

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

KABUL, AFGHANISTAN

هيئت انكشاف بين المللي اضلاع محدة امريكا  
كابل افغانستان

November 1, 1977

OFFICE OF THE DIRECTOR

دختر رئيس

Mr. Ali Ahmed Khurram  
Minister of Planning  
Ministry of Planning  
Government of Republic  
of Afghanistan  
Kabul, Afghanistan

Subject: AID Project No. 306-0149  
Central Helmand Drainage Project - Phase II  
Project Implementation Letter No. 1

Dear Mr. Khurram:

This letter sets forth the procedures for utilizing the above grant and provides information to assist you in implementing the project in conformity with the project Grant Agreement dated August 29, 1977 (Agreement). Nothing in this letter or its attachments alters the scope of the Agreement or the terms of the specific articles of the Agreement that are referred to or explained in this letter. Instructions in this letter or its attachments may be supplemented or modified by subsequent Project Implementation Letters issued from time-to-time as may be required.

Throughout this letter the term "Grantee" refers to the Republic of Afghanistan; "MWP" refers to the Ministry of Water and Power; "HAVA" refers to the Helmand Arghandab Valley Authority; "HCC" refers to the Helmand Construction Corporation; "SCS" refers to the Soil Conservation Service of the U.S. Department of Agriculture; "USAID" refers to the U.S. Agency for International Development's Mission to Afghanistan; and "AID" refers to the Agency for International Development in Washington, D.C.

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I. Conditions Precedent

In accordance with the provisions of Article 4 of the Agreement, the following conditions must be met by the Grantee prior to the first disbursement of the Grant. If these conditions are not met by December 27, 1977 (6Jad 1356), or such later date as the parties to the Agreement may agree to in writing, AID may terminate the Agreement by written notice to the Grantee.

A. Legal Opinion, Section 4.1(a). A sample letter providing the information needed to fulfill this requirement is attached (Attachment A) to this letter.

B. Designation of Grantee Representative, Section 4.1(b). The name of the individual authorized to act as representative of the Grantee as specified in Section 8.2 of the Agreement, and of any additional representatives, may be certified by the person rendering the legal opinion in A. above or the person who signed the Agreement. Authenticated specimen signatures (in three copies) are required from each individual designated as a representative. Specimen signature cards for this purpose are attached (Attachment B) to this letter.

C. Evidence of 80% Completion of Phase I Construction, Section 4.1(c). This condition has been physically accomplished. For the record, the Grantee shall furnish to the USAID a listing of the satisfactorily completed work constituting 80% of main and farm drain construction established as the Phase I goal and copies of the letters requesting reimbursement for such work. Specifically, this will cover at least 32 kilometers of main and 45.6 kilometers of farm drains.

D. MWP/HCC Protocol, Section 4.1(d). Prior to establishing the first letter of commitment or disbursement by other methods, MWP will submit, in form and substance satisfactory to USAID, five (5) copies of a written, signed protocol between MWP and HCC which establishes responsibility for Phase II construction and/or related services for the Project under contracts to be subsequently negotiated with HAVA.

The protocol is to include and set forth the policy guidance of the MWP that is to be followed by HCC in carrying out the work to be performed for HAVA under Phase II or the Central Helmand Drainage Project. The protocol will define the following services to be furnished by HCC: (1) construction of main and farm drains by machine and hand labor methods; (2) maintenance services for drains in the project area; and (3) such ancillary services as may be required from time to time. The work will be performed by HCC under contracts to be negotiated with HAVA.

The protocol will indicate the organizational arrangements that HCC plans to use to accomplish the above services and will include organization charts, staffing patterns and budgeting plans. It is assumed that HCC plans to implement this project with separate organizational units for machine construction, hand construction and maintenance and therefore separate organizational and staffing charts for these units should be affixed as part of the protocol. All positions essential for performance of the work scheduled for the first year shall be occupied by qualified personnel to meet the Condition Precedent.

The contracting arrangements and a sample contract form for each type of work should be submitted and made part of the protocol. The contract form for hand labor should contain a stipulation that a fixed cost per cubic meter of excavation is to be given for each segment of work.

