

TELECOMMUNICATION

Radio Transmitting Facilities

**Agreement Between
the UNITED STATES OF AMERICA
and AFGHANISTAN**

Signed at Washington October 3, 2002

with

Annexes

and

Agreement Amending the Agreement

Signed at Washington May 4, 2006



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AFGHANISTAN

Telecommunication: Radio Transmitting Facilities

Agreement signed at Washington October 3, 2002;

Entered into force October 3, 2002.

With annexes.

And agreement amending the agreement.

Signed at Washington May 4, 2006;

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**AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND AFGHANISTAN
FOR THE ESTABLISHMENT AND OPERATION OF UNITED STATES RADIO
TRANSMITTING
FACILITIES IN AFGHANISTAN**

Agreement

Between the United States of America and Afghanistan for the Establishment and Operation of United States Radio Transmitting Facilities in Afghanistan.

The United States of America (hereinafter referred to as "the United States") and Afghanistan (hereinafter referred to as "Afghanistan") (collectively referred to as the "Parties"):

- Desiring to further their mutual interest in promoting international understanding and cooperation, and the exchange and dissemination of information through communication technologies;
- Having expressed their desire to cooperate in order to facilitate the restoration, in Afghanistan, of a radio transmitting facility permitting the broadcast of United States Government-funded medium-wave (MW) broadcasts;
- Desiring to facilitate the installation of Frequency Modulation (FM) transmitting facilities in Kabul and, at the option of the United States, in up to four (4) additional cities in Afghanistan;
- Having expressed the desire to create opportunities for future short-wave (SW) broadcasting from existing or new facilities within Afghanistan;
- Recognizing that the restoration and installation of such facilities requires the conclusion of an agreement between the Parties that may be supplemented as necessary by technical annexes on the various facets of this cooperation;

Have agreed as follows:

ARTICLE I

PURPOSE

In accordance with the terms of this Agreement, Afghanistan grants the United States the right to the exclusive use of an existing medium-wave (MW) radio transmitting facility at Pol-e Charkhi near Kabul intended for the broadcasting of United States Government-funded radio programming. The United States will repair, refurbish, or replace broadcasting equipment, as necessary, in accordance with the terms of this Agreement.

Afghanistan also grants the United States the rights to install and operate FM radio transmitting facilities from which both the United States and Afghanistan may broadcast in Kabul and, at the option of the United States, in up to four (4) additional cities in Afghanistan. This Agreement supercedes the agreement between the Parties dated April 24, 2002, establishing FM transmission facilities in Kabul.

ARTICLE II

TECHNICAL COMPONENTS

- A. As requested by the United States, the MW transmitting facility shall consist of:
- 1) One (1) 400-kilowatt MW transmitter and antenna for operation at 1296 kHz, related broadcast and facility equipment and utility services as may be necessary for proper broadcasting. This facility shall be collocated at the Radio TV Afghanistan (hereinafter referred to as "RTV Afghanistan") transmitting facility at Pol-e Charkhi near Kabul.
 - 2) A telecommunications infrastructure to support the needs of the transmitting facility including, but not limited to, a transmit/receive satellite earth-station.

Annex "A" contains a list of major items of new equipment that will be furnished and installed by the United States. Annex "A" also describes the new equipment that the United States will grant to Afghanistan pursuant to Article XVII. As provided by separate agreement between the United States Broadcasting Board of Governors (hereinafter referred to as the "BBG") and RTV Afghanistan as stated in Annex "C," the United States agrees to be responsible for the operation and maintenance and security costs for both BBG's and RTV Afghanistan's MW transmitters in an amount not to exceed \$400,000 (four hundred thousand) United States Dollars ("USD") for each of the first five (5) years of the Agreement. Thereafter, the United States will pay \$360,000 (three hundred and sixty thousand) USD for the operation and maintenance and security costs for the BBG MW transmitter for the remainder of the term of this Agreement and any extensions thereto. For the duration of the term of this Agreement and any extensions thereto, the Parties shall pay the cost for electric power in accordance with the terms described in Article XII. For the duration of the term of this Agreement and any extensions thereto, the Parties will pay for the cost for the spare parts for their respective MW transmitter and associated equipment.

B. As requested by the United States, the FM transmitting facilities shall consist of two transmitters, one for the United States and one for Afghanistan, and associated transmission equipment including a satellite earth station for program feeds for both the United States and Afghanistan, in Kabul and, at the option of the United States, in up to four (4) additional cities in Afghanistan. The United States, upon successful installation, grants Afghanistan immediate ownership of the FM transmitters dedicated for use by Afghanistan. As provided in a separate agreement between the BBG and RTV Afghanistan, the United States will pay a total of \$500 (five hundred) USD per month to RTV Afghanistan for the operation and maintenance costs for all FM transmitters owned and operated by the United States including the transmitter in Kabul and, at the option of the United States, in up to four additional cities in Afghanistan. Afghanistan shall be responsible for the provision of and costs for power, operation and maintenance, and spare parts (other than those initially provided by the United States) for the new FM equipment granted to Afghanistan listed in Annex "A," A.2.

ARTICLE III

FUTURE EXPANSION OF THE FACILITIES

Any expansion of the use of the radio transmitting facilities shall require the official consent of Afghanistan, which must be requested in advance by the United States. In the future, the United States may, upon request, be allowed the use of existing or new short wave broadcasting facilities on terms mutually agreed upon between the Parties.

When telecommunications services (such as international telephone circuits) in Afghanistan are restored, RTV Afghanistan shall provide, at the time of such restoration, any such services to the United States at non-discriminatory commercial rates available.

The Parties shall meet to discuss the expansion measures to be taken related to any event stated above and the amendments, if any, to be made to this Agreement. Any such amendments shall be agreed to by the Parties in writing.

