



COALITION PROVISIONAL AUTHORITY
BAGHDAD

March 4, 2004

MEMO FOR: INTERIM IRAQI MINISTERS
SENIOR MINISTRY ADVISORS
EXECUTIVE DIRECTOR, CPA-WASHINGTON

FROM: Administrator

SUBJECT: Revised Guidance on Accepting Donations from Private Entities

Pursuant to my authority as Administrator of the Coalition Provisional Authority (CPA) and under the laws and usages of war, and consistent with relevant U.N. Security Council Resolutions. Including Resolution 1483 (2003), I hereby prescribe the following guidance concerning the processing of offers from private entities to provide assistance in furtherance of the relief and reconstruction of Iraq, or to otherwise benefit the people of Iraq:

Section 1
Purpose

This Memorandum delegates authority to coordinate and authorize donations from Private Entities (as defined herein) to the Executive Director, CPA-Washington. This Memorandum further clarifies procedures to be used by CPA personnel in coordinating with Private Entities wishing to provide assistance to further the reconstruction of Iraq or otherwise benefit the people of Iraq. In particular, all donations from Private Entity must heretofore be authorized and approved by CPA-Washington. This revised guidance will better ensure compliance with all existing laws, regulations, and procedures, and greatly facilitate the efficient delivery of donations within Iraq to areas most in need.

Section 2
Definitions

- 1) "Assistance" means personal property (other than funds) or services that will be used primarily to further the reconstruction of Iraq or to otherwise benefit the people of Iraq. It does not include property or services to be used primarily for the benefit of the CPA or Coalition Forces.
- 2) "Donation" is a contribution of Assistance by a Private Entity to Iraq with no expectation of public recognition or other action by the CPA in return. However,

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nothing in the Memorandum prohibits Private Entities from advertising or making known to the public the existence of the Donation.

- 3) "Endorsement" is an act by the CPA, or any personnel associated with the CPA, indicating or implying that the CPA approves of or supports the products, services, business, or activities of a Private Entity other than through a memorandum of appreciation or a Private Assistance Agreement.
- 4) "Preferential Treatment" is an act by the CPA, or any personnel associated with CPA, giving or suggesting favorable treatment, other than as provided in a Private Assistance Agreement, or, conversely, giving unfavorable treatment for failing or refusing to provide assistance.
- 5) "Private Entity" means a for-profit or non-profit business or charitable entity, including but not limited to sole proprietorships, partnerships, corporations, limited liability companies, joint ventures, trusts, private foundations, charities, and other similar organizations.
- 6) "Private Assistance Agreement" is an agreement with a Private Entity to provide Assistance to Iraq for a limited period of time in return for public recognition, permission to advertise or conduct other promotions, or other non-monetary consideration, as provided under this Memorandum.

Section 3 Assistance

There shall be established, within CPA-Washington, a section responsible for taking the following actions to coordinate the provision of Assistance:

- 1) Publicizing, by all reasonable means, present and projected needs that can be met in whole or in part by Assistance from Private Entities.
- 2) Responding to queries from Private Entities concerning present and projected needs for Assistance that can be met in whole or in part by assistance from Private Entities.
- 3) Approving proposed provision of Assistance prior to delivery. Prior to approval of the Assistance, the Private Entity is required to provide the following information:
 - a) Name of the Private Entity providing the Assistance;