Equipment to be used on the project for machine construction is to be listed as to type and number in three categories:

1. Existing equipment for period before arrival of AID-financed equipment for each project area.
2. Existing equipment for period after arrival of AID-financed equipment for each project area.
3. AID-FINANCED equipment by project area

Support equipment such as fuel, transport, personnel carriers and ancillary equipment should be included. In addition, the equipment to be used to perform the hand construction and the maintenance work should be listed. This listing should include personnel support vehicles and supervisory vehicles.

The protocol should also include a provision which will ensure that equipment and staff assigned to the project will not be removed without adequate replacement unless mutually agreed to by USAID and the Grantee.

E. Procurement Plan, Section 4.1(e)

1. The Grantee will submit in form and substance satisfactory to AID a detailed procurement plan. The plan will include, but not be limited to, the following information:

- (a) A detailed list of the machinery, equipment and related spare parts to be procured (1) by HCC with AID funds and funds from other sources and (2) by HAVA with AID funds and with funds from other sources;
- (b) Designation of the individual(s) who will act as procurement agent for HCC and for HAVA; a copy of the delegation of authority which will be given to him to execute procurement contracts and open letters of credit or other funding commitments and take other necessary procurement actions; an authenticated specimen signature (in three copies) for validation of fund committing banking documents, see Attachment B.; and the arrangements which will be made for payment of his round trip travel and related expenses to the U.S. which may be associated with the procurement

- of eligible goods and services financed by proceeds of the the grant.
- (c) The procurement documents which will be used and the dates they will be available for review;
  - (d) Planned timing of procurement actions, including preparation of documents; solicitation of bids; review and award of bids; and transportation to U.S. port, to Karachi and to Lashkar Gah and/or Chah-i-Anjir;
  - (e) The services, such as technical representatives to service and place equipment in operation and provide technical training of operators and mechanics, to be requested from equipment suppliers;
  - (f) The transportation and forwarding arrangements for shipping both standard size equipment and equipment of unusual size and weight from Karachi to site; the insurance coverage and underwriter for equipment during shipment from Karachi to site; the provision of Pakistan rupees needed for transportation expenses in Pakistan; and the arrangements for customs clearances in Karachi and Afghan port of entry. To the extent grant funds are used to finance transportation costs in Pakistan payable in Pakistan rupees, arrangements for payment of such costs should be made through the USAID/A Controller.
  - (g) Any additional storage and material control facilities which will be needed at Lashkar Gah and Chah-i-Anjir and how and when they will be provided; and the staffing increases which will be required by HCC and HAVA to operate, service and maintain the new equipment and the dates they will be recruited and in place.

F. HCC Labor Management Procedures, Section 4.1(f).

HCC shall have established and staffed an organization within HCC to supervise and manage farm drain excavation utilizing laborers and hand tools. HCC shall have entered into a farm drain construction contract with HAVA and, in fact, be using laborers to excavate farm drains. The method of payment specified and in use shall have such form and procedure as to create an incentive to the laborer and bring about the most cost-effective method of work.

G. HAVA Organization, Staffing and Equipment Needed for Phase II, Section 4.1(g). The Grantee will submit, in form and substance satisfactory to USAID, evidence that HAVA has adequate staff, equipment and supplies available to carry

out Phase II of the project. Such evidence will include the organizational arrangements which are in effect; the titles and numbers of personnel who are assigned to work on the project and in place; and the equipment and supplies which are provided to carry out the project. The evidence will include a provision which will ensure that equipment and staff assigned to the project will not be removed without adequate replacement unless mutually agreed to by USAID and the Grantee.

HAVA shall have inventoried its existing serviceable equipment, vehicles and spare parts and shall have established its needs for these items for Phase II. Procurement of those items needed for the second year but not in stock shall be in progress in accordance with procurement procedures identified for HAVA in Section IE of this letter.

