training as required),
- undertake a physical inventory of assets that are supposed to be under the control of DIRCABI, once a case-tracking system and adequate internal administrative and financial controls are in place.

Methods of verification of project achievement include observation by personnel of the two cooperating governments and by official GOB records of operational results.

7. ANTI-CORRUPTION

The long-term goal of this project is to promote greater accountability within the BNP.

The goal for 2004-5 funding is:

- to create a case-tracking database for the BNP's DNRP/Tribunal disciplinary system, to increase the number of staff of DNRP and Tribunal system by 10% each and to establish DNRP/Tribunal offices in each of Bolivia's nine departments,
- to increase completed investigations of reported internal misconduct cases within the BNP by at least 20%, and
- to create a case-tracking system that enables the GOB to monitor and investigate allegations of human rights violations against elements of the BNP and Armed Forces.

Methods of verification of project achievement include observation by personnel of the two cooperating governments and by official GOB records of operational results.

8. AVIATION SUPPORT

The long-term goal of this project is to provide the logistical support --via C130s, helicopters and other fixed wing assets-- required to support the efforts of all other NAS-funded projects.

The goal for 2004-5 funding is:

- for RDTF, to maintain:
 - o aircraft availability rate (target: 80 percent) of 15 UH-1s and 6 light fixed-wing aircraft,
 - o a qualified force of helicopter pilots, fixed-wing pilots, crew chiefs and support technicians,
 - o 900 logistics stocked items (target: zero defect accountability), and
 - o a maintenance balance of 1,270 bank hours for helicopters and 350 bank hours for fixed wing aircraft.
- to contract for the upgrade of two additional Huey IIs, and
- for BlkDTF, to maintain:
 - o aircraft availability rate (target: 90%) of three C130B model medium lift cargo aircraft
 - o a qualified force of 4 pilots, engineers, navigators, loadmasters and maintenance technicians
 - o 2,500 logistic stock items (target: zero defects), and
 - o a flight hour program of 600 hours per year.

Methods of verification of project achievement include observation by personnel of the two cooperating governments and by official GOB records of operational results.

9. OPERATIONAL/LOGISTICAL SUPPORT

The long-term goal of this project is to provide the logistical and administrative support required to allow other NAS-financed projects to undertake their various activities, including interdiction, eradication and the pursuit of rule of law.

The goal for 2004-5 funding is:

- for GDTF, to maintain a rate of operational readiness at 98%, and
- for BDTF, to contribute logistical support in at least four joint CN operations per month with the FELCN.

Methods of verification of project achievement include observation by personnel of the two cooperating governments and by official GOB records of operational results.

The specific goals of the separate component elements of these projects are as specified in the descriptions in Section II above. Progress toward achievement of these project goals will be measured for each separate component element of the projects in terms of the goals specified above, and for each project as a whole, in terms of the extent to which the participating institutions of the GOB develop the institutional capability and are provided by the GOB with the resources necessary to implement their drug and crime control responsibilities without requirement for assistance from external sources.

EVALUATION PLAN

Representatives of the USG and the GOB will meet at least every three months to review progress towards achievement of the project goal and objectives. Reviews of specific component elements of the project will include officials of agencies of the GOB receiving assistance under those project elements. Progress will be evaluated in accordance with the measurements of success described above. Information to be considered in conducting these evaluations will include qualitative and quantitative indicators. A written report will be prepared jointly by the NAS (for the USG) and the Ministry of Foreign Affairs (for the GOB) on an annual basis that summarizes the results of these evaluations. These evaluations are in addition

to the ongoing monitoring of the programs and activities conducted by relevant personnel of both governments.

V. STANDARD PROVISIONS

1. Funds

- A. Disbursement of USG funds shall be for procurement of property, equipment, supplies, material and services (hereinafter collectively "property").
- B. Funds obligated by the USG that have not been spent within twelve months following the close of the United States fiscal year in which the LOA is signed may be de-obligated by the USG. An extension of this period may be granted by INL.
- C. The GOB shall contribute to the projects described in this LOA by making reasonable efforts to ensure adequate funding for normal administrative and related expenses for GOB personnel. These expenses might include the payment of rents and utilities, telephone costs, salaries and benefits (including medical and other insurance protection), per diem and travel costs within Bolivia, personal equipment and uniforms, and by recruiting and retaining competent personnel.
- D. The GOB shall make such reasonable efforts as are necessary to ensure that funds or other support provided under this LOA are not employed in any way in support of drug trafficking.

