

DEVELOPMENT CO-OPERATION FRAMEWORK AGREEMENT

BETWEEN

THE ITALIAN REPUBLIC

AND

THE ISLAMIC REPUBLIC OF AFGHANISTAN

The Italian Republic and the Islamic Republic of Afghanistan, abiding to the democratic principles and human rights inspiring their own national and foreign policies;

UNDERTAKING to favour, through co-operation activities, the achievement of the Millennium Development Goals, in line with the development strategies of the Islamic Republic of Afghanistan and with the principles stated in the Charter of the United Nations;

CONSIDERING the framework of principles established through the European Consensus for Development and the European Union's Code of Conduct concerning the distribution of competencies within the development policy,

BEARING IN MIND the aids effectiveness principles, as defined in the process started in Rome in 2003 and carried on with the Paris Declaration in 2005 and with the Accra Agenda for Action in 2008, abiding to which the Italian Development Co-operation has adopted a National Programmatic Plan for aid effectiveness that includes specific tools in order to facilitate its own implementation, particularly acting through the institutional and legal systems of partner Countries,

WISHING to enhance the existing friendly relationships between the two Countries with specific reference to the development co-operation sector,

PURSUING an optimal management of the projects agreed between the Parties and funded by Italy, already approved or to be approved in the future,

STATING the Italian willingness to support the Islamic Republic of Afghanistan's development strategies, securing the co-operation projects' compliance to those strategies,

ENCOURAGING co-operation between public and private entities, National and International Organizations and Bodies, for the implementation of development co-operation initiatives,

AGREE ON THE FOLLOWING

TITLE I GENERAL PROVISIONS

Article 1 Aims and scope of this Framework Agreement

- 1.1 This Development Co-operation Framework Agreement, hereinafter referred to as the "Agreement", sets the criteria through which the Italian Republic supports the Islamic Republic of Afghanistan, hereinafter referred to respectively as "Italy"

and “Afghanistan” and jointly as the “Parties”, in pursuing development programmes for Afghanistan, and defines their implementation modalities.

- 1.2 The Agreement regulates development co-operation activities funded by Italy, the related agreements stipulated for their implementation and the status of involved Bodies and Entities.
- 1.3 The Agreement also applies to development co-operation activities already agreed upon by the Parties, from the date of entry into force of this Agreement, even being in the implementation phase ruled on the basis of previously existing Agreements.

Article 2

Relevant Authorities

- 2.1 For the activities included within this Agreement, the Parties are represented as follows:
 - 2.1.1 Afghanistan is represented by the Ministry of Foreign Affairs for the negotiation, consultation and implementation of this specific agreement;
 - 2.1.2 With respect to specific subsidiary agreements involving specific obligations and expenditures by either party, Afghanistan will be represented by the Ministry of Finance in consultation with the Ministry of Foreign Affairs and other relevant governmental bodies.
 - 2.1.3 Italy is represented by the Ministry of Foreign Affairs – Directorate General for Development Co-operation (hereinafter referred to as DGCS), through the Italian Embassy in Kabul.
- 2.2 Each Party can vary the authorized representative, through diplomatic channels, by means of the Authority mentioned in item 1, granting a thirty-day written notice with date to the other Party.
- 2.3 The right to vary the representative under this article is not subject to the amendment procedures such as defined in Article 22.

Article 3

Contents of development co-operation

- 3.1 This agreement covers all co-operation activities both under the Country Programme discussed in article 6 and also outside of it
- 3.2 Interventions such as the following might be implemented outside the Country Programme’s contents
 - 3.2.1 Humanitarian emergency aids;
 - 3.2.2 Projects promoted by Italian Non Governmental Organizations (NGOs) or Public Institutions, including Local Authorities;
 - 3.2.3 Funds for joint ventures;

- 3.2.4 Debit swap or cancellation;
- 3.2.5 Awards of scholarships for studies or researches.
- 3.3 Italian Co-operation's financial tools are as follows:
 - 3.3.1 Grants;
 - 3.3.2 Aids soft loans;
 - 3.3.3 Soft loans to Italian firms involved in joint venture.

Article 4
Decentralized Co-operation

- 4.1 Abiding to the respective internal constitutional and legal arrangements, in the framework of the enforcement of this Agreement and in line with the Country Programme, one Party's Local Governments and Bodies may implement decentralized co-operation initiatives with corresponding Entities of the other Party subject to specific agreements.

