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SHEBERGHAN GAS GENERATION ACTIVITY (SGGA)

Contract No. EPP-I-00-03-00004-00, Task Order No. AID-306-TO-12-00002

PMU Agreements with MoM, DABS and MEW Including Expat to Afghan Transition Plans (Deliverable 1-10)

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Acronyms and Abbreviations

AEAI	Advanced Engineering Associates International, Inc.
DABS	Da Afghanistan Breshna Sherkat
DM	Deputy Minister
GIRoA	Government of the Islamic Republic of Afghanistan
IPP	Independent Power Producer
MEW	Ministry of Energy and Water
MoE	Ministry of Economy
MoF	Ministry of Finance
MoM	Ministry of Mines
MW	Megawatt
PMU	Project Management Unit
PMT	Project Management Team
SGDP	Sheberghan Gas Development Project
SGGA	Sheberghan Gas Generation Activity
TA	Technical Assistance
USAID	United States Agency for International Development
USD	United States Dollar

1 Executive Summary

The Sheberghan Gas Generation Activity (SGGA), supported by the Task Order No. AID-306-TO-12-00002 awarded December 16th, 2011, provides Off-budget Technical Assistance through Advanced Engineering Associates International, Inc. (AEAI) to serve as a technical and financial advisor to the Ministry of Mines (MoM) for the Sheberghan Gas Development Project (SGDP). That support also includes quality assurance/quality control (QA/QC) for the \$ (financial information omitted) On-budget funding for SGGA: Phase I Sheberghan Gas Field Development (SGFD-I) and Phase II Construction of a Gas Processing Plant.

The proper performance of the SDGP work requires a coordinated effort with the applicable GIRoA stakeholders, which is proposed to be formalized in the proposed organizations with the generic title of Project Management Unit (PMU). There will likely be three separate groups, one each for MoM, DABS, and MEW.

The MoM PMU has the role to manage daily operations and set priorities to meet the SGDP's goals and requires a dedicated support group, proposed as PMU's during both Phases I and II. The planned PMUs will be responsible for coordinating daily activities as well as providing information and requested guidance to the Ministry of Mines' special Monitoring, Evaluation, and Reporting Committee, the donors, and other stakeholders on all aspects of Sheberghan gas and related infrastructure projects. The PMUs for DABS and MEW will have similar responsibilities of providing information and requested guidance to their senior management, donors and other stakeholders. Additionally, all three PMUs should have key roles in the capacity building effort.

The Project Management Unit (PMU) has been renamed by MoM and assumed the same name for DABS's and MEW's as to Sheberghan Project Management Team (SPMT).

This report Deliverable is 1-10 PMU Agreements with MoM, DABS and MEW, includes the Drafts of the three agreements that have been submitted and presented to each of these entities and discussed during different meetings, the current status is:

MoM:

DABS: They had expressed their concerns about having SGGA supporting salaries or compensations to the member of the team.

MEW: The Policy Director presented their comments to the document and currently the signature version is pending to receive the Deputy Minister comments.

2 Sheberghan Project Management Team Agreement with MoM

Agreement
for the Formation and Operation
of a Project Management Team for the
Sheberghan Gas Development Program (SGDP)

Between

The Ministry Of Mines of the Government of the Islamic Republic Of Afghanistan;
Afghan Gas Enterprise;
The Oil & Gas Survey;

And

Sheberghan Gas Generation Activity (SGGA)