- b) Description of the proposed Assistance, including any proposed limitations or conditions on the use of the Assistance. Limitations or conditions on Assistance are discouraged.
 - c) Value of the proposed Assistance;
 - d) Purpose of the proposed Assistance (how the proposed Assistance would further the reconstruction of Iraq or otherwise benefit the Iraqi people);
 - e) Proposed destination of Assistance;
 - f) Proposed entity within Iraq, in coordination with CPA, that will receive Assistance; and
 - g) Proposed logistics arrangements, in coordination with CPA, necessary to deliver the Assistance to its destination within Iraq.
- 4) Coordinating with Private Entities providing assistance concerning terms of delivery of Assistance to CPA or its designee for further distribution as appropriate.
 - 5) Coordinating with appropriate CPA or other organizations to ensure appropriate and prompt disposition of the Assistance to the people of Iraq.
 - 6) Coordinating with donation programs of the United Nations, the European Union, the Council for International Coordination, and other similar organizations to avoid duplicating effort.
 - 7) Advising the Program Review Board, on a regular basis, of Assistance received or proposed to be received in order to avoid duplication.
 - 8) Ensuring that Private Entities providing Assistance receive appropriate recognition, through memoranda of acknowledgment or otherwise.
 - 9) Solicit through an open process and by all reasonable public means Private Entities capable of providing Assistance. In situations where only one Private Entity is required to provide Assistance and multiple Private Entities desire to do so, then the solicitation will be made on a competitive basis.
 - 10) Decide whether to accept appropriate offers for a Private Assistance Agreement from Private Entities that offer Assistance on their own volition. The acceptance of an unsolicited offer does not require solicitation of other sources of similar Assistance.

- 11) Maintain a database containing information of all Private Entities participating and all Assistance received under the terms of this Memorandum for purposes of obtaining information for public dissemination concerning the objectives of this Memorandum.
- 12) Maintain appropriate delivery records, including a written receipt from the ultimate recipient of the Assistance provided.
- 13) Maintain an effective and reliable system for receiving in-kind donations and distributing such donations within Iraq. Private entities making in-kind donations may be required to assume the costs of shipping until an effective and reliable system for distributing such donations is established and operating. Cash donations shall be preferred.
- 14) Establish and maintain a comprehensive one-stop shopping website. This website shall include facts and information on essential needs for the reconstruction of Iraq, explain how Private Entities can receive assistance in ensuring that their donations are received and effectively utilized in Iraq, and generally facilitate the actions set forth in this Section.

Mr. Jefferies shall delegate responsibilities within CPA-Washington to carry out and oversee the responsibilities of this Section.

Section 4 Prohibitions

CPA personnel shall not accept or coordinate Assistance through Donations or Private Assistance without prior authorization and approval from CPA-Washington. Senior Ministry Advisors shall provide for immediate notification of CPA-Washington whenever such Assistance is planned, offered, or received.

Additionally, CPA personnel accepting Assistance through Donations or through Private Assistance shall not:

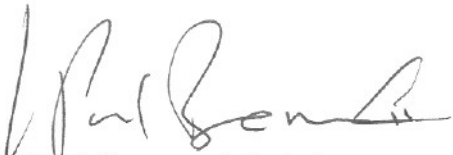
- 1) Provide an Endorsement to a Private Entity. For United States military and civilian personnel, Endorsements may constitute a violation of the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. 2635 et. seq. (Standards of Ethical Conduct). Improper endorsement may also violate the ethics laws and regulations that apply to personnel of coalition countries. The following provision, or words to that effect, will be inserted in all Private Assistance Agreements and in all written materials concerning the Assistance:

This does not constitute endorsement by the Coalition Provisional Authority of the Provider or of the products or services provided.

- 2) Provide Preferential Treatment to Private Entities entering into Private Assistance Agreements (except as provided under terms of the agreement itself) or making Donations. For United States military and civilian personnel, improper Preferential Treatment may constitute a violation of the Standards of Ethical Conduct. Similarly, improper preferential treatment may violate the ethics laws and regulations that apply to personnel of coalition countries.

Section 5 Entry into Force

This Memorandum shall enter into force on the date of signature and shall supersede prior guidance with respect to CPA donations policy.

 3/5/04
L. Paul Bremer, Administrator
Coalition Provisional Authority

ANNEX A

SAMPLE DONATION INVITATION LETTER

President
XYZ Corporation
Anytown, USA 12345

As you are aware, the United States, the United Kingdom, Australia, and other nations are working together to exercise governmental authority in Iraq temporarily until such time as the Iraqi people can establish for themselves a permanent government. This temporary governmental authority, known as the Coalition Provisional Authority (CPA), has been recognized by the United Nations as the temporary government in Iraq pursuant to United Nations Security Council Resolution (UNSCR) 1483 (2003).