ARTICLE IV

LICENSING

In accordance with its domestic laws and regulations, Afghanistan, within 30 (thirty) calendar days of the entry into force of this Agreement, shall grant the United States:

- 1) All necessary broadcasting licenses, subject to compliance with the terms and conditions set forth in this Agreement;
- 2) The assignment of, and the exclusive right to utilize, 1296 kilohertz (kHz) for medium-wave amplitude-modulation (AM) broadcasting at 400 kilowatts (kW), 24 hours per day, each day of the year;
- 3) The assignment of, and the exclusive right to utilize, 100.5 megahertz (MHz) for frequency-modulation (FM) broadcasting at 1 kW in Kabul and, if feasible, in each of up to four (4) additional cities in Afghanistan, 24 hours per day, each day of the year;
- 4) The right to use a two way satellite communications system at the MW transmitting facility for program feeds and remote monitoring of transmitter performance; and
- 5) The right to broadcast United States Government-funded programs in Arabic, Pashto, Dari or other appropriate languages.

In recognition of Afghanistan's right to regulate telecommunications within its borders, the United States may not utilize the facilities for the purpose of trading or leasing broadcast time to any other country without prior written approval from Afghanistan.

ARTICLE V

FREQUENCY REGISTRATION

At the request of the United States, Afghanistan shall take all measures necessary, on behalf of the United States, to register the 1296 kHz frequency with the International Telecommunication Union ("ITU"), and other pertinent entities, and to keep such registration current. The United States agrees to prepare the appropriate forms for Afghanistan to submit to the ITU to assign the 1296 kHz frequency for use from Kabul.

ARTICLE VI

INTERFERENCE

The United States shall endeavor to ensure that broadcasts from the MW radio transmitting facility will not interfere with any scheduled broadcasts of Afghanistan or neighboring countries.

Afghanistan shall take appropriate actions to ensure that any agreement or action it subsequently enters into will not interfere with or cause interference with the 1296 kHz frequency assigned to the United States under this Agreement.

The United States and Afghanistan agree to jointly challenge, at the appropriate level, including international telecommunications regulatory authorities, any intentional harmful interference with the 1296 kHz frequency by any entity, state or person, known or unknown.

ARTICLE VII

PROGRAMMING CONTENT

The United States will be solely responsible for the content of the United States Government-funded programs transmitted at any of the broadcasting facility sites designated for its use.

The United States will endeavor to refrain from transmitting programs from the facilities that are detrimental to the national interests of Afghanistan.

ARTICLE VIII

UNITED STATES PROPERTY

Except as otherwise stated herein, the supplies, materials, equipment, and parts introduced into or acquired in Afghanistan by the United States or its agents for its use at the Pol-e Charkhi and other transmitting facilities shall be and shall remain the property of the United

States. The United States shall be allowed to export any or all equipment from any transmitting facility at any time. This Article shall survive the termination or expiration of this Agreement.

Upon expiration or termination of this Agreement, the Parties may enter into negotiations for the purpose of Afghanistan acquiring ownership of all or part of the Pol-e Charkhi or other transmitting facilities equipment owned by the United States. The terms of this Article do not apply to the equipment granted immediate ownership to Afghanistan under Article II and Article XVII and listed in Annex "A," A.2 of this Agreement.

ARTICLE IX

OPERATION AND MAINTENANCE

The MW radio transmission facility and all FM transmission facilities shall be operated and maintained for the United States by RTV Afghanistan, an entity of Afghanistan. Such operation and maintenance shall be in accordance with the terms and conditions set forth in Annex "C" and in separate MW and FM operation and maintenance agreements between the BBG and RTV Afghanistan.

ARTICLE X

TAXES

The supplies, materials, equipment, and parts imported into or acquired in Afghanistan by the United States or its agents that are needed for the construction, repair, renovation, installation, operation and maintenance of the MW and FM property/equipment owned by the United States or the adjacent RTV Afghanistan MW transmitting facility or exported from Afghanistan pursuant to this Agreement shall be fully exempt from any taxes on ownership or use of property, tariffs, import and export taxes, customs duties, value added taxes, or any other taxes or charges. The terms of this Article regarding exportation do not apply to the equipment granted immediate ownership to Afghanistan under Article II and listed in Annex A, A.2 of this Agreement. This Article shall survive the expiration or termination of this Agreement with respect to equipment owned by the United States.

ARTICLE XI

FACILITY LEASE, SECURITY AND USE

A. For the MW transmitting facility located at Pol-e Charkhi near Kabul, the Parties hereby agree to the following:

- 1) For the duration of this Agreement, Afghanistan shall provide the United States the necessary land on the terms described herein for the MW transmitting facility. The United States is granted exclusive rights to the use and occupancy of said land on which the MW radio transmission facility is located at Pol-e Charkhi near Kabul;

- 2) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facility. Afghanistan shall grant and provide suitable access, by United States personnel or their representatives, to the facility at all times. Afghanistan shall permit any such United States personnel or representatives to provide physical security at the Pol-e Charkhi site in addition to any security provided by Afghanistan;
- 3) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan;
- 4) The MW site shall consist of a parcel of land of approximately 16 hectares as required to contain the transmitting facility described in Article II; and
- 5) Afghanistan, through the Ministry of Interior, shall provide physical security of the MW transmitting facility and equipment 24 hours a day, each day of the year and will provide for the clearing of any military ordnance from the facility site within two (2) months of the date of entry into force of this Agreement. Afghanistan shall commence performance of these activities upon the effective date of this Agreement.