1. This agreement (the "Agreement") is made by the following organizations: the Ministry of Mines of the Islamic Republic Of Afghanistan ("Ministry"); Afghan Gas Enterprise ("Afghan Gas"); the Oil & Gas Survey ("O&GS"); and the Sheberghan Gas Generation Activity, ("SGGA"), collectively, the Parties, to confirm the commitment of each of them to cooperate to develop and operate the components of the Sheberghan Gas Development Program ("SGDP") on a commercially viable and sustainable basis.
2. The Sheberghan Gas Development Program ("SGDP"), includes a) the re-entry and work-over of the #3 and #9 wells in the Bashikurd Field, Jawjzan Province; b) drilling replacement wells for the Bashikurd #2 and the Juma #2 (Juma Field, Jawjzan Province; c) the construction of a gas gathering system for the Juma/Bashikurd Fields, including gas separation, to deliver the produced a gas processing plant; d) the construction of a gas processing plant to deliver fuel quality gas; and e) providing other infrastructure and equipment necessary for construction and operation of the above facilities.
3. The two overall objectives of the SGDP and SGGA are to support the re-establishment of the Afghan natural gas industry and to assist to confirm adequate gas reserves in the Juma/Bashikurd Field to provide fuel for a 200 MW thermal power plant near Sheberghan, Jawjzan Province, proposed to be built by private investors and the United States Overseas Private Investment Corporation. Power generated is expected to be purchased by Da Afghanistan Breshna Sherkat. SGDP and SGGA are principally funded by the United States Agency for International Development ("USAID").
4. The Parties agree that the most effective way of coordinating their work on the SGDP is through the creation of a project management team (PMT) composed of appropriately skilled and experienced staff designated by each Party. Accordingly, the Parties hereby agree to create the PMT. The tasks of the PMT include: (a) serving as a point of coordination among the Parties for the most effective use of the Parties' resources for the SGDP, (b) monitoring project progress, (c) identifying problems, potential problems, and risks in SGDP implementation and making recommendations for improving SGDP's performance, and (d) providing timely information on SGDP's progress on project progress to other ministries and agencies of the Government, USAID, and the developers and financiers of the power plant. Elaboration of the specific tasks agreed upon is set out in the attached Appendix A.
5. The Parties agree that the effectiveness of the PMT depends on the commitment of each Party to designate qualified individuals, each with sufficient time and support to contribute to the work of the PMT. Pursuant to this agreement, the Parties have designated the persons named in Appendix A to serve as their representatives on the PMT. The Parties further agree to designate persons of similar skills, time, and support to (a) serve as alternate representatives in the event that the original designees are unable to attend meetings or otherwise are temporarily not available to perform their PMT duties, and (b) to promptly replace their PMT duties with persons of similar skill, time, and support should the original representatives are unable to serve..
6. The Parties agree that the full PMT will meet not less frequently than once every two weeks, and that the PMT Director may appoint committees to address specific matters, such as engineering problems, document preparation, economic issues, or similar matters. The PMT shall assure that committees have adequate support staff to perform their assigned tasks and that committees meet sufficiently promptly and often to accomplish their assigned tasks within the shortest possible time. The Parties will use their best efforts to see that their representatives attend meetings of the PMT and its committees regularly, and that an alternate representative, with full power to act, attends if the representative is not able to do so.
7. The Parties acknowledge that all activities and undertakings of the PMT are by law constrained by the funding made available to the Parties through their various funding mechanisms such as the national budgets of their respective governments and through funds provided by donors, and that limitation of funds may constrain or prevent the implementation of activities and projects of the

PMT and the Parties with respect SGFP and SGGA, such as supporting capacity building and infrastructure development.

8. The Parties may amend or modify this Agreement by unanimous written consent, provided that any Party may replace the individual representative named in Appendix A at its sole discretion.
9. This Agreement shall be effective on the date on which it is executed by the last Party to sign, and continue until December 20, 2014 (the currently planned end date of SGGA involvement with the project activities identified in Paragraph 2, above) unless extended or terminated by the written agreement of all of the Parties. Any Party may terminate its participation in this Agreement, in whole or in part, by giving thirty days' prior written notice to each of the other Parties. In the event of partial termination, such notice should specifically indicate what part of this Agreement is being terminated.

Agreed by the Parties, respectively, on the date of their signing, as indicated below:

Ministry of Mines of the Government
of the Islamic Republic of Afghanistan,
Afghan Gas Enterprise, and the Oil and
Gas Survey

H.E. Wahidullah Shahrani
Minister of Mines of the Government
Islamic Republic of Afghanistan

