

**MUTUAL COOPERATION AGREEMENT BETWEEN THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF BOLIVIA.**

Agreement made as of the 30th day of September 2005 between the Republic of Bolivia (RoB) and the Department of Defense of the United States of America (DoD), represented by the Contracting Officer executing this document, hereinafter referred to as the Parties. This agreement is being entered into in accordance with the RoB's request for U.S. assistance in the deactivation of potentially hazardous ordinance.

WITNESSETH

WHEREAS, in recognition of the Republic of Bolivia's outstanding support of the war on terrorism and as an incentive to continue this support DoD desires to transfer \$400,000 to the Republic of Bolivia.

WHEREAS, the parties desire to enter into this Mutual Cooperation Agreement.

WHEREAS, DoD will lend financial and technical support in the process of deactivation and disarmament of the equipment described in Article 1 subject to the terms and conditions of this agreement;

NOW, THEREFORE, the Parties agree on the following terms and conditions:

**ARTICLE I
THE EQUIPMENT**

On September 26, 2005, the RoB agreed to deliver to the United States of America the outdated, hazardous equipment listed on Attachment 1 for deactivation.

**ARTICLE II
INSPECTION AND ACCEPTANCE**

1. All material was received subject to the DoD right of inspection and acceptance and DoD conducted a physical inspection of the equipment at the final delivery point, U.S. Embassy Warehouse, El Alto.

**ARTICLE III
FORCE MAJEURE/ACTS OF GOD**

Each Party shall be excused for the nonperformance or delayed performance of any of its duties or obligations under this Agreement if, and to extent to which, such nonperformance or delayed performance is caused by the supervention of Force Majeure provided that the party whose performance is so effected, immediately, in writing, notifies the other of the occurrence of the same. Force Majeure shall mean fires, floods, natural disasters or other acts of god, war, civil commotion, strikes, sabotage, explosions, epidemics, quarantine, restrictions, superseding foreign policy conditions and restrictions instituted by appropriate authority of the parties, and other occurrences beyond the control of either party.

**ARTICLE IV
DISBURSEMENT OF FUNDS TERMS**

1. In return and recognition for the delivered equipment for its deactivation listed in Attachment 1 DoD agrees to transfer \$400,000.00 U.S Dollars (Four Hundred Thousand Dollars and no Cents USD).
2. Funds shall be transferred after delivery of the equipment listed in Attachment 1 at the final delivery point listed in Article II.
3. DoD will make final transfer of funds to the RoB upon receipt of the following documents:
 - Letter of Final Inspection (by DoD)
 - Invoices (to include, date of invoice, Agreement Number, Amount in U.S. Dollars)

Transfer via electronic funds transfer will be completed promptly within 14 days from the date the Contracting Officer receives the documents listed above.

4. This is a donation made in the spirit of mutual cooperation.
5. Accounting and Appropriation Data: To Be Determined
6. The Department of Defense payment office will electronically transfer the amount in U.S. Dollars to:

Bank Name: _____

Bank Address: _____

Account Number of Republic of Bolivia at the Bank _____

Routing Transit Number: _____

Beneficiary: _____

**ARTICLE V
AUTHORIZED REPRESENTATIVES**

The parties shall designate in writing the authorized representative(s) to implement the Agreement, sign the Acceptance Certificate and receive the Invoice.

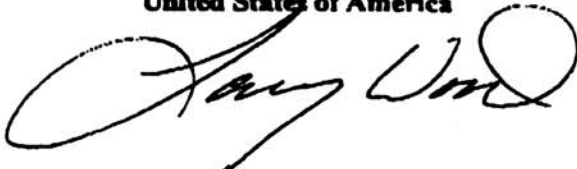
**ARTICLE VI
MUTUAL GURANTEES OF PROPER DISPOSAL OF EQUIPMENT**

In the mutual benefit of both parties and pursuant to the agreement reached between RoB and the United States on September 26, 2005 DoD agrees to share all evidence of the deactivation of the equipment before December 31, 2005 to include but no limited to photographic, visual (i.e. video stream, footage) and any remaining fragments and/or subparts of the equipment.

**ARTICLE VII
ENTRY INTO FORCE, DURATION, AND ADMENDMENT**

This Agreement shall enter into force upon signature and shall remain in force until fulfillment of all requirements. This Agreement may be amended or extended by the written agreement of the Parties.

FOR
Department of Defense,
United States of America



Contracting Officer



FOR
Republic of Bolivia