B. For the FM transmitting facilities located in Kabul and, at the option of the United States, in up to four additional cities, the Parties hereby agree to the following:

- 1) In addition to the FM facility located in Kabul, and at the option of the United States, the United States and Afghanistan mutually shall agree upon the locations of up to four additional FM radio transmitting facilities;
- 2) The United States is granted exclusive rights to the use and occupancy of required property space to support FM transmitters and associated transmission equipment, including satellite earth-stations, in each of the up to four (4) additional cities agreed upon by the Parties;
- 3) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facilities. Afghanistan shall grant and provide suitable access, by United States personnel or their representatives, to the facilities at all times;
- 4) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and
- 5) Afghanistan shall provide for the physical security of all equipment furnished and owned by the United States described in Annex "A," A.1., to prevent any damage to or destruction or pilferage of such equipment.

ARTICLE XII

ELECTRIC POWER

Afghanistan shall ensure that electric power is provided to all transmitting facilities from the Afghanistan electric power grid. The United States shall obtain and pay for electricity from Afghanistan at non-discriminatory commercial rates for the operation of the 1296 kHz MW transmitting facility. Estimated power consumption will be established by mutual agreement between the Parties. Afghanistan shall be responsible for the cost of power to any and all equipment granted by the United States under Article II and Annex "A," A.2. The cost of power for all FM facilities shall be borne by Afghanistan.

ARTICLE XIII

STATUS OF UNITED STATES CITIZENS

The United States may assign one United States official to manage the 1296 kHz MW facility. The assignment of any United States official, under this Article or Article XI, shall be subject to the prior written consent of Afghanistan. Afghanistan shall accord such officials, including family members, the same status as is accorded administrative and technical personnel assigned to the Embassy of the United States.

Afghanistan shall grant the United States the right to hire United States nationals to fill certain positions at the 1296 kHz MW facility if qualified personnel are not available in Afghanistan. Afghanistan shall extend to such personnel all the authorizations necessary to reside and work in Afghanistan. Any such United States nationals shall have the same privileges and immunities as are accorded the administrative and technical personnel assigned to the Embassy of the United States.

Afghanistan individuals who are employed by the United States or its agents shall be accorded the same privileges and immunities as are accorded members of the service staff assigned to the Embassy of the United States.

Business organizations which are present in Afghanistan for the sole purpose of assisting the United States in accomplishing the purposes of this Agreement shall be exempt from all forms of regulation by Afghanistan, including registration and taxes.

ARTICLE XIV

STATUS OF THIRD-COUNTRY NATIONALS

Afghanistan shall grant the United States the right to hire third-country nationals, by mutual agreement with Afghanistan, to fill certain positions at the 1296 kHz MW facility if qualified personnel are not available in Afghanistan. Afghanistan shall extend to such foreign personnel all the authorizations necessary to reside and work in Afghanistan. Afghanistan shall consider any such third-country nationals to have the same privileges and immunities as are

accorded the administrative and technical personnel assigned to the Embassy of the United States.

ARTICLE XV

CONTRACTING BY THE UNITED STATES

If, in the course of implementation of this Agreement, the United States has a need to procure articles, materials, supplies, or services for the facilities, Afghanistan companies, or companies licensed to do business in Afghanistan, will be permitted to compete for any such contracts and subcontracts on an equal footing with all other companies, domestic or foreign, to the extent permissible under United States laws and regulations.

ARTICLE XVI

FACILITY RENOVATION

The work required for renovation of the MW radio transmitting facility shall begin without delay following signature of this Agreement. Annex "B" describes the MW transmitter installation and renovation responsibilities for each of the Parties to this Agreement.

ARTICLE XVII

CONSIDERATION

As consideration for the services, rights, and privileges provided under this Agreement by Afghanistan (including, but not limited to, the right and privilege to broadcast from Afghanistan territory, the grant of the operating licenses, the assignment of one MW frequency and up to five (5) FM frequencies, FM power costs, and the tax exemptions), as well as the lease of the land described in Article XI, the United States shall:

- 1) assist Afghanistan in establishing a national radio network by providing, installing and granting ownership of one (1) 400 kilowatt MW transmitter and related equipment listed in Annex "A," A.2. at the Pol-e Charkhi site near Kabul to Afghanistan authorities on a timetable to be negotiated;
- 2) renovate the existing transmitter building and facilities required to operate two (2) 400 kilowatt MW transmitters, in an amount not to exceed \$1,000,000 (one million) USD;
- 3) repair the existing MW antenna and transmission line to restore MW broadcast capability at 1107 kHz, in an amount not to exceed \$1,000,000 (one million) USD;
- 4) bear the expense for the operation and maintenance and security costs for the MW transmitters for both the United States and Afghanistan for the first five (5) years

of this Agreement for an amount not to exceed \$400,000 (four hundred thousand) USD per year for each of those years as described in Article II and Annex "C" and provided by separate agreement between the BBG and RTV Afghanistan. Thereafter, the United States will pay \$360,000 (three hundred and sixty thousand) USD to RTV Afghanistan for the operation and maintenance and security costs for the BBG MW transmitter for the remainder of the term of this Agreement and any extensions thereto as described in Article II and Annex "C" and provided by separate agreement between the BBG and RTV Afghanistan. For the duration of the term of this Agreement and any extensions thereto, the Parties shall pay the cost for electric power in accordance with the terms described in Article XII. For the duration of the term of this Agreement and any extensions thereto, the Parties will pay for the costs for the spare parts for their respective MW transmitter and associated equipment;

- 5) bear the expense for the operation and maintenance costs for all United States owned FM transmitters located in Afghanistan in a total amount of \$500 (five hundred) USD per month as described in Article II and Annex "C" and provided by separate agreement between the BBG and RTV Afghanistan;
- 6) provide and install one (1) two-way studio-transmitter link between the RTV Afghanistan studio in Kabul and the Pol-e Charkhi Transmitter site;
- 7) pay to Afghanistan \$25,000 (twenty-five thousand) USD for 24-hour physical security at and removal of ordnance from the MW facility site from the date of entry into force of this Agreement until the date of implementation of the separate Operation and Maintenance Agreement between the BBG and RTV Afghanistan; and
- 8) grant one FM transmitter and associated transmission equipment to Afghanistan for each selected city as provided in Article II B.