Date: _____

Sheberghan Gas Generation Activity

Ernest Gerloff
Chief of Party

Date: _____

2.1 Appendix A: Initial Representatives, PMT

No.	Position	Status	Name	Source
1	SPMT Director	Full - Afghan	Jalil Jumriany	MOM DG
2	Project Manager	Full - Afghan	Eng. Zamir	MoM
3	SPMT Deputy Director	Full - Afghan	Sher Rahman	SGGA
4	Chief Engineer	Full - Afghan	Eng. Zalmai	SGGA
5	Legal and Regulatory Specialist (Short-Term)	Part - Expat	Stroud Kelley	SGGA
6	Legal and Regulatory Specialist (Long-Term)	Full - Afghan	Sayeed Hashemi	MoM
7	Legal and Regulatory (Apprentice # 1)	Full - Afghan	Hashemi's new team members	MoM
8	Legal and Regulatory (Apprentice # 2)	Full - Afghan	Hashemi's new team members	MoM
9	Commercial and Financial Specialist (Short-Term)	Part - Expat	Michael Scholder	SGGA
10	Commercial & Financial Specialist (Long-Term)	Full - Afghan	TBD	MoM
11	Upstream Petroleum Engineer (Short-Term)	Part - Expat	Scott Seeby	SGGA
12	Midstream Petroleum Engineer (Short-Term)	Part - Expat	Dan Brockway	SGGA
13	Engineer # 1	Full - Afghan	TBD	AGE
14	Engineer # 2 (Intern/Trainee)	Full - Afghan	TBD	AGE
15	Gas Processing Plant Specialist	Full - Afghan	TBD	AGE
16	Gas Processing Plant Specialist (Intern/Trainee)	Full - Afghan	TBD	AGE
17	Well Drilling and Testing Engineer	Full - Afghan	Big Nazaar	SGGA
18	Well Drilling Engineer	Full-Afghan	Eng Habibullah Mokhlis	SGGA
19	Geologist	Full-Afghan	Wahid Qayam	SGGA
20	Engineer # 4 (Intern/Trainee)	Full-Afghan	TBD	O&GS
21	Well Drilling Engineer	Full-Afghan	TBD	O&GS

No.	Position	Status	Name	Source
22	Well Maintenance Engineer	Full-Afghan	TBD	O&GS
23	Well Maintenance Engineer (Intern/Trainee)	Full -Afghan	TBD	O&GS
24	Procurement Specialist (Short-Term)	Part - Expat	Wayne Register	SGGA
25	Procurement Specialist - Administration	Full - Afghan	Shaista Labib	SGGA

2.2 Appendix B: PMT Objectives and Tasks

The following objectives and general tasks agreed to be carried out by the PMT shall be supplemented by specific activities and projects as agreed from time to time.

1. Information gathering and dissemination: The PMT will serve as an information and data gathering center within their respective organizations, for other entities of The Government of the Islamic Republic of Afghanistan ("Government"), and for other organizations and institutions with a substantive interest in the SGDP and the development of the proposed power plant and related facilities, and/or other proposed gas development and use in northern Afghanistan.
2. Providing timely and accurate information to the Ministry personnel charged with the management and oversight of various project elements, and providing any requested advice to the Ministry.
3. Consultation and coordination: The PMT will act to coordinate activities of the Parties and interested entities related to the development of the Juma/Bashikurd Fields such as identification of critical infrastructure issues, funding gaps, and project risks, and effective responses as needed;
4. Capacity building: The PMT will integrate capacity building efforts into all facets of the project's work, including working with SGGA staff to:
 - a. recruit local staff for the work involved in each project component
 - b. seek to meet the goal of placing Afghan nationals in all SGGA staff positions within two years,
 - c. develop SGGA training programs for Afghan national staff, 4) assure that the SGDP can be full operated and expanded by Afghan national staff on a commercially viable and sustainable basis.
5. Assist in assessing the need for, and, if needed, the selection of continued, focused technical assistance and/or external consulting services in the ongoing operation of gas production, processing, and/or transmission
6. Assuring that the Afghan parties to gas sales, gas processing, and power purchase agreements likely to be involved in the full realization of the SGDP and power plant projects are fully prepared to plan for, analyze, and negotiate such agreements, and, further, to arrange for needed external professional support and advice.

3 Sheberghan Project Management Team Agreement with DABS

Agreement
for the Formation and Operation
of a Project Management Team for the
Sheberghan Gas Development Program (SGDP)

Between

Da Afghanistan Breshna Sherkat (DABS)

And

Sheberghan Gas Generation Activity (SGGA)