H. Establishment of HAVA Socio-economic Unit in HAVA, Section 4.1(h). The USAID will be provided with a letter signed by the Vice President of HAVA certifying that:

1. A Socio-economic Unit has been established in the Planning and Statistics Department of HAVA;
2. Adequate staff (at least four people) is permanently assigned to the Unit to carry out socio-economic research and evaluation on a full-time basis; and
3. Adequate funds (not less than 250,000 afghanis) have been budgeted for the use of the Unit for project purposes in Afghan Year 1356 and not less than 5000,000 afghanis will be budgeted for the use of the Unit for project purposes in Afghan Year 1357.

The socio-economic criteria to be used in carrying out the functions of the Unit will be the subject of a subsequent Project Implementation Letter.

## II. Availability of Grantee Funds

The Grantee will provide USAID with a copy of the budget approved for HAVA for the remainder of Afghan Year 1356 making available funds for project purposes in amounts compatible with the estimates shown on page 14, Annex 1 of the Agreement. The Grantee will also provide a certification by an authorized representative that sufficient funds to carry out their parts of the project in an effective and timely manner will be provided to HAVA, MWP and HCC in Afghan Years 1357, 1358 and 1359.

## III. SCS - HAVA Relationship

The SCS Team will act as a contractor provided and financed by USAID to provide technical advice and assistance to HAVA in

carrying out Phase II of the Central Helmand Drainage Project. SCS Team members will act in an advisory and training capacity; they will not replace HAVA personnel or perform their functions.

The SCS Chief of Party will provide advice and assistance to the Project Director (the Vice President of HAVA) on policy and general technical aspects of project implementation. Each SCS Team member, with the exception of the Administrative Officer, will act as an advisor in his field of specialization and provide on-the-job training to one or more HAVA counterparts who will be officially designated by HAVA.

The SCS Chief of Party will exercise administrative control and supervision over all SCS Team members. He will clear with the Project Director all SCS personnel assignments and administrative matters, such as leave requests, which affect work schedules and relations with counterparts. He will provide such periodic or special reports on Team activities as the Project Director may request.

SCS will advise and assist HAVA in site selection criteria, soil analyses, field surveys, information programs, maintenance programs, developing designs, drawings, specifications, cost estimates, work schedules, certification for payment, and other products which are required to implement the project. The SCS Team will also provide assistance in construction contracting and supervision and in such other areas as may be requested by the Project Director and which is within its capability and consistent with the overall purpose and objectives of the project.

#### IV. USAID Role

USAID, through its Project Officer, will monitor the activities of HAVA and SCS in implementing Phase II of the Central Helmand Drainage Project, will keep informed of project problems and progress and will provide policy guidance to ensure consistency with the purposes and objectives of the project.

Prior to the initiation of any work to be reimbursed under the Agreement, USAID will approve design criteria and standards, unit costs to be used for reimbursement, the criteria for site selection, and the form of all contracts. Requests for reimbursement for work performed must confirm that applicable USAID approvals were received prior to initiation of work. USAID will also approve IFBs for equipment procurement and the qualifications of personnel proposed for assignment to the SCS Team.

USAID may provide additional guidance on any of the above points in subsequent Project Implementation Letters.

The Project Officer may call on the USAID staff for such advice and assistance in project monitoring and evaluation as he believes necessary.

V. Implementation Schedule

The following implementation schedule for main and farm drain construction in Phase II has been jointly established by HAVA, SCS and USAID. This schedule is subject to joint periodic review. Needed changes in job locations and target dates may be made by mutual agreement of HAVA and SCS. Significant changes in annual goals will be made by mutual agreement of HAVA, SCS and USAID and will be embodied in subsequent Project Implementation Letters.