Article 5
Afghan role in the implementation of co-operation activities

- 5.1 In order to implement the specific co-operation activities identified by the Parties, according to schedule and modalities included in any subsidiary agreements, under this umbrella agreement Afghanistan will make available as necessary infrastructures, human resources, in kind and/or financial contributions, in an adequate manner, and will be directly responsible of the management of any kind of contributions provided. Specific commitments will be mutually agreed upon in the specific agreements.
- 5.2 Afghanistan undertakes to support salaries or any other costs related to the National personnel assigned to the implementation of the Italian co-operation programmes. Specific commitments will be mutually agreed upon in the specific agreements.

TITLE II
THE CO-OPERATION PROGRAMME

Article 6
Country Programme

- 6.1 The Country Programme is a subsidiary agreement of this Agreement through which the Parties identify development co-operation projects to be implemented, and measures required for their best co-ordination and predictability.
- 6.2 The Country Programme defines the action's priorities, expected outcomes, interventions to be implemented, spelling out relevant costs and financing mechanisms.

- 6.3 Parties shall consult each other in order to jointly define interventions to be included in the Country Programme, taking into account Afghanistan development strategies.
- 6.4 Interventions included in the Country Programme, shall be spread over a three-year period, yearly updatable, unless otherwise agreed.
- 6.5 The Parties shall disseminate the contents of the Country Programme to the public, and with Governments, Parliaments and International Organizations working together with Afghanistan in implementing its economic and social development programmes.
- 6.6 During the duration of the Country Programme, Parties shall consult each other in order to adopt the most appropriate measures suitable to improve its implementation.
- 6.7 Articles from 20 to 23 of this Agreement shall apply also to the Country Programme.

Article 7

Technical Operational Understanding

- 7.1 The Technical Operational Understanding, hereinafter referred to as “Technical Understanding”, is a subsidiary entente to this Agreement, stipulating practical implementation modalities of each project, showing the implementation schedule and identifying the Executing Agency.
- 7.2 For the aid soft loan, the Technical Understanding will be supported by a Funding Contract detailing financial procedures, whose entry into force will be subjected to the entry into force of the Technical Understanding. The Funding Contract cannot imply charges over the project’s total amount shown in the Technical Understanding.
- 7.3 The Italian Government, also through the Italian Embassy, may take over the responsibility as Executing Agency. When the Executing Agency has not been designated, the relevant Afghan Institutions, as per item 2.1.1, take over the responsibilities of the Executing Agency.
- 7.4 Italy may/shall include in the Technical Understanding, terms of reference for recruiting personnel not holding Afghan citizenship, to be employed within the co-operation project.
- 7.5 Articles 21-23 of this Agreement shall also apply to the Technical Understanding.
- 7.6 The Technical Understanding shall entry into force at the moment of its signature.
- 7.7 Amendments to the Technical Understanding are made through exchange of letters and they enter into force when the proposing Party receives the other Party’s consent.

- 7.8 The Technical Understanding will remain into force until the completion – jointly ascertained – of activities therein included, save the documents’ keeping term as set in the following article 11.4.
- 7.9 In case of the impossibility to complete activities set by the Technical Understanding or of irregularities in the management of funds, goods or resources, the following discipline may/shall apply:
- 7.9.1 Each of the two Parties may notify to the other one, through diplomatic channel, the suspension of the project’s implementation;
 - 7.9.2 Being the impediment prolonged for a period of more than six months, each Party may notify to the other one, through diplomatic channel, the project’s early conclusion, save clauses under article 20;
 - 7.9.3 Communications – as foreseen by this item – should bear justifications.
 - 7.9.4 The Parties jointly regulates ongoing legal relationships;
 - 7.9.5 In any cases, privileges and exemptions granted to the personnel named in item 7.4 shall be valid until these people – within a reasonable time span – leave Afghanistan.