One of the major CPA objectives, as recognized by UNSCR 1483, is to promote the reconstruction of Iraq by developing programs to encourage Iraq's economic recovery. This is accomplished by assisting concerned organizations who desire to help meet the humanitarian and other needs of the Iraqi people by providing food, medical supplies, and other goods and services necessary for reconstruction and rehabilitation of Iraq's economic infrastructure.

To further this objective, the CPA has established a liaison office in the Pentagon to coordinate with concerned organizations that express an interest in donating goods and/or services to the Iraqi people. This office will provide specific information concerning needs of the Iraqi people, and also technical assistance concerning transportation and other issues to interested organizations that desire to assist us.

If your company wants to consider making a donation of goods and services to assist us in our efforts to build a revitalized and democratic Iraq, and wishes further information, please contact the Executive Director, CPA-Washington, Mr. Reuben Jeffery, at

Sincerely,

ANNEX B**SAMPLE PRIVATE ASSISTANCE INVITATION LETTER**

President
XYZ Corporation
Anytown, USA 12345

As you are aware, the United States, the United Kingdom, Australia, and other nations are working together to exercise governmental authority in Iraq temporarily until such time as the Iraqi people can establish for themselves a permanent government. This temporary governmental authority, known as the Coalition Provisional Authority (CPA), has been recognized by the United Nations as the temporary government in Iraq pursuant to United Nations Security Council Resolution (UNSCR) 1483 (2003).

One of the major CPA objectives, as recognized by UNSCR 1483, is to promote the reconstruction of Iraq by developing programs to encourage Iraq's economic recovery. This is accomplished by assisting concerned organizations that desire to help meet the humanitarian and other needs of the Iraqi people by providing food, medical supplies, and other goods and services necessary for reconstruction and rehabilitation of Iraq's infrastructure.

To further this objective, the CPA has established a liaison office in the Pentagon to coordinate with concerned organizations that would like to transfer goods and/or services to the Iraqi people in return for an agreed-upon consideration (usually some form of advertising or other promotional consideration). This office will provide specific information concerning needs of the Iraqi people, and also technical assistance concerning the specific terms of any sponsorship agreement (including transportation of goods and the specific nature of the promotional consideration).

I strongly urge your company to consider participating in our Private Assistance Program to assist us in our efforts to build a revitalized and democratic Iraq. If you wish further information, please contact the Executive Director, CPA-Washington, Mr. Reuben Jeffery, at

Sincerely,

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ANNEX C

SAMPLE DONATION ACKNOWLEDGMENT LETTER

President
XYZ Corporation
Anytown, U.S.A. 12345

Dear Sir:

On behalf of the Coalition Provisional Authority, this letter constitutes acceptance of your donation on the terms and conditions below:

NAME OF DONATING ORGANIZATION:

DESCRIPTION OF GOODS/SERVICES BEING DONATED:

APPROXIMATE VALUE OF GOODS/SERVICES BEING DONATED:

PURPOSE OF THE DONATION:

FINAL DESTINATION OF GOODS/SERVICES BEING DONATED:

FINAL RECIPIENT OF GOODS/SERVICES BEING DONATED:

LOGISTICS ARRANGEMENTS: (TERMS OF SHIPMENT, DELIVERY DATE, ETC.)

As has been explained previously, this letter does not constitute endorsement by the Coalition Provisional Authority of your company or of the products or services provided.