2. Title

Title to all property, except aircraft, procured with funds provided by the USG under this LOA shall be to the GOB unless otherwise specified.

3. Property and Personnel

A. Property

- (1) Property furnished to the GOB through funds provided by the USG shall be used to further the objects and purposes of this LOA. The GOB shall return to the USG, or reimburse the USG for the original purchase price of any property that it obtains through funds provided by the USG that is not used in accordance with this provision. The GOB shall not authorize the re-export, transfer, loan, sale or other disposition of any property provided

to it under this LOA without the prior written authorization of the USG. Funds derived from the re-export, transfer, loan, sale or other disposition of any property furnished or funded by the USG to the GOB under this LOA shall be used to further the objectives of the LOA.

- (2) All property furnished or funded under this LOA shall be accounted for to the U.S. Embassy by the GOB in no less rigorous manner than would be used if the property was acquired by the GOB with Bolivian government funds.

B. Personnel

- (1) Before scholarships, fellowships or participant training for personnel proposed by the GOB can be furnished or funded under this LOA, each such person must execute a certification, as set forth in the Annex to this LOA, that he/she has not been convicted of a narcotics offense and has not been involved in narcotics trafficking within the last ten years.
- (2) In order to retain the maximum benefits from the investment in training, the GOB agrees to retain personnel who have received training furnished or funded under this LOA for a minimum of two years after completing such training. This provision may be waived by written agreement of the Parties.

4. Monitoring and Evaluation

- A. Each Party shall have the right: (1) to examine any property furnished or funded by that Party under this LOA to determine that such property is being used in accordance with the terms of the LOA; and (2) to inspect and audit any records and accounts with respect to funds, property or services furnished or funded by that Party under this LOA to determine that such funds, property and services are being utilized in accordance with the terms of this LOA.
- B. The Parties shall monitor the progress of implementation of this LOA, including the use of funds, property and services furnished or funded under this LOA at least annually. Each Party shall assign qualified personnel to participate in the monitoring and evaluation process.

C. Each Party shall furnish the other with information necessary to evaluate the effectiveness of project operations under the terms of this LOA. At the termination of each project, a completion report shall be issued. This report shall include a summary of project contributions by the USG and the GOB, a record of activities performed, objectives achieved and related data.

5. Applicable Laws

- A. Each Party shall expend funds and support project operations in accordance with its applicable laws and regulations.
- B. All property furnished or funded by the USG under this LOA shall be procured in and shipped from the United States unless otherwise provided for in this LOA, or in any project annex, or as otherwise authorized in writing by the USG.

6. Taxes

A. Property and Funds

- Any property or funds introduced into or acquired in Bolivia by the USG or by any person or entity (including but not limited to contractors and grantees) funded by the USG as part of, or in conjunction with, this LOA shall be exempt from all taxes, service charges and investment or deposit requirements and currency controls in Bolivia. The import, export, purchase, acquisition, use or disposition of any such property or funds in conjunction with this LOA shall be exempt from all tariffs, custom duties, import and export taxes, taxes on acquisitions or purchases or disposition, value-added taxes and any other taxes or similar charges in Bolivia.

B. USG Personnel

- All personnel employed directly or indirectly by the USG and assigned by the USG to perform duties in Bolivia in connection with this LOA, and accompanying members of their families, shall be exempt from all Bolivian income taxes and social security taxes with respect to income earned while in Bolivia, and from property taxes on real or personal property located in Bolivia and intended for their own personal use. Such personnel and accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into Bolivia for their own use, as is

accorded by the GOB to diplomatic agents of the United States Embassy in Bolivia.

C. Contract Services

- Any non-Bolivian national contractor, including any consulting firm, any non-Bolivian national personnel of such contractor funded under this LOA and present in Bolivia to perform work in connection with this LOA, any property or transaction related directly to such contracts, and any commodity procurement transaction funded under this LOA, shall be exempt from all taxes, tariffs, duties or other levies imposed in Bolivia.