Article 8

The Executing Agency

- 8.1 The Executing Agency, in agreement with the Parties and according to the Technical Understanding, is responsible of the correct execution of the co-operation project.
- 8.2 The Executing Agency holds legal status.
- 8.3 With the procedures and within the limits set by the Technical Understanding, the Executing Agency may implement the project, wholly or partially, through contracts. The Technical Understanding spells out the law of the country based on which contracts are awarded or executed. Missing an explicit instruction in the Technical Understanding, the awarding and execution of contracts follow under the national law of the Afghanistan, without prejudice for the Italian side of assessing the project’s correct execution.
- 8.4 The Executing Agency is solely responsible for the project’s execution, even when the previous item applies.
- 8.5 The Executing Agency recruits the personnel required, either of Afghan or foreign citizenship.
- 8.6 The Executing Agency may identify a Project Manager who will be responsible for the project’s management, on behalf of the Executing Agency and in front of Bodies as named in item 2.1. Within limits and with modalities spelt out in the Technical Understanding, the Project Manager takes decisions related to the implementation of initiatives, monitors their executions, controls the correct and effective utilization of financial and material resources, co-ordinates and assesses activities carried out by personnel of the same Agency or by expert consultants.
- 8.7 Goods purchased in Italy or with Italian funds for the project’s implementation shall be marked with the Italian Co-operation and the Executing Agency logos.

The Executing Agency is responsible for keeping custody and for the use of the goods, accordingly to the Technical Understanding's provisions.

- 8.8 At project's completion and after consultation among the Parties about their final use, goods – as named in the previous item – shall become the property of Afghanistan within the schedule and with the procedures set by the Technical Understanding, save different provisions set in the same Understanding. However, on the basis of a joint entente between the Parties, those goods may be earmarked to the Executing Agency awarded a new project's implementation.

TITLE III RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Article 9 Responsibilities

- 9.1 The Parties are responsible for the correct and efficient fulfilment of the obligations undertaken in this Agreement, in the Country Programme and in the Technical Understanding and other subsidiary agreements.
- 9.2 The Parties undertake to concur through their efforts to the fight against corruption with the aim of an efficient use of resources required for development and for a correct running of competition. To this end, they watch over and adopt every measure in order to avoid that offers, payments or benefits are carried out – directly or indirectly – for the execution or as reward for the implementation of the co-operation activities.
- 9.3 The Government of Afghanistan shall make every reasonable effort to ensure the security of people, materials, and goods connected to the co-operation activities in the Country.
- 9.4 In the case of a crisis implying security risks, Afghanistan undertakes to facilitate the repatriation of the non Afghan personnel, of their families and goods, in consultation with the Italian side and co-operating with it in adopting any possible concessions to that end.
- 9.5 Occurring conditions as per article 9.4, Afghanistan cannot consider as defaulters – towards their own Institutions or the appointed Executing Agency – personnel without Afghan citizenship, not reaching their work stations on the basis of instructions by the Italian Embassy. Within limits allowed by the actual situation, the Parties shall consult each other in order to adopt appropriate measures.
- 9.6 Non-Afghan personnel working under the auspices of this agreement or other subsidiary agreement shall be immune from liability by any party for the actions taken in good faith directly related to the project implementation and within the scope of their authority. This shall not include immunity from liability for criminal acts or civil acts involving personal or property damage.

Article 10 Transparency

- 10.1 Each party undertakes to provide to the other party all information of technical, administrative, accounting, financial or any of other kind, available, published or not, including geographic maps, to facilitate the identification, assessment, planning and implementation of co-operation activities and to facilitate the respect of mutual undertakings stated in the Framework Agreement and in the subsidiary agreements. This arrangement is subject to the Afghan laws on national security.
- 10.2 Within limits for protecting information as set by National laws, Each side undertakes to inform the other on the co-operation activities, on relevant procedures for planning and executing them and on funding included in the Framework Agreement and the subsidiary agreements.
- 10.3 At the end of each Italian funded initiative, Afghanistan makes available all information related to the project's outcomes and its implementation, to be used for assessing the Italian Co-operation's performance as a whole.
- 10.4 Afghanistan undertakes to give Italy the highest possible visibility concerning Italian funded co-operation activities (i.e. activities' description and state of the art on the Executing Agency's web-site, including the Italian Co-operation logo as link on the web-sites of the relevant governmental ministries and of the Executing Agency, and the presence of the same logo during all events organized to disseminate activities).

Article 11 Monitoring and evaluation

- 11.1 Each Party may carry out assessments – during or after the conclusion – on projects funded by the Italian Co-operation, even when other donors are participating in them, and undertakes to inform the other Party of the relevant conclusions.
- 11.2 About the use of its own resources, Italy may/shall carry out financial or program audits at the Executing Agencies whenever it thinks it necessary.
- 11.3 Afghanistan will allow the relevant Italian audit bodies to access their projects' sites.
- 11.4 Unless a longer term is set in the Technical Understanding, the Parties shall keep documentation relevant to each project for a period of at least five years after project's termination.