The United States obligations under this Agreement are contingent upon the availability of appropriated funds.

ARTICLE XVIII

TERM

This Agreement shall enter into force upon signature and shall have an initial term of ten (10) years from the date of the first operational broadcast from the MW facility, subject to renewal for two five (5) year consecutive terms for a total term not to exceed 20 (twenty) years under this Agreement. The United States shall promptly furnish notice to Afghanistan of the date of the first operational broadcast.

Upon prior written request of the United States, at least one year prior to the end of the initial ten-year term or the first five year term, this Agreement may be extended for an additional

five year term. Such extensions shall be subject to the same terms and conditions contained in the present Agreement.

This Agreement may be terminated by either party upon at least one year's written notice through diplomatic channels.

This Agreement supercedes all previous agreements between the Parties for all MW and FM transmissions. This Agreement may be amended by written agreement of the Parties.

The Annexes shall form an integral part of this Agreement.

ARTICLE XIX

FORCE MAJEURE

In the event that during the term of this Agreement, the performance of any obligation under this Agreement shall be prevented, hindered or delayed by a Force Majeure event, the party or parties so affected shall be excused from performing any or all of those obligations, but only during the period in which it is so prevented, hindered or delayed. If such Force Majeure circumstances exist for more than twelve (12) months, either of the parties shall have the right to denounce further execution of their obligations under this Agreement, without constituting a breach thereof, and, in such an event, neither of the parties shall have the right to claim reimbursement by the other party for any losses incurred.

Any party claiming such excuse or delay occasioned by a Force Majeure event shall give prompt notice in writing thereof to the other party as soon as possible after the occurrence of the event as well as prompt notice of the ending of the Force Majeure event.

The affected services shall be resumed as soon as possible, and the term of this Agreement may, by mutual written agreement, be extended for a period of time corresponding to the actual non-performance period.

For the purpose of this Agreement, a "Force Majeure" event shall mean an event beyond the reasonable control of the parties, unforeseen and unforeseeable, and includes, without limitation, acts by direct, immediate and exclusive operation of the violent forces of nature, uncontrolled or influenced by human intervention (including floods, earthquakes, and unusually severe weather), acts of war (declared or undeclared), any public enemy, riots, blockades, hijackings, embargoes, strikes or lockouts, casualties or accidents, deliveries or transportation shortages of cars, trucks or fuel, sustained interruptions of essential services including power, electricity, fuel, water, labor or materials, or any other causes or circumstances, or contingencies that may prevent, hinder or delay the performance by the Parties of any of their obligations under this Agreement.

ARTICLE XX

EXAMINATION OF RECORDS

Afghanistan agrees that the United States, through its officials including the Comptroller General of the United States and any other duly authorized representatives shall have access to and the right to examine, together with auditors from Afghanistan, any directly pertinent books, documents, papers and records of Afghanistan involving transactions related to this Agreement for a period lasting three (3) years after final payment under this Agreement or until any dispute or issue relating to interpretation of this Agreement is resolved.

To the extent permissible under United States law, the United States agrees that Afghanistan will have access to and the right to examine, together with the United States' auditors any directly pertinent books, documents, papers and records of the United States involving transactions related to this Agreement for a period lasting three (3) years after final payment under this Agreement or until any dispute or issue relating to interpretation of this Agreement is resolved.

ARTICLE XXI

INTERPRETATION AND DISPUTES

This Agreement shall be governed, construed, and interpreted in accordance with international law.

Afghanistan and the United States, at the request of either Government, will hold meetings whenever necessary on the implementation of this Agreement. In the event of a disagreement concerning the interpretation or implementation of this Agreement, the Parties shall endeavor to settle their dispute amicably and by means of negotiation. Disputes regarding the interpretation or application of this Agreement that cannot be resolved by negotiation shall be submitted to the Director of the International Broadcasting Bureau, or his/her designee, and to the General President of RTV Afghanistan, or his/her designee, for final resolution. In the event the dispute cannot be resolved by negotiation between the Director and the General President, the dispute shall be settled through diplomatic channels.

ARTICLE XXII

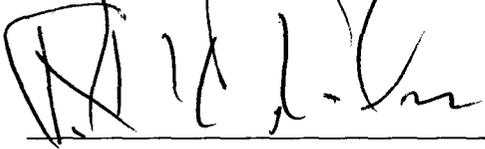
EFFECTIVE DATE OF AGREEMENT

The Effective date of this Agreement shall be the date on which it enters into force.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, DC, this 3rd day of October, 2002, in duplicate in the English language.

FOR THE UNITED STATES OF AMERICA:



FOR AFGHANISTAN:



Annex "A" – Major Items of New Equipment Required at the Kabul (Pol-e Charkhi) MW and FM Transmitting Facilities Provided by the United States

Annex "B" – Medium Wave Transmitter Installation and Renovation Responsibilities

Annex "C" – Operations and Maintenance Requirements for United States-Government MW and FM Broadcasting Facilities

ANNEX "A"

To the Agreement between the United States and Afghanistan for the establishment of United States radio transmitting facilities in Afghanistan; the below text of Annex "A" is an integral part of this Agreement.

MAJOR ITEMS OF NEW EQUIPMENT REQUIRED AT THE KABUL (POL-E CHARKHI) MW AND FM TRANSMITTING FACILITIES PROVIDED BY THE UNITED STATES

A. RTV Afghanistan shall operate and maintain all United States Government Furnished and Owned Equipment ("GFE"), except for the equipment described below which will be granted to Afghanistan, only for the purposes of receiving and broadcasting programming of the Broadcasting Board of Governors (hereinafter referred to as the "BBG"), an independent entity of the United States Government, under the terms and conditions of this Agreement. RTV Afghanistan shall maintain and protect all GFE in a manner that, upon termination or expiration of this Agreement, the GFE shall be returned to the United States in the same condition as it was originally provided to RTV Afghanistan, except for reasonable wear and tear.