F A R M D R A I N S

<u>Item No.</u>	<u>Job Name</u>	<u>Amount</u>	<u>Unit</u>	<u>Begin Planning</u>	<u>Begin Design</u>	<u>Begin Construction</u>	<u>Complete Construction</u>
1.	Marja Block 1C	1	Km <sup>2</sup>	complete	complete	1/1/78	5/1/78
2.	Shamalan 2 ariest	2	Km	complete	complete	1/1/78	6/1/78
3.	Parweshan 15 W	2	km	complete	complete	1/7/78	6/1/78
4.	Nad-i-Ali Drain 3	2	km	complete	9/1/77	1/15/78	6/15/78
5.	Darweshan 9W	3	km	complete	9/1/77	2/1/78	7/1/78
6.	Upper Boghra - spur 3	2		complete	9/15/77	3/1/78	8/1/78
7.	Marja, East Drain C	3		complete	9/15/77	3/15/78	8/15/78
8.	Shamalan, by 52-54	2		5/5/77	10/1/77	4/1/78	8/15/78
9.	Darweshan, Block 5E	1		6/1/77	11/1/77	4/1/78	7/15/78
10.	Nad-i-Ali, Drain 2	2		7/1/77	11/1/77	5/1/78	9/15/78
11.	Shamalan, Bolan	1		8/1/77	11/1/77	4/15/78	8/1/78
12.	Darweshan, Block 10E	5		10/1/77	2/1/78	7/1/78	2/1/79
13.	Shamalan, Old Zarish	4		10/15/77	1/15/78	8/1/78	5/1/79
14.	Upper Boghra	3		11/1/77	1/15/78	7/15/78	12/1/78
15.	Marja, Block 11D	1		11/15/77	1/15/78	6/15/74	9/15/78
16.	Nad-i-Ali, Drain 1 area	3		12/1/77	3/1/78	8/15/78	1/1/79
17.	Marja, Block 1C	1		12/15/77	2/15/78	8/15/78	12/15/78
18.	Shamalan, Drain A	1		1/1/78	3/1/78	9/1/78	12/15/78
19.	Darweshan, Block 11E	2		1/15/78	3/15/78	9/15/78	1/1/79
20.	Nad-i-Ali, Drain 4	1.5		2/1/78	3/15/78	10/1/78	3/1/79
21.	Marja, Ex. B area	2		2/15/78	4/15/78	11/1/78	4/1/79
22.	Shamalan, Drain K	2		3/1/78	5/1/78	11/15/78	4/15/79
23.	Darweshan, Block 10W, 11W, 12W	3		3/15/78	6/1/78	1/1/79	6/1/79
24.	Nad-i-Ali, Drain 2N area	3.5		4/1/78	6/15/78	2/1/79	7/1/79
25.	Marja, Block 9B	2		4/15/78	6/15/78	1/15/79	6/15/79
26.	Shamalan, MWV area	2		5/1/78	7/1/78	2/1/79	8/1/79
27.	Marja, Block 1C	2		6/1/78	8/1/78	3/1/79	9/1/79
28.	Shamalan, New Zarist area	1		6/15/78	8/1/78	4/1/79	10/1/79

FARM DRAINS

<u>Item No.</u>	<u>Job Name</u>	<u>Amount</u>	<u>Unit</u>	<u>Begin Planning</u>	<u>Begin Design</u>	<u>Begin Construction</u>	<u>Complete Construction</u>
29.	Upper Bogra - FD	5	Km <sup>2</sup>	7/1/78	9/1/78	4/1/79	11/1/79
30.	Darweshan, Drain E	6		7/15/78	10/1/78	5/1/79	12/1/79
31.	Shamalan, Marja, WW-B	4		8/1/78	10/1/78	6/1/79	1/1/80
32.	Marja-Karise Sadi	4		8/15/78	10/15/78	6/15/79	1/15/80
33.	Nad-i-Ali, Drain 1	9		9/2/78	11/1/78	7/1/79	2/1/80
34.	Darweshan, Block 3W-7W	4		10/1/78	12/1/78	7/1/79	2/15/80
35.	Shamalan, Drain D	4		10/15/78	12/15/78	7/15/79	3/1/80
36.	Marja, Block 8D	2		11/15/78	12/15/78	7/15/79	3/15/80
37.	Shamalan, Drain H	2		12/15/78	2/15/78	8/1/79	4/1/80
38.	Darweshan, Block 3E-2E	3		1/1/79	3/1/79	9/1/79	4/15/80
39.	Nad-i-Ali, Drain 3	1.5		1/15/79	4/15/79	10/15/79	5/1/80
40.	Marja, Block 11B	3		2/15/79	5/15/79	10/1/79	5/15/80
41.	Shamalan, Drain F	2		3/1/79	6/1/79	11/1/79	6/1/80
42.	Shamalan, Drain L	2		3/15/79	6/15/79	11/15/79	6/15/80
43.	Darweshan, Block 8E-9E	5		1/1/79	7/1/79	12/1/79	7/1/80
44.	Shamalan, Drain B	2		4/15/79	7/15/79	12/15/79	7/15/80
45.	Shamalan, Drain A	1		5/1/79	8/1/79	1/1/80	8/1/80
46.	Nad-i-Ali, Drain 1	1.5		5/15/79	8/15/79	1/15/80	8/15/80
47.	Marja, Block 11D	3		6/1/79	8/1/79	2/1/80	9/1/80
48.	Shamalan, Drain K	2		7/1/79	9/1/79	3/1/80	9/15/80
49.	Darweshan, Drain D	2		8/1/79	10/1/79	4/1/80	10/1/80
50.	Shamalan, Marja WW	1		9/1/79	10/1/79	5/1/80	11/1/80