TITLE IV
CO-OPERATION ENTITIES
PRIVILEGIES, IMMUNITIES AND CONCESSIONS

Article 12
Development Co-operation Office

- 12.1 In order to facilitate communication and co-ordination of the co-operation projects, Italy may set up a Development Co-operation Office within the Italian Embassy.
- 12.2 The Embassy informs – through diplomatic channels – the relevant Afghan Body of the setting-up of the Development Co-operation Office, with a sixty-day notice from the date of reception of the communication sent by the other Party.
- 12.3 This Agreement's provisions apply also when the Development Co-operation Office is located in a different Country.

Article 13
Personnel of the Development Co-operation Office

- 13.1 The Development Co-operation Office may be staffed with personnel sent by the Ministry of Foreign Affairs of the Italian Republic and by personnel locally contracted.
- 13.2 Within the scope of this Framework Agreement and according to the instructions of the Italian Ambassador, the Director of the Co-operation Office shall take care of contacts with bodies of the Afghan Government, assisting them in identifying interventions to be planned, informing them of each co-operation project funded by Italy, and assuring the alignment of the Italian Co-operation with the development programmes of Afghanistan and the bilateral and multilateral co-operation.

Article 14
Privileges, immunities and exemptions

- 14.1 Materials, equipment and goods to be used for Italian Cooperation activities – as per this Agreement and Subsidiary Agreements – are exempted by duties or taxations. Specifics regarding the implementation of individual cases and categories will be subject to the subsidiary agreements between the parties. In the event that the subsidiary agreement does not adequately address the issue or any ambiguities/disputes that may arise shall be resolved according to the Afghan Law.
- 14.2 Italy reserves the right to notify the Government of Afghanistan the Development Co-operation Office's personnel according to the accreditation qualifications included in the Convention of Vienna of 1961 on the diplomatic relations, with the ensuing integral application to those personnel, to their relatives and to service personnel of privileges, exemptions, and immunities therein included.

- 14.3 The premises owned or utilized by the Cooperation Offices shall enjoy the privileges and immunities established by the Vienna Convention of 1961, on diplomatic relations. The use of such facilities for the purposes of cooperation for development can not be plead in order to exclude the abovementioned Convention's application.
- 14.4 To the remaining personnel of the Co-operation Office and to contract personnel acting on behalf of the Italian Cooperation Office for periods of at least four months and not of Afghan citizenship, Afghanistan applies – in relations to their residence and their families and their service staff – immunities, privileges, exemptions and facilities not less than the one applied to personnel of International Development Co-operation Organizations working in the Country.
- 14.5 In all cases, Afghanistan undertakes to grant to the personnel named in this article, the following exemptions:
- 14.5.1 From military service and from any other performance of military kind;
 - 14.5.2 From restrictions imposed by immigration laws;
 - 14.5.3 From taxes or levies on income coming from salaries, remunerations, and benefits paid by Italy;
 - 14.5.4 From custom taxes or levies and any other charges for import and export, within a period of six month from their arrival in the Country, on goods and personal effects imported, subject to their re-exportation at the end of their mandate, save in the case of sale in Afghanistan;
 - 14.5.5 From custom taxes or levies for one vehicle – new or used – imported for personal use, subject to its re-export; in case of sale of the vehicle in Afghanistan, import taxes shall be paid unless the buyer holds the same privileges; being the vehicle damaged without possibility of repairing it at a reasonable cost, Afghanistan allows the import of another vehicle at the same conditions; after three years of work in the Country and if the mandate is prolonged for at least one year, Afghanistan allows the import of another vehicle, at the same conditions;
 - 14.5.6 From any restrictions on exchange, possession, import and export of foreign currency;
 - 14.5.7 From norms on social security and insurance for accidents at work;
 - 14.5.8 From subscription to professional boards or from obtaining professional licences, limited to interventions included in this Framework Agreement and in the relevant subsidiary agreements.
- 14.6 In all cases, Afghanistan undertakes to grant to the personnel as named in this article, the following rights:
- 14.6.1 Opening of bank accounts;
 - 14.6.2 Immediate information to the Italian Authorities in case of arrest, detention, or set-up of criminal proceedings;
 - 14.6.3 Being visited by the Embassy's personnel or represented by a Lawyer in case of arrest, detention, or set-up of criminal proceedings;
 - 14.6.4 To accede to the projects' areas and to travel around the Country in the measure necessary for the projects' implementation, in the limits of the national security legislation;