1. The specific GFE items are:

- a. One (1) 400 kilowatt MW solid-state transmitter and its peripheral support equipment, including RF transmission line sections, connections, and switches, dummy load, and select spare parts.
- b. Initially one 3.8 meter C-Band receive only satellite antenna for digital audio program feed (downlink) and related standard equipment racks. In the future, the BBG shall install a two-way VSAT type satellite antenna and related equipment for a backup program feed as well as for remote monitoring capabilities via its uplink.
- c. Audio program chain equipment, including AM audio processor, backup audio program source (CD player), appropriate patch panels and connectors, and related standard equipment racks.
- d. Antenna tuning network and rejection filter components for use with the BBG antenna: High voltage rated capacitors and inductors to filter/trap appropriate frequencies to prevent mutual interference between 1107 and 1296 kHz broadcasts. Also, appropriate weatherproof enclosures to house such components.
- e. FM transmitting equipment :
 - 1) For Kabul:
 - a) Initial installation: 1kW FM transmitter, FM antenna system, RF transmission line, FM audio processor, satellite earth station system, and all peripheral support equipment.

b) Upon relocation to Mt. Asumai: 1 kW FM transmitter, broadband FM antenna, FM Combiner, FM audio processor, RF transmission line, voltage regulator, studio-transmitter link (STL) or satellite earth station system, and all peripheral support equipment.

2) For each additional city: FM transmitter, broadband FM antenna, FM Combiner, FM audio processor, RF transmission line, voltage regulator, satellite earth station system, and all peripheral support equipment.

2. The specific items of new equipment to be granted to Afghanistan by the United States are:

a. One (1) 400 kilowatt MW solid-state transmitter and its peripheral support equipment, including RF transmission line sections, connections, and select spare parts.

b. Antenna tuning network and rejection filter components for use with the 1107 kHz antenna: High voltage rated capacitors and inductors to filter/trap appropriate frequencies to prevent mutual interference between 1107 and 1296 kHz broadcasts. Also, appropriate weatherproof enclosures to house such components.

c. Connection equipment necessary to allow sharing of the BBG dummy load for transmitter testing.

d. One (1) two-way studio-transmitter link (STL) for program feed between the Kabul studio of RTV Afghanistan and the new 400 kW MW transmitter.

e. One (1) AM audio processor for program feed processing.

f. FM transmitting equipment :

1) For Kabul:

a) 1kW FM transmitter, FM antenna system, RF transmission line, FM audio processor, satellite earth station system, and all peripheral support equipment.

b) Upon relocation to Mt. Asumai: 1 kW FM transmitter and FM audio processor. (Note: to be used with collocated GFE broadband FM antenna, FM combiner, and STL or satellite system listed in paragraph A.1.e above.)

2) For each additional city: FM transmitter and FM audio processor. (Note: to be used with collocated GFE broadband FM antenna, FM combiner, and satellite system listed in paragraph A.1.e above.)

B. The BBG will coordinate and consult with RTV Afghanistan during the BBG's procurement of the major equipment items to be granted to Afghanistan. The BBG also will

consult with RTV Afghanistan during the actual installation of these same major equipment items.

C. The BBG will provide RTV Afghanistan with English copy(s) of the technical specification(s) and Operations and Maintenance manuals including, but not limited to, circuit diagrams, set up and adjustment procedures and addenda from the individual GFE manufacturers.

ANNEX "B"

To the Agreement between the United States and Afghanistan for the establishment of United States radio transmitting facilities in Afghanistan; the below text of Annex "B" is an integral part of this Agreement.

MEDIUM WAVE TRANSMITTER INSTALLATION AND RENOVATION RESPONSIBILITIES

1. The Broadcasting Board of Governors (hereinafter referred to as the "BBG"), an independent entity of the United States Government, will furnish and install two new 400 kW MW transmitters at RTV Afghanistan's Pol-e Charkhi Transmitting Station. The BBG will provide all facility modifications required for those two new transmitters. These facility modifications include all mechanical, electrical, structural, and HVAC requirements given by the transmitter manufacturer, with such requirements being based on the transmitter manufacturer's interface documents. The BBG will bear all costs associated with the above facility modifications and basic building repairs, including removal of the existing MW transmitter. All building modification and repair work responsibilities shall be determined by mutual negotiation and agreement and shall be set forth in a separate document between the BBG and RTV Afghanistan within 60 days of the effective date of this Agreement.
2. RTV Afghanistan has removed both existing 500 kilowatt MW transmitters from the Pol-e Charkhi transmitting facility to provide clear and sufficient space for the installation of the two new 400 kW transmitters covered by this Agreement. All costs associated with the removal of the existing transmitters was provided to RTV Afghanistan by the United States.
3. The BBG will contract for all repair work required to restore broadcast capability of the two RTV Afghanistan AM antennas at the frequencies specified within this Agreement. The BBG will bear all costs associated with this antenna capability renovation effort.
4. The BBG will design and install all electronic and physical modifications to the existing RTV Afghanistan antenna (being used at 657 kHz) and related antenna tuning and rejection filter equipment necessary to allow the BBG's broadcast on 1296 kHz simultaneously with, and without interference to or from, the broadcasts on RTV Afghanistan's existing antenna operating at 1107 kHz. The BBG may physically modify the existing RTV Afghanistan antenna (being used at 657 kHz) to better achieve broad country-wide coverage at its new frequency. All costs associated with this work will be borne by the BBG.
5. The BBG will repair (and modify if required) the two existing RTV Afghanistan transmission lines associated with each of the two existing RTV Afghanistan antennas as required. The BBG will bear all costs associated with this transmission line repair and modification effort.
6. The BBG will prepare an on-grade concrete slab and conduit runs for the BBG's satellite antenna. The BBG will provide and install the satellite antenna and all associated electronics for the BBG's program feeds to the BBG's new 400 kilowatt MW transmitter. In the future, the BBG shall fund and install a two-way VSAT type satellite system for primary program feed

(downlink) and remote monitoring (uplink) of program content and transmitter operating parameters. Then the original receive only satellite system will serve as a backup program feed source. All costs associated with the above-stated civil and electronics work for the BBG's satellite antennas will be borne by the BBG.