## MAIN DRAIN

<u>Item No.</u>	<u>Job Name</u>	<u>Amount</u>	<u>Unit</u>	<u>Begin Planning</u>	<u>Begin Design</u>	<u>Begin Construction</u>	<u>Complete Construction</u>
1.	Shamalan-Marja W.W.	4	Km	complete	complete	1/1/78	4/1/78
2.	Darweshan Dr. C	10		complete	complete	4/1/78	9/1/78
3.	Marja Ext. B	10		complete	8/1/77	1/1/78	4/1/78
4.	Marja Ext. A	6		complete	9/1/77	4/1/78	7/1/78
5.	Darweshan Dr. A	5		complete	9/15/77	9/1/78	12/1/78
6.	Karise Sadi	5		8/1/77	10/1/77	7/1/78	10/1/78
7.	Nad-i-Ali, Drain 1	10		8/15/77	11/15/77	10/1/78	3/1/79
8.	Shamalan, Zarish	14		9/1/77	12/1/77	12/1/79	5/1/79
9.	Nad-i-Ali, Drain 2N	4		10/1/77	2/1/78	3/1/79	5/15/79
10.	Nad-i-Ali, Drain 4	5		11/1/77	3/1/78	3/1/79	5/15/79
11.	Nad-i-Ali, Chan-i-Anjirs	4		12/1/77	3/1/78	5/15/79	8/1/79
12.	Darweshan, Drain A-C	19		12/15/77	4/1/78	5/1/79	11/1/79
13.	Shamalan, Drain A (to cutoff river)	1.5		1/1/78	4/1/78	11/1/79	3/1/80
14.	Shamalan, Drain H	4		2/1/78	5/1/78	12/1/79	4/1/80
15.	Marja-Karise Sadi	4		2/15/78	6/1/78	8/1/79	10/1/79
16.	Marja-Sub Drains 8D-9C	5		3/1/78	7/1/78	10/1/79	12/1/79
17.	Marja-Sub Drains 11B	3		3/15/78	7/1/78	10/1/79	12/1/79
18.	Nad-i-Ali, Drain 1	3		4/15/78	8/1/78	12/1/79	2/1/80
19.	Nad-i-Ali, SM Village B	6		5/15/78	10/1/78	2/1/80	4/1/80
20.	Shamalan, MWV-B	5		6/15/78	10/1/78	4/1/80	7/1/80
21.	Upper Boghra	12		7/1/78	12/1/78	1/1/80	1/1/81
22.	Darweshan A & A spur	13		8/1/78	1/1/79	1/1/80	3/15/80
23.	Nad-i-Ali, SM Drain 1	13		9/1/78	1/1/79	1/1/80	4/1/80
24.	Marja, West Marja	14		10/1/78	2/1/79	1/1/80	7/1/80
25.	Shamalan, Drain F & J	11		11/1/78	2/1/79	1/1/80	6/1/80