- 14.6.5 To export funds deriving from the sale of imported personal goods or furnishings;
 - 14.6.6 Inviolability for all the documents and all information related to this Agreement, unless evidences of illegal activities exist.
- 14.7 In all cases, Afghanistan grants to the personnel named in this article the following facilities:
- 14.7.1 Issue of a multiple-entry not-tourist visa for at least a one-year stay, on request by the relevant Authorities as per item 2.1.2;
 - 14.7.2 Immediate and free issue of a personal identity card through the Ministry of Foreign Affairs;
 - 14.7.3 Issue of all permits and licences needed for staying and working;
 - 14.7.4 Use of the Italian driving licence, to be accompanied with an official translation in English and Dari languages;
 - 14.7.5 Issue or changeover of the national driving licence;
 - 14.7.6 Facilitation of custom procedures for goods and vehicles.

Article 15

Volunteers and Trainees

- 15.1 Within the Development Co-operation Office Italian volunteers and trainees may work. These personnel are recruited according to the Italian norms and are included in the provisions as per articles 13 and 14 of this Agreement.
- 15.2 Afghanistan grants to Italian volunteers and trainees – working for achieving this Agreement’s scope – privileges, immunities, exemptions and facilities granted to other Nations’ volunteers working within Afghan territory and the provisions of items 16.3, 16.4 e 16.5 of this Agreement.
- 15.3 On request of the Italian side, relevant Afghan bodies issue to the trainees and volunteers a multi-entry visa and a residence permit for the length of their stay.

Article 16

Personnel on short-term mission

- 16.1 For the needs of the Co-operation Office or for implementing or monitoring the projects included in the Agreement, the Ministry of Foreign Affairs of the Italian Republic may despatch personnel on short-term missions, for a period up to four months.
- 16.2 Italy notifies to Afghanistan, through diplomatic channels, the names of the short-term mission personnel, specifying their functions.
- 16.3 Afghanistan undertakes to grant to the short-term mission personnel the following exemptions:
- 16.3.1 From income taxes based on salaries, remunerations or benefits from Italy;
 - 16.3.2 From restrictions on exchange, possession, import or export of foreign currency;

- 16.3.3 From norms related to social security and to insurances for accidents at work;
 - 16.3.4 From subscription to professional boards or from obtaining professional licences, limited to interventions included in this Framework Agreement and in the relevant subsidiary agreements.
- 16.4 Afghanistan undertakes to grant to short-term mission personnel the following rights:
- 16.4.1 Immediate information to the Italian Authorities in case of arrest, detention, or set-up of criminal proceedings;
 - 16.4.2 Being visited by the Embassy's personnel or represented by a Lawyer in case arrest, detention, or set-up of criminal proceedings;
 - 16.4.3 To accede to the projects' areas and to travel around the Country in the measure necessary for the projects' implementation, in the limits of the national security legislation;
 - 16.4.4 Inviolability for all the documents and all information related to this Agreement, unless evidences of illegal activities exist.
- 16.5 Afghanistan grants to the short-term mission personnel the following facilities:
- 16.5.1 Issue a multi-entry not-tourist visa for an equal period as the mission's duration;
 - 16.5.2 Immediate and free issue of an identity card through the Ministry of Foreign Affairs, when necessary;
 - 16.5.3 Issue permits and licences required for staying and working in the Country for the mission time-span;
 - 16.5.4 Use of the International driving licence.

Article 17

Conditions applicable to other entities involved in co-operation projects

- 17.1 International Institutions, Non-Governmental Organizations, firms and any other physical or legal persons of not Afghan citizenship, may participate to co-operation activities carried out by Italy in the framework of the development co-operation between the two Parties.
- 17.2 Afghanistan undertakes to recognize the NGOs officially approved by and according to the Italian laws, unless motivated reasons to the contrary are notified through diplomatic channels. Specifics regarding the implementation of individual cases and categories will be subject to the subsidiary agreements between the parties. In the event that the subsidiary agreement does not adequately address the issue or any ambiguities/disputes that may arise shall be resolved according to the Afghan Law.
- 17.3 Within the limits related to the implementation of this Agreement, Afghanistan grants that entities named in this article:
- 17.3.1 Are not considered responsible for not fulfilling their obligations when that is caused by orders or instructions related to security issued by Italy;
 - 17.3.2 Are exempted from custom duties or any similar levies for import and re-export of equipment, materials and goods as deemed necessary for development co-operation activities; instead of re-exporting them, they