7. The BBG will provide and install one two-way studio to transmitter link (STL) equipment at both the RTV Afghanistan studio in Kabul and the Transmitting Station at Pol-e Charkhi. The BBG will bear all costs for this STL.

8. The total cumulative costs that will be borne by the BBG for work stated in this Annex shall not exceed \$ 8,600,000.00 (eight million, six hundred thousand dollars) United States Dollars.

ANNEX "C"

To the Agreement between the United States and Afghanistan for the establishment of United States radio transmitting facilities in Afghanistan; the below text of Annex "C" is an integral part of this Agreement.

OPERATIONS & MAINTENANCE REQUIREMENTS FOR UNITED STATES GOVERNMENT MW AND FM BROADCASTING FACILITIES

A. The following general responsibilities for Normal Operation, Maintenance, and Security of the MW Transmitter site shall be set forth in a separate forthcoming agreement between RTV Afghanistan and the Broadcasting Board of Governors ("BBG"), an independent entity of the United States Government, in more detailed description within 60 days of the effective date of this Agreement.

1. RTV Afghanistan shall provide normal operation and maintenance of the BBG MW transmitter at 400 kilowatts output and 99% modulation on negative peaks. The Parties intend that this operation be for 24 hours per day, each day of the year (except for agreed-upon maintenance periods) as determined by the BBG Program schedule.
2. RTV Afghanistan shall perform preventive and recurring maintenance on the BBG transmitter and antenna network components according to the manufacturer's recommended procedures and schedules.
3. RTV Afghanistan shall perform any maintenance requiring the shutdown of the entire transmitter during scheduled non-operational hours.
4. In the event that the BBG transmitter or its individual power modules fail, RTV Afghanistan shall promptly begin corrective repairs within 15 minutes of the failure, as availability of replacement parts allow, to restore power operation to 400 kW as soon as possible.
5. The BBG will install, in the future, a two-way VSAT type satellite system to remotely monitor the technical operational performance of the BBG 400 kW transmitter as well as monitor the audio quality of the actual broadcasts. This system will provide monitored broadcast audio and basic transmitter performance data, such as Forward RF Power and Audio Modulation Percentage, to a remote BBG facility.

B. The following general responsibilities for Operations, Maintenance, and Security of the FM Transmitter sites shall be set forth in a separate forthcoming agreement between RTV Afghanistan and the Broadcasting Board of Governors ("BBG"), an independent entity of the United States Government, in more detailed description within 60 days of the effective date of this Agreement.

1. RTV Afghanistan shall assure normal broadcast operation of the BBG FM transmitters at rated power output. The Parties intend that this operation be for 24 hours per day, each day

of the year, except for agreed-upon maintenance periods. Daily monitoring of this operation shall be part of the normal operations tasks.

2. RTV Afghanistan shall perform preventive and recurring maintenance on the BBG FM transmitters and antenna network components according to the manufacturer's recommended procedures and schedules.

C. When program transmission failures and/or other technical difficulties are encountered, RTV Afghanistan shall take action in accordance with the procedures set forth in the forthcoming agreement between RTV Afghanistan and the BBG.

**AMENDMENT
OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
AFGHANISTAN FOR THE ESTABLISHMENT AND OPERATION OF UNITED STATES
RADIO TRANSMITTING FACILITIES IN AFGHANISTAN**

WHEREAS, the Government of the United States of America (“United States”) and the Government of Afghanistan (“Afghanistan”) have established a radio transmission facility at Kabul in Afghanistan for the rebroadcast of United States Government-funded nonmilitary programs pursuant to an Agreement between the Parties (the “Agreement”), signed at Washington October 3, 2002, and

WHEREAS, the United States requests and Afghanistan grants to the United States the right to provide radio programming from the Broadcasting Board of Governors (“BBG”) to Radio-Television Afghanistan (“RTV Afghanistan”) for broadcasting in Afghanistan.

NOW, THEREFORE, PURSUANT TO ARTICLE III AND ARTICLE XVIII OF THE AGREEMENT, THE PARTIES FURTHER AGREE AS FOLLOWS:

ARTICLE I – PREAMBLE

The Preamble of the Agreement is amended by deleting in the third subparagraph the language “and, at the option of the United States, in up to four (4) additional cities” and inserting “, Herat, Jalalabad, Kandahar, Mazar-e Sharif, Khost, Asadabad and Gardiz, for a total of eight (8) FM transmitting stations” and by adding a new subparagraph following the existing subparagraphs:

“Desiring to facilitate the installation of a 200 kW MW transmitting facility and a 10 kW FM transmitting facility, permitting the broadcast of United States Government-funded MW and FM broadcasts into the Tani/Khost area;”

ARTICLE II – PURPOSE

Article I of the Agreement is amended by deleting in the second paragraph “also” following the first instance of “Afghanistan” and by deleting the language “and, at the option of the United States, in up to four (4) additional cities” and inserting in its place “, Herat, Jalalabad, Kandahar, Mazar-e Sharif, Khost, Asadabad and Gardiz, for a total of eight (8) FM transmitting stations” and adding a new paragraph at the end of Article I as follows:

“Afghanistan also grants the United States the right to construct, install and operate a 200 kW medium wave (MW) radio transmitting facility and a 10 kW FM station at mutually agreed upon sites to facilitate broadcasting into the vicinity of Tani/Khost, Afghanistan.”