MAIN DRAIN

<u>Item No.</u>	<u>Job Name</u>	<u>Amount</u>	<u>Unit</u>	<u>Begin Planning</u>	<u>Begin Design</u>	<u>Begin Construction</u>	<u>Complete Construction</u>
26.	Darweshan, Drain B&B spur	13		12/1/78	4/1/79	3/15/80	6/1/80
27.	Nad-i-Ali, WW-56	6		1/1/79	3/1/79	4/1/80	7/1/80
28.	Marja, Drain B+M	9		2/1/79	6/1/79	7/1/80	8/15/80
29.	Darweshan - Drain F	12		3/1/79	7/1/79	6/1/80	12/1/80
30.	Shamalan, Drain L	5		4/1/79	6/1/79	6/1/80	8/15/80
31.	Marja, Karise-Sadi	7		5/1/79	7/1/79	8/15/80	12/1/80
32.	Nad-i-Ali, Drain 1	5		6/1/79	8/1/79	7/1/80	10/1/80
33.	Nad-i-Ali, Chan-i-Anjir	4		7/1/79	9/1/79	8/1/80	10/1/80
34.	Shamalan, MWW-B	5		8/1/79	10/1/79	8/15/80	11/1/80
35.	Nad-i-Ali, Lat 43	5		9/1/79	11/1/79	10/1/80	12/15/80
36.	Shamalan, Zarist Spur	4		10/1/79	12/1/79	11/1/80	1/1/81
37.	Marja SM, 11A-11B	4		11/1/79	1/1/80	12/1/80	1/1/81

ing project accomplishments and deficiencies and making recommendations for needed future activities.

### VII. Participant Training

USAID agrees to finance from FY 78 grant funds a total of 74.5 man months of training for 11 HAVA personnel as follows:

- 2 Design Engineers for 6 months each in the U.S. Practical training with a SCS State Design Unit to increase proficiency in hydraulics, structural design, soil mechanics and contract drawing.
- 2 Engineering Supervisors for 6 months each in the U.S. Practical training in an appropriate SCS engineering office to increase proficiency in organization and management of an engineering office, work scheduling and personnel training procedures.
- 1 Planner for 12 months in the U.S. Combination of practical training and course study to increase knowledge and skills in drainage and irrigation planning. Breakdown between time spent in practical training and course study will depend on the education and background of the participant. Practical training should be in a SCS planning office responsible for planning complete drainage systems of irrigated land.
- 1 Construction Engineer for 6 months in the U.S. Practical training in a SCS construction unit to increase proficiency in construction supervision, record keeping and scheduling.
- 1 Soil Scientist for 24 months in the U.S. College training leading to a major or B.S. degree in soil science. Two summers should be spent in practical training with a SCS Soil Scientist. Purpose would be to provide required educational and practical training to prepare participant for individual soil survey and interpretation work. He would also be expected to provide training to other staff members on his return.
- 1 Drainage Planner for 4 months in the Netherlands. A comprehensive short course to provide additional training for an already capable individual.
- 3 HAVA Supervisors for 6 weeks each in the U.S. An observation tour of drainage projects in the U.S. to provide an increased understanding of the methods of solving many drainage problems.

HAVA and SCS will jointly select candidates for the above participant training in accordance with Afghan laws and regulations and with the concurrence of USAID. PIO/P's will be issued by USAID no later than three months after the Conditions Precedent in the Agreement are satisfied. HAVA staff who are under consideration for participant training and require English language training will enroll in an English language course to improve their level of comprehension to an acceptable level compatible with the requirements of their training programs.

In addition to the participant training described above, HAVA and SCS staffs will provide the following practical on-the-job training to HAVA employees in FY 78:

- Training for 22 Engineering Surveyors to increase their proficiency in all types of engineering surveys. Emphasis will be placed on learning the kinds of information required for certain jobs. After completing this training, the individuals should be capable of providing the same kind of training to new employees. A Specialist from the SCS will be provided for 90 days to carry out this training.
- Training for 10 Soils Data Collectors to increase their proficiency in the collection of data required for soils survey and drainage design. After completing the training, the individuals should be able to provide leadership in completing the work scheduled and in training new people. A specialist from the SCS will be provided for 60 days to carry out this training.
- Training for 4 Soils Laboratory Technicians to increase proficiency in running all required tests for completion of soils surveys and drainage design. After completing the training, the individuals should be able to provide leadership in completing the work and training new people. The SCS Soil Scientist Advisors assigned to the project will carry out this training.
- Training for one Agronomist to increase proficiency in providing advice and education to landowners on drainage, leaching and water use practices. The SCS Water Use Advisor assigned to the project will carry out this training.