D. The tax arrangements provided under paragraphs B and C are not applicable to citizens or permanent residents of Bolivia present in Bolivia in conjunction with this LOA.

7. Status of USG Personnel in Bolivia

- A. The GOB shall receive persons designated by the USG to discharge responsibilities of the USG under this LOA. Upon appropriate notification from the USG, the GOB shall grant USG employees the privileges and immunities accorded to the Administrative and Technical staff of the USG and assigned to the U.S. Embassy. Contractors under this agreement shall be granted official acts immunity.
- B. The privileges and immunities provided under paragraph A are not applicable to citizens or permanent residents of Bolivia present in Bolivia in conjunction with this LOA.

8. Human Rights

The Parties recognize that the protection of human rights is an important element of this LOA. To this end, the Parties understand that:

- A. USG assistance to the GOB narcotics and crime control effort is conditioned on the GOB actively protecting human rights in Bolivia, and
- B. In accordance with United States law and policy, no USG assistance or funds shall be provided under this LOA to or for use by a unit of the security forces of the GOB if the USG has credible evidence that such a unit has committed gross violations of human rights, unless the USG determines that the

GOB is taking effective measures to bring the responsible members of the security forces unit to justice. The Parties understand that "effective measures" means that the Government of Bolivia is carrying out a credible investigation and that the individuals involved face appropriate disciplinary action or impartial prosecution in accordance with Bolivian law.

9. Final Clauses

- A. This LOA shall enter into force upon signature by authorized representatives of both Parties.
- B. Modifications to this LOA may be made as agreed by the Parties and issued as amendments to this LOA.
- C. Either Party may terminate this LOA by giving the other Party 90 days prior written notice of its intention to terminate. The USG may suspend its obligations under this LOA in whole or in part upon giving the GOB written notice with immediate effect.
- D. Notwithstanding the notification procedures set forth in Paragraph B, the USG reserves the right to terminate any and all assistance provided under this LOA immediately upon notice, or to take any other appropriate measures, if an agency of the GOB, to or through which assistance is being provided under this LOA, or a key individual of such agency, or any recipient of scholarships, fellowships or training furnished or funded under this LOA, is found to have been convicted of a narcotics offense, or to be or have been engaged in drug trafficking. Drug trafficking is defined as any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering (defined as the process whereby proceeds of criminal activity are transported, transferred, transformed, converted, or intermingled with legally acquired funds, for the purpose of concealing or disguising the true nature, source, disposition, movement, or ownership of these proceeds), relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances. A narcotics offense is defined as a violation of, or a conspiracy to violate, any law or regulation of the United States, a State, the District of Columbia or other U.S. territory, or a foreign country relating to narcotic or psychotropic drugs or other controlled substance.

E. Notwithstanding the termination of this LOA, the obligations of the GOB under Section V, Paragraph 3 of this LOA relating to the use of property shall continue to apply without respect to time unless otherwise agreed in writing by the Parties.

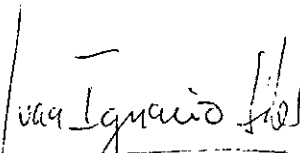
DONE at La Paz, Bolivia, in duplicate this 2nd, day of September, 2004, in the English language with a copy in Spanish for the GOB.

FOR THE GOVERNMENT OF THE UNITED
STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF BOLIVIA



DAVID N. GREENLEE
UNITED STATES
AMBASSADOR TO BOLIVIA



JUAN IGNACIO SILES DEL VALLE
MINISTER OF FOREIGN AFFAIRS
AND WORSHIP
REPUBLIC OF BOLIVIA

PARTICIPANT CERTIFICATION
NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, or of any other country, concerning narcotics or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that the United States Department of State (DOS) may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my DOS-funded training.

Signature: _____

Name: _____

Date: _____


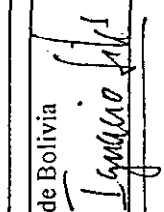
NOTICE

1. Pursuant to the agreements between the USG and the GOB, you are required to sign this Certification.
2. If you make a false Certification you are subject to criminal prosecution under applicable laws.