ARTICLE III – TECHNICAL COMPONENTS

Article II of the Agreement is amended by deleting in paragraph A “As requested by the United States, the MW transmitting facility shall consist of:” and substituting the following sentence: “As requested by the United States, the MW transmitting facility at Pol-e Charki near Kabul shall consist of:” and by amending paragraph B as follows:

Amending the first sentence by deleting “and, at the option of the United States, in up to four (4) additional cities” after “in Kabul” and inserting the following language: “, Herat, Jalalabad, Kandahar, Mazar-e Sharif, and the three additional cities of Khost, Asadabad and Gardiz, for a total of eight (8) FM transmitting stations”; and

Amending the third sentence by deleting the sentence and substituting the following sentence: “As provided in a separate agreement between the BBG and RTV Afghanistan, the United States will pay \$500.00 (five hundred) USD per month for each of eight (8) FM transmitting stations for a total of \$4,000.00 (four thousand) USD per month to RTV Afghanistan for the operation and maintenance costs for all eight (8) FM transmitters owned and operated by the United States including the transmitters in Kabul, Herat, Jalalabad, Kandahar, Mazar-e Sharif and the three additional cities of Khost, Asadabad and Gardiz.”

The following new paragraphs shall be added to Article II:

“C. The 200 kW MW facility shall consist of a complete radio station package including AM transmitter, antenna, transmission line, tuning network, satellite system, power generators, equipment shelter with HVAC, and any other peripheral items needed for proper broadcasting.

“D. The 10 kW FM station shall consist of a complete radio station package including FM transmitter, antenna, mast, satellite system, power generator, equipment shelter (if needed) and any other peripheral items needed for proper broadcasting.

“Annex “A” Section D. contains a list of major items of new equipment that will be furnished and installed by the United States for the 200 kW MW transmitting facility to broadcast to the Tani/Khost area. The United States agrees to be responsible for the operation and maintenance and security and all costs associated with those activities for BBG’s 200 kW MW transmitter to be located in a mutually agreed upon location to best serve the Tani/Khost area for the duration of the term of this Agreement.

“Annex “A” Section E. contains a list of major items of new equipment that will be furnished and installed by the United States for the 10 kW FM

transmitting facility to broadcast to the Tani/Khost area. The United States agrees to be responsible for the operation and maintenance and security and all costs associated with those activities for BBG's 10 kW FM transmitter to be located in a mutually agreed upon location to best serve the Tani/Khost area for the duration of the term of this Agreement."

ARTICLE IV - LICENSING

Article IV of the Agreement is amended by deleting in subparagraph 4) "at the MW transmitting facility" and by inserting "...at each MW transmitting facility..." at the end of the sentence and deleting the word "and" after the semi-colon, by changing the period at the end of subparagraph 5) to a semi-colon and by adding the following new subparagraphs:

- "6) The assignment of, and exclusive right to utilize 621 kilohertz (kHz) for medium wave amplitude-modulation (AM) broadcasting at 200 kilowatts (kW), 24 hours per day, each day of the year;
- "7) The assignment of, and exclusive right to utilize 100.5 megahertz (MHz) for frequency modulation (FM) broadcasting at 1 kW in Khost, Asadabad and Gardiz for the three (3) additional FM stations, 24 hours per day, each day of the year; and
- "8) The assignment of, and exclusive right to utilize at least 3 FM frequencies (due to local interference) for FM broadcasts into the Tani/Khost area, 24 hours per day, each day of the year. "

ARTICLE V - FREQUENCY REGISTRATION

For the purpose of inserting the new kilohertz frequency for the medium wave amplitude broadcasts, Article V of the Agreement is amended by deleting in the first sentence "1296 kHz frequency" and inserting in its place "1296 and 621 kHz frequencies" and in the last sentence by deleting the period after Kabul and inserting the following language at the end of the sentence: "and to assign the 621 kHz frequency for use into the Tani/Khost area."

ARTICLE VI - INTERFERENCE

For the purpose of inserting the new kilohertz frequency for the medium wave amplitude broadcasts, Article VI of the Agreement is amended by deleting in the second paragraph "1296 kHz frequency" and inserting in its place "1296 and 621 kHz frequencies" and by deleting in the third paragraph "1296 kHz frequency" and inserting in its place "1296 and 621 kHz frequencies."

ARTICLE VII - OPERATION AND MAINTENANCE

Article IX of the Agreement is amended to add a new second paragraph that reads as follows:

“The 200 kW MW transmitter facility and the 10 kW FM station shall be operated and maintained by United States personnel or their representatives at all times.”

ARTICLE VIII – FACILITY LEASE, SECURITY AND USE

Article XI of the Agreement is amended by deleting paragraph B of the Article and substituting a new paragraph B and adding new paragraphs C and D as follows:

“B. For the FM transmitting facilities located in Kabul, Herat, Jalalabad, Kandahar, Mazar-e Sharif and the three additional cities of Khost, Asadabad and Gardiz, the Parties hereby agree to the following:

- 1) In addition to the FM facilities located in Kabul, Herat, Jalalabad, Kandahar, and Mazar-e Sharif, the United States and Afghanistan mutually shall agree that the United States may construct and operate three (3) additional frequency modulation (FM) transmitting stations in Khost, Asadabad and Gardiz, for a total of eight (8) FM radio transmitting facilities;**
- 2) The United States is granted exclusive rights to the use and occupancy of required property space to support FM transmitters and associated transmission equipment, including satellite earth-stations, in each of the eight (8) cities agreed upon by the Parties;**
- 3) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facilities. Afghanistan shall grant and provide suitable access by United States personnel or their representatives to the facilities at all times;**
- 4) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and**
- 5) Afghanistan shall provide for the physical security of all equipment furnished and owned by the United States described in Annex “A,” A.1. and Annex “A,”D., to prevent any damage to or destruction or pilferage of such equipment.**