#### VIII. Marking

Pursuant to section B.8 of Grant Project Standard Provisions Annex 2 of the Agreement, the Grantee will ensure that:

- a) AID symbols are affixed and retained on all equipment and machinery financed by AID;

- b) To the extent feasible, temporary wood or metal signs indicating AID cooperation in carrying out the project are posted and maintained at construction sites;
- c) Permanent markers in Dari and English are placed at appropriate locations along roads and main canals indicating AID's cooperation and contribution. The exact wording and location of such markers will be jointly agreed by HAVA and USAID after segments of work are completed.

After the appropriate symbols, signs or markers have been affixed or erected, photographs of such displays will be provided to USAID. These may be included as part of monthly or other progress reports.

IX. Use of English Language

As provided in Section 8.1 of the Agreement, all correspondence, reports, documentation and other communications submitted to USAID in accordance with the provisions of the Agreement and supplementary documents shall be in the English language.

The authorized representative of the Grantee is requested to acknowledge the receipt of this letter by signing the attached copy and returning it to me. I shall be happy to answer any questions or consider any problems you may have in regard to this letter and the attachments to it or concerning the implementation of the Project Grant Agreement.

Sincerely yours,

  
Owen Cylke  
Acting Director

Sample Letter

September 13, 1977

Mr. Charles R. Grader, Director  
United States Agency for International  
Development  
Kabul, Afghanistan

RE: LEGAL OPINION OF THE MINISTER OF  
JUSTICE AND ATTORNEY GENERAL OF  
THE REPUBLIC OF AFGHANISTAN FOR  
THE PURPOSES OF THE AGREEMENT OF  
AUGUST 29, 1977, BETWEEN THE  
UNITED STATES OF AMERICA, ACTING  
THROUGH THE AGENCY FOR INTERNATIONAL  
DEVELOPMENT, AND THE REPUBLIC OF  
AFGHANISTAN.  
(AID PROJECT NO. 306-0149)

By an agreement dated August 29, 1977 (hereinafter called the "Project Agreement") the United States of America, acting through the Agency for International Development (A.I.D.), agreed to grant to the Republic of Afghanistan (hereinafter called the "Grantee") not to exceed Nine Million Five Hundred Thirty-Eight Thousand United States Dollars (\$9,538,000) to assist the Grantee to expand drainage construction capabilities in the Helmand Valley and for other purposes as specified therein.

Pursuant to the requirement contained in Article 4.1(a) of the Project Grant Agreement, I have been requested to give my opinion as to whether the Project Grant Agreement has been duly authorized or ratified by, and executed on behalf of the Grantee, and whether it constitutes a valid and legally binding obligation on the part of the Grantee in accordance with all of its terms.



In accordance therewith, I hereby advise that in my opinion:

- 1) The Project Grant Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Grantee and constitutes a valid and binding obligation of the Grantee in accordance with its terms;
- 2) The approval of the Project Grant Agreement, and the above mentioned authorization to the Minister of Planning, were contained in the Cabinet decision number \_\_\_\_\_, dated \_\_\_\_\_:
- 3) The above decision of the Cabinet was approved by the President of the Republic of Afghanistan, Registration Number \_\_\_\_\_; dated \_\_\_\_\_;
- 4) The Minister of Planning, Mr. Ali Ahmad Khurram, was duly authorized by the Republic of Afghanistan to sign the Project Grant Agreement on behalf of and in the name of the Republic of Afghanistan in accordance with the Law Relating to the Issuance of Credentials and Signing of International Treaties and Agreements, dated 28 Hoot 1348 (March 19, 1970);
- 5) Pursuant to the Republican Decrees and Laws of the Republic of Afghanistan there is no further ratification, authorization or approval required to make the Project Grant Agreement a valid and legally binding obligation of the Republic of Afghanistan.

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Wafiullah Samayee  
MINISTER OF JUSTICE AND ATTORNEY GENERAL  
REPUBLIC OF AFGHANISTAN