- can dispose of them – under an onerous or free account – in Afghanistan after paying custom duties and similar existing levies;
- 17.3.3 Are exempted from any custom duties or charges if, at the end of the project, they transfer to the final Afghan beneficiary the ownership of goods or real estate properties;
- 17.3.4 Can open bank accounts and carry out whatsoever legal bank transactions; within the limits of the bank accounts and transactions carried out for the aims of this Framework Agreement, they are not subject to any exchange controls or to any other similar restrictions possibly included in the local laws; the balance of those bank accounts are freely transferable in a convertible currency;
- 17.3.5 Are exempted from professional authorizations;
- 17.4 Italian personnel of NGOs acting as prime contractors to the Italian Cooperation Office are granted the exemptions, rights, and facilities as per items 16.3, 16.4 e 16.5 of this Agreement.

Article 18

Duties of entities involved in co-operation activities

- 18.1 Entities involved for whatever reasons in the activities included in this Agreement are bound to the respect of local norms and customs.
- 18.2 After consultation with Italy, Afghanistan may ask for the withdrawal of the personnel without Afghan citizenship, when they consider their work or conduct as inadequate.
- 18.3 Italy, after consulting with Afghanistan, may withdraw its own personnel at any time.

Article 19

Renouncing privileges and immunities

- 19.1 Italy, on its own sole discretion, may renounce one or more benefits, privileges, immunities and facilities included in this Agreement.

TITLE V FINAL PROVISIONS

Article 20

Assistance's suspension or termination

- 20.1 The respect of stated obligations by either party, or – on its behalf – by the designated Executing Agencies constitutes a necessary prerequisite for either party keeping its own obligations.
- 20.2 The assessment of the existence of situations of corruption constitutes sufficient reason for suspending the implementation of the Agreement and of the subsidiary agreements and for adopting every corrective measure as set by the laws of the Parties.

- 20.3 In the situations named in the previous items, the fulfilling Party may suspend every co-operation activities with a sixty-day written notice to the defaulting Party.
- 20.4 When conditions occur, each Party points out, through Verbal Note, reasons for the suspensions and conditions that are deemed necessary for resuming activities. The suspension will continue until its reasons are removed and the Parties have reciprocally informed each other, through Verbal Note, the intention of resuming activities.
- 20.5 When acts and facts as set by items 20.1 and 20.2 are lingering for a period longer than ninety days from the date of reception from the either side of the Verbal Note on activities' suspension, The fulfilling party may notify in writing to the defaulting party the decision to terminate the project.
- 20.6 This article does not prejudice the right of the Parties to resort to any other remedies as set by the International customary law.

Article 21
Solution of disputes

21.1 Any disputes deriving from the implementation of this Framework Agreement's and of the subsidiary agreements are resolved in an amicable way through diplomatic channels, unless otherwise stipulated.

Article 22
Amendments

22.1 This Agreement may be amended through an exchange of Verbal Notes, after consultation between the Parties.

22.2 Amendments enter into force according to provisions set in item 24.1.

Article 23
Denunciation

23.1 Each of the Parties can denounce this Agreement and the subsidiary agreements through written information with a ninety-day notice from date of reception of the said information by the relevant Authorities of the other signing Party.

23.2 Obligations reciprocally assumed by the Parties at Title IV and article 21 of this Agreement, shall remain into force also after the end of the same Agreement until the withdrawal of the personnel, funds and properties of the Italian Government, of the Executing Agencies and of any entities or goods utilized by Italy for implementing this Agreement.

Article 24
Entry into force

24.1 This Agreement will enter into force on the date of the reception of the second notification with which the Parties officially inform each other of the completion of the ratification procedures foreseen by the respective regulations.

24.2 This Agreement will remain into force indefinitely, save provisions of article 23.

In faith of that, the relevant Representatives, duly authorized by the respective Governments, have signed this Agreement.

Made in ROME on 19/10/2010 in three originals, each in the Italian, English and Dari languages and all authentic. In case of discrepancies, the English text will prevail.

For the Italian Republic
H.E. Hon. Franco Frattini
Minister of Foreign Affairs



For the Islamic Republic of Afghanistan
H.E. Hon. Zalmay Rassoul
Minister of Foreign Affairs