C. For the MW transmitting facility serving Tani/Khost, the Parties hereby agree to the following:

- 1) For the duration of this Agreement, Afghanistan shall provide the United States the necessary land on the terms described herein for the MW transmitting facility. The United States is granted exclusive rights to the use and occupancy of said land on which the MW radio transmission facility is located;**
- 2) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facility. Afghanistan shall grant and provide suitable access by United States personnel or their representatives to the**

facility at all times. Afghanistan shall permit any such United States personnel or representatives to provide physical security at the site in addition to any security provided by Afghanistan;

- 3) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and
- 4) The MW site serving Tani/Khost shall consist of a parcel of land of approximately nine (9) hectares as required to contain the MW transmitting facility described in Article II C.

D. For the 10 kW FM transmitting facility serving Tani/Khost, the Parties hereby agree to the following:

- 1) For the duration of this Agreement, Afghanistan shall provide the United States the necessary land on the terms described herein for the FM transmitting facility. The United States is granted exclusive rights to the use and occupancy of said land on which the FM radio transmission facility is located;
- 2) Afghanistan shall grant and provide all servitudes and easements that may be required for the United States to bring utilities to the facility. Afghanistan shall grant and provide suitable access by United States personnel or their representatives to the facility at all times. Afghanistan shall permit any such United States personnel or representatives to provide physical security at the site in addition to any security provided by Afghanistan;
- 3) In the event of expiration or termination of this Agreement, such use and occupancy rights to the property shall revert back to Afghanistan; and
- 4) The FM site serving Tani/Khost shall consist of a parcel of land of approximately one (1) hectare as required to contain the FM transmitting facility described in Article II D.”

ARTICLE IX – DISPUTE RESOLUTION

Article XXI of the Agreement is amended by deleting the second paragraph of the Article and substituting a new second paragraph as follows:

“In the event of a disagreement concerning the interpretation or implementation of this Agreement, the parties shall endeavor to settle their dispute amicably and by means of negotiation. Disputes regarding the interpretation or application of this Agreement that cannot be resolved by negotiation shall be submitted to the Board of the Broadcasting Board of Governors, or its designee, and to the General President of RTV Afghanistan, or his/her designee, for final resolution. In the event the dispute cannot be resolved

by negotiation between the Board and the General President, the dispute shall be settled through diplomatic channels.”

ARTICLE X – ANNEX A

Annex A to the Agreement is amended by deleting the title of the Annex and replacing it with the following:

“MAJOR ITEMS OF NEW EQUIPMENT REQUIRED AT EACH OF THE MW AND FM TRANSMITTING FACILITIES PROVIDED BY THE UNITED STATES”

Section A.1. of Annex A is amended by deleting “specific GFE items” and inserting in its place “specific GFE items to be located at Kabul (Pol-e-Charkhi)”.

New Sections D and E, itemizing the equipment that will be installed at the MW transmitting facility and the FM transmitting facility serving Tani/Khost, shall be added to Annex A and shall read as follows:

“D. The 200 kW MW facility serving Tani/Khost shall consist of a complete radio station package including the following items:

1. One (1) 200 kW MW solid state transmitter and its peripheral support equipment, including RF transmission line sections, connections, switches, dummy load and select spare parts.
2. One (1) three meter, C-Band receive only antenna for digital audio program feed (downlink) and related standard equipment racks. One (1) two-way VSAT type satellite antenna and related equipment for a backup program feed as well as for remote monitoring capabilities via its uplink.
3. Audio program chain equipment, including AM audio processor, backup audio program source (CD player), appropriate patch panels and connectors, and related standard equipment racks.
4. Medium wave Antenna and associated antenna tuning network.
5. Appropriate weatherproof equipment shelter with HVAC to house transmitting station equipment and any other peripheral items needed for proper broadcasting.
6. A sufficient number of power generators to operate the entire MW facility as no reliable power is available in the vicinity of the anticipated site location.

E. The 10kW FM facility serving Tani/Khost shall consist of a complete radio station package including the following items:

1. One (1) 10 kW FM solid state transmitter.
2. One (1) three meter, C-Band receive only antenna for digital audio program feed (downlink) and related standard equipment racks. One (1)

- two-way VSAT type satellite antenna and related equipment for a backup program feed as well as for remote monitoring capabilities via its uplink.
3. Audio program chain equipment, including FM audio processor, backup audio program source (CD player), appropriate patch panels and connectors, and related standard equipment racks.
 4. Broadband FM Antenna with mast and transmission line.
 5. Appropriate weatherproof equipment shelter with HVAC to house transmitting station equipment and any other peripheral items needed for proper broadcasting.
 6. A sufficient number of power generators to operate the entire MW facility as no reliable power is available in the vicinity of the anticipated site location.”

ARTICLE XI - SAME TERMS AND CONDITIONS – ENTRY INTO FORCE

All other terms and conditions of the Agreement shall continue unchanged.

This Amendment shall enter into force upon signature and shall remain in force for the duration of the term of the Agreement.

IN WITNESS THEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Amendment.

DONE at Washington, District of Columbia, this 4th day of May, 2006 in duplicate in the English language.

FOR THE UNITED STATES OF AMERICA:



Kenneth Y. Tomlinson
Chairman
Broadcasting Board of Governors

FOR AFGHANISTAN:



Najibullah Roshan
Director General
Radio Television Afghanistan