1. This agreement (the "Agreement") is made by: DA AFGHANISTAN BRESHNA SHERKAT (DABS) and the Sheberghan Gas Generation Activity, ("SGGA"), collectively, the Parties, to confirm the commitment of each of them to cooperate to develop the components of the Sheberghan Gas Development Program ("SGDP") related to attract private investment for the installation and operation of a proposed 200 MW thermal power plant.
2. The two overall objectives of the SGDP and SGGA are to support the re-establishment of the Afghan natural gas industry and to assist to confirm adequate gas reserves in the Juma/Bashikurd Field to provide fuel for a 200 MW thermal power plant near Sheberghan, Jawzjan Province, proposed to be built by private investors and the United States Overseas Private Investment Corporation. Power generated is expected to be purchased by Da Afghanistan Breshna Sherkat. SGDP and SGGA are principally funded by the United States Agency for International Development ("USAID").
3. The Parties agree that the most effective way of coordinating their work on the SGDP is through the creation of a Project Management Team (PMT) composed of appropriately skilled and experienced staff designated by each Party. Accordingly, the Parties hereby agree to create the PMT. The tasks of the PMT include: (a) supporting the capacity building effort; (b) serving as a point of coordination among the Parties for the most effective use of the Parties' resources for the SGDP, (c) monitoring project progress, (d) identifying problems, potential problems, and risks in SGDP implementation and making recommendations for improving SGDP's performance, and (e) providing timely information on SGDP's progress on project progress to other agencies of the Government, USAID, and the developers and financiers of the proposed 200 MW thermal power plant. Elaboration of the specific tasks agreed upon is set out in the attached Appendix A. More detail of PMT objectives and tasks is in attached Appendix B.
4. The Parties agree that the effectiveness of the PMT depends on the commitment of each Party to designate qualified individuals, each with sufficient time and support to contribute to the work of the PMT. Pursuant to this agreement, the Parties have designated the persons named in Appendix A to serve as their representatives on the PMT. The Parties further agree to designate persons of similar skills, time, and support to (a) serve as alternate representatives in the event that the original designees are unable to attend meetings or otherwise are temporarily not available to perform their PMT duties, and (b) to promptly replace their PMT duties with persons of similar skill, time, and support should the original representatives are unable to serve..
5. The Parties agree that the full PMT will meet not less frequently than once every two weeks, and that the PMT Director may appoint committees to address specific matters, such as capacity building, document preparation transmission expansion plan, commercialization, power purchasing price, among others. The PMT shall assure that committees have adequate support staff to perform their assigned tasks and that committees meet sufficiently promptly and often to accomplish their assigned tasks within the shortest possible time. The Parties will use their best efforts to see that their representatives attend meetings of the PMT and its committees regularly, and that an alternate representative, with full power to act, attends if the representative is not able to do so.
6. The Parties acknowledge that all activities and undertakings of the PMT are constrained by the funding made available to the Parties through their various funding on the part of DABS or by appropriated funds available to SGGA through USAID, and that limitation of funds may constrain or prevent the implementation of activities and projects of the PMT and the Parties with respect SGFP and SGGA, such as supporting capacity building and infrastructure development.
7. The Parties may amend or modify this Agreement by unanimous written consent, provided that any Party may replace the individual representative named in Appendix A at its sole discretion.
8. This Agreement shall be effective on the date on which it is executed by the last Party to sign, and continue until December 20, 2014 (the currently planned end date of SGGA involvement with the project activities) unless extended or terminated by the written agreement of all of the Parties.

Any Party may terminate its participation in this Agreement, in whole or in part, by giving thirty days' prior written notice to each of the other Parties. In the event of partial termination, such notice should specifically indicate what part of this Agreement is being terminated.

Agreed by the Parties, respectively, on the date of their signing, as indicated below:

Da Afghanistan Breshna Sherkat (DABS)

Mr. Abdul Razaq Samadi
Chief Executive Officer

Date: _____

Sheberghan Gas Generation Activity

Ernest Gerloff
Chief of Party

Date: _____

3.1 Appendix A: Initial Representatives, PMT

No	Position	Status	Name	Source
1	SPMT Director	Full – Afghan		DABS
2	Project Manager	Full – Afghan		DABS
3	SPMT Deputy Director	Full – Afghan	Ana Moncada	SGGA
4	Legal and Regulatory Specialist (Short-Term)	Part – Expat	Stroud Kelley	SGGA
5	Commercial and Financial Specialist (Short-Term)	Part – Expat	Michael Scholder	SGGA
6	Commercial Specialist (Long-Term)	Full - Afghan		DABS
7	Financial Specialist (Long-Term)	Full - Afghan–		DABS
8	Capacity Building Coordinator	Full Afghan–		DABS
9	Deputy Capacity Building Coordinator	Full - Afghan		DABS

3.2 Appendix B: PMT Objectives and Tasks

The following objectives and general tasks agreed to be carried out by the PMT shall be supplemented by specific activities and projects as agreed from time to time.