Letter of Agreement Between the Embassy of United States of America and the Government of Bolivia

<p>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 the annexes indicated below</p> <p><input type="checkbox"/> Projects Descriptions <input checked="" type="checkbox"/> Standard Provisions</p> <p>Annex A <input type="checkbox"/> Annex B <input type="checkbox"/> Annex C <input type="checkbox"/> Annex D <input type="checkbox"/></p> <p>This Letter of Agreement is further subject to the terms of the following agreement between the two Governments as modified and supplement</p>	<p>LOA Number</p> <p>0104-04-001</p>	<p>Amendment Number:</p>												
<p>Amount of Funds to be Provided in this Agreement:</p> <p style="text-align: right;">47,544,244</p>	<p>Date of Original LOA</p> <p>September 1, 2004</p>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Project Number</th> <th style="width: 25%;">Project Title</th> <th style="width: 25%;">Personnel</th> <th style="width: 25%;">Commodities</th> <th style="width: 25%;">Operating Support</th> <th style="width: 25%;">Other Cost</th> </tr> </thead> <tbody> <tr> <td>Various</td> <td>Various</td> <td>5,234,244</td> <td>13,762,000</td> <td>21,383,000</td> <td>7,165,000</td> </tr> </tbody> </table>			Project Number	Project Title	Personnel	Commodities	Operating Support	Other Cost	Various	Various	5,234,244	13,762,000	21,383,000	7,165,000
Project Number	Project Title	Personnel	Commodities	Operating Support	Other Cost									
Various	Various	5,234,244	13,762,000	21,383,000	7,165,000									
<p>Previous Funding Provided this Fiscal Year</p> <p>Funding Increase with LOA or Amendment</p> <p>Total Funding Provided this Fiscal Year</p> <p>Total Funding Provided in Previous Fiscal Years</p> <p>Total Funding Provided to Date</p>	<p>0</p> <p>47,544,244</p> <p>47,544,244</p> <p>362,760,513</p> <p>410,304,757</p>	<p>Appropriation and Allotment</p> <p>19-4611540000</p>												
		<p>Sub obligation Terminal I</p> <p>June 30, 2011</p>												
<p>Certification that Funds are Available:</p> <p style="text-align: right;"><i>[Signature]</i> Date: 9/1/04</p> <p>Financial Management Officer</p>														
<p>For the Government of Bolivia</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Minister of Foreign Affairs and Worship</p>														
<p>For the Embassy of the United State of America</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Ambassador</p>														
		<p>Date: 09/02/09</p> <p style="text-align: right;">Date: 9/1/04</p>												

Convenio entre la Embajada de los Estados Unidos de América y el Gobierno de la República de Bolivia

Las partes arriba mencionadas convienen apoyar un proyecto de acuerdo con los términos estipulados en el mismo, así como en las secciones señaladas a continuación. [] Descripción del Proyecto [X] Disposiciones generales Sección A [] Sección B [] Sección C [] Sección D [] El presente Convenio queda sujeto a los términos estipulados entre ambos gobiernos según modificaciones y suplementos		Número del Convenio 0104-04-001 Fecha del Convenio Original Septiembre 1, 2004	Número de Enmienda Monto a ser asignado en este Convenio 47.544.244			
No. del Proyecto Varios	Título del Proyecto Varios	Personal 5.234.244	Material/Equip 13.762.000	Apoyo Operacional 21.383.000	Otros Costos 7.165.000	Total 47.544.244
Total Anterior en este Año Fiscal Incremento con el Convenio o Enmienda Total en este Año Fiscal Total en Año Fiscal Anterior Total a la Fecha	0 47.544.244 47.544.244 362.760.513 410.304.757	Apropiación y Asignación 19-4611540000	Última fecha de Sub-Obligación Junio 30, 2011	Fecha: 9/1/04	Certificación de Disponibilidad de Fondos  Jefe de Presupuestos y Finanzas	Por el Gobierno de Bolivia Ignacio Siles Ministro de Relaciones Exteriores y Culto de Bolivia
				Fecha: 09/02/04	Por la Embajada de los Estados Unidos de América  Embajador de los Estados Unidos de América	Fecha: 9/1/04