Thank you for your generous efforts in rebuilding the economic system of Iraq and in providing assistance to the Iraqi people. If you have questions, please contact

Sincerely,

**Executive Director
CPA-Washington**

ANNEX D

SAMPLE PRIVATE ASSISTANCE AGREEMENT

This Private Assistance Agreement is entered into under the authority of the Administrator of the Coalition Provisional Authority (CPA) on behalf of the Coalition temporarily exercising governmental authority in Iraq pursuant to the law and usages of war and relevant United Nations Security Council Resolutions, including 1483 (2003) ("Coalition") and by _____ ("Contractor")

WHEREAS, the Coalition has established the Private Assistance Program to further its objective, as recognized by United Nations Security Council Resolution 1483 (2003), to assist concerned organizations that wish to help meet the needs of the Iraqi people by providing food, medical supplies, and other resources necessary for reconstruction and rehabilitation of Iraq's economic infrastructure, and

WHEREAS, the Contractor wishes to provide goods and services to help meet the needs of the Iraqi people, in return for consideration as described below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor agrees to provide the following goods and services for the benefit of the Iraqi people:

(Describe the goods and services)

on the following terms and conditions:

(Describe any special conditions or limitations concerning the use of the goods/services)

for the following purpose:

(Describe the purpose for which the goods/services will be used)

2. The approximate value of the goods/services that the Contractor intends to provide under this Private Assistance Agreement is \$ _____.

3. The final destination of the goods/services that the Contractor will provide under this Private Assistance Agreement will be _____ (destination) and the entity within Iraq that will be the ultimate recipient of the goods/services will be _____ (recipient).

4. The parties agree to the following terms and conditions concerning the transportation of goods/delivery of services from the Contractor to the final recipient within Iraq.

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(Describe here arrangements concerning the transportation of goods from the Customer to the final destination, method of transport within Iraq, etc.)

5. In return for the Contractor's providing the goods and services described above, the Coalition agrees to provide the following promotional consideration:

(Describe the agreed-upon promotional consideration).

6. The parties agree to the following standard terms and conditions:

a. In the event that the Contractor fails to comply with the terms and conditions described above, the Coalition, at its discretion, may terminate this contract upon giving notice to the Contractor of said termination. Additionally, in its discretion, the Coalition may disqualify the Contractor from further participation in the Private Assistance Program.

b. In the event that the Contractor is prohibited from performing under this contract due to natural disaster, act of God, security situation, or other cause beyond the Contractor's control, the parties shall agree, if possible, to reschedule the times for performance under this contract. In the event that the parties are unable to reschedule the performance under the contract, the contract shall be terminated without penalty to either party.

c. The Contractor shall not assign any of its rights or responsibilities under this Agreement to another person or entity without the consent of the Coalition.

d. Except as permitted under the terms of this Private Assistance Agreement, no employee or representative of the Coalition may provide any form of endorsement or other promotional consideration to the Contractor. The mere existence of this Private Assistance Agreement does not constitute endorsement by the Coalition Provisional Authority of the Contractor or of the products or services provided.

e. Except as permitted under the terms of this Private Assistance Agreement, no employee or representative of the Coalition may provide any form of favorable or otherwise preferential treatment to the Contractor as a reward or consideration for the Contractor's performance under this Private Assistance Agreement.

This Agreement is entered into on the later of the signatures described below.

FOR THE COALITION:

FOR THE CONTRACTOR:

DATE _____

DATE _____



COALITION PROVISIONAL AUTHORITY
BAGHDAD

March 3, 2004

MEMORANDUM FOR: Senior Ministry Advisors

FROM: Administrator *W-315*

SUBJECT: Revised Guidance on Accepting Donations from Private Entities

The attached Memorandum delegates to Mr. Reuben Jeffery, Executive Director, CPA-Washington the authority to accept private donations in support of Iraqi relief and reconstruction efforts. The centralized approval process established in the memorandum will ensure that all donations comply with existing laws, regulations, and procedures, and greatly facilitate the receipt and distribution of donations within Iraq.

Senior Ministry Advisors shall understand and comply with the policies set forth in the attached Memorandum and ensure that all donations – whether cash or in-kind – are submitted for approval by CPA-Washington. Accepting or coordinating the receipt of private assistance without such approval is prohibited.

Attachments: Memorandum on Accepting Assistance from Private Entities