



United States Department of State

*Assistant Secretary of State  
for International Narcotics and  
Law Enforcement Affairs*

*Washington, DC 20520*

Dear Dr. Adam Abdelmoula:

On behalf of the United States, I am pleased to inform you that, under the authority of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, through the U.S. Department of State's Bureau of International Narcotics and Law Enforcement Affairs (INL) will provide \$3,236,935 for the United Nations Development Programme (UNDP) project in Iraq entitled "Support the Government of Iraq in Asset Recovery and International Cooperation." The project will improve the ability of Iraqi oversight agencies to detect, trace, and recover stolen assets, particularly in cases involving international jurisdictions. In addition, this project aims to improve the human capital of these agencies by expanding the curriculum and developing instructors at the Commission on Integrity's training facility, the Iraq Anti-Corruption Academy (IACA). This project will improve the capacity of the IACA to deliver comprehensive and quality training services to Iraqi oversight agencies in preventing and responding to corruption activities. INL has assigned Audrey Quinby as the Program Officer for this project; she is responsible for coordinating the programmatic, technical, and/or scientific aspects of this agreement. She can be reached at (202) 647- 0437 or via email at [QuinbyA@state.gov](mailto:QuinbyA@state.gov).

The actions to be taken and the resources to be provided by the U.S. government and UNDP are set forth in this letter and the enclosed project proposal. None of these funds may be used for other programs or for the benefit of countries not identified in the project description without our express consent. Future funding for extensions of these activities by the U.S. government is contingent upon the availability of duly authorized and appropriated funds, satisfactory progress toward project/program goals, and approval by the U.S. Department of State. This letter of agreement (LoA) is valid for forty months from the date of its countersignature by UNDP, and carries no automatic guarantee of renewal in case envisaged activities have not been completed. In case funding is reduced or terminated, for any reason, costs already incurred or committed, in good faith by

Dr. Adam Abdelmoula  
Resident Representative,  
UNDP Iraq Country Director,  
United Nations Development Programme.



UNDP up to its receipt of notice of the effective date of the decision to reduce or terminate the funding, will be reimbursed, and within reasonable limits, future financial commitments entered into by UDNP prior to its receipt of notice of the effective date of termination will be covered by the funds provided by the United States for this project/program.

UNDP is to provide INL with regular narrative and financial progress reports on the activities undertaken with these funds, with particular attention to monitoring and evaluation of the outputs and activities outlined in the project/program proposal, and in accordance with stated performance indicators. Substantive project/program reports, including interim, uncertified financial reports, the costs of which are to be included in the project/program proposal, will be provided on a quarterly basis using the quarterly reporting template in Enclosure 1 to this LoA. Final, certified financial reports will be provided on an annual basis after the closing of UNDP accounts. A final report should be provided upon completion of the project/program within six months of the date of completion, in the UNDP format. The terms and conditions of this LoA may be amended by mutual written agreement.

As in past years, all undertakings of the U.S. government in this letter of agreement shall be subject to any and all applicable U.S. laws and regulations, including the obligation in some cases to take appropriate measures or if necessary, to terminate assistance if a recipient organization or key individual of such an organization is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking or gross human rights violations.

Consistent with numerous United Nations Security Council resolutions, included S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Department of State and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Department of State to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Department of State funds provided under this agreement are used to provide support to individuals or entities associated with terrorism. In addition, U.S. funds shall not be provided to furnish assistance, including training, to any unit of the security forces (including police and corrections units) of a country where there is credible information that such unit has committed gross violations of human rights.

UNDP is not permitted to retain any interest earned on funds provided to UNDP under this LoA. If interest is earned on any such U.S. funds provided to UNDP please provide us with a year-end accounting and send to my attention a certified check made out to the United States Treasury for the amount of the earned interest, through the U.S. Mission to the United Nations in Vienna.

To comply with U.S. procedures for obligating these funds to UNDP, please confirm to me in writing as soon as possible your receipt of and concurrence with the terms and conditions set forth in this letter. Our receipt of this letter, with your countersignature below indicating your acceptance of the terms and conditions herein, will serve as the official U.S. obligation of funds. The funds provided herein will be transferred to UNDP as soon as practicable following my receipt of your acceptance.

Sincerely,



William R. Brownfield

Countersignature:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:

- 1) Quarterly reporting template
- 2) Fiscal Data
- 3) Outline of Activities and Budget

**FISCAL DATA**

1911231022000C 2070 2070349402 019575 2795 2589 IN51RQ07 \$1,007,660.00

19118310220002 2070 2070349432 019575 2795 2589 IN41RQ03 \$2,229,275.00