1. Information gathering and dissemination: The PMT will serve as an information and data gathering center within their respective *organizations*, for other entities of The Government of the Islamic Republic of Afghanistan ("Government"), USAID, the developers and financiers of the proposed 200 MW thermal power plant and for other organizations and institutions regarding the technical, financial and commercialization aspects for the delivery of electricity from the IPP's facility utilizing gas from the Sheberghan gas fields and associated projects.
2. Consultation and coordination: The PMT will act to coordinate activities of the Parties and interested entities related to the negotiation with the IPP to achieve the final objective to deliver power from the thermal power plant to DABS, including identification of critical infrastructure issues, funding gaps, and project risks, coordinating an effective response;
3. Capacity building: The PMT will integrate capacity building efforts into all facets of the project's work, including working with SGGA staff to identify local staff for the work involved in this project and develop SGGA training programs for Afghan national staff
4. To assure that the Afghan Parties involved in this Agreement are fully prepared to plan, analyze, and negotiate the contracts related to the full realization of the proposed 200 MW thermal power plant on a commercially, technically, and financially viable and sustainable basis.

4 Sheberghan Project Management Team Agreement with MEW

Agreement
for the Formation and Operation
of a Project Management Team for the
Sheberghan Gas Development Program (SGDP)
(With MEW Policy Director Comments)

Between

Ministry of Energy and Water (MEW)

And

Sheberghan Gas Generation Activity (SGGA)

1. This agreement (the "Agreement") is made by: Ministry of Energy and Water (MEW) and the Sheberghan Gas Generation Activity, ("SGGA"), collectively, the Parties, to confirm the commitment of each of them to cooperate to develop the components of the Sheberghan Gas Development Program ("SGDP") related to attract private investment for the installation and operation of a proposed 200 MW thermal power plant.
2. The two overall objectives of the SGDP and SGGA are to support the re-establishment of the Afghan natural gas industry and to assist to confirm adequate gas reserves in the Juma/Bashikurd Field to provide fuel for a 200 MW thermal power plant near Sheberghan, Jawzjan Province, proposed to be built by private investors and the United States Overseas Private Investment Corporation. Power generated is expected to be purchased by Da Afghanistan Breshna Sherkat and to be regulated by Ministry of Energy and Water. SGDP and SGGA are principally funded by the United States Agency for International Development ("USAID").
3. The Parties agree that the most effective way of coordinating their work on the SGDP is through the creation of a Project Management Team (PMT) composed of appropriately skilled and experienced staff designated by each Party. Accordingly, the Parties hereby agree to create the PMT. The tasks of the PMT include: (a) supporting the capacity building effort; (b) serving as a point of coordination among the Parties for the most effective use of the Parties' resources for the SGDP, (c) monitoring project progress, (d) identifying problems, potential problems, and risks in SGDP implementation and making recommendations for improving SGDP's performance, and (e) providing timely information on SGDP's progress on project progress to other agencies of the Government, USAID, and the developers and financiers of the proposed 200 MW thermal power plant. Elaboration of the specific tasks agreed upon is set out in the attached Appendix A. More detail of PMT objectives and tasks is in attached Appendix B.
4. The Parties agree that the effectiveness of the PMT depends on the commitment of each Party to designate qualified individuals, each with sufficient time and support to contribute to the work of the PMT. Pursuant to this agreement, the Parties have designated the persons named in Appendix A to serve as their representatives on the PMT. The Parties further agree to designate persons of similar skills, time, and support to (a) serve as alternate representatives in the event that the original designees are unable to attend meetings or otherwise are temporarily not available to perform their PMT duties, and (b) to promptly replace their PMT duties with persons of similar skill, time, and support should the original representatives are unable to serve..
5. The Parties agree that the full PMT will meet not less frequently than once every two weeks, and that the PMT Director may appoint committees to address specific matters, such as capacity building, document preparation, policies and regulations to attract private investors, transmission and generation expansion plan, among others. The PMT shall assure that committees have adequate support staff to perform their assigned tasks and that committees meet sufficiently promptly and often to accomplish their assigned tasks within the shortest possible time. The Parties will use their best efforts to see that their representatives attend meetings of the PMT and its committees regularly, and that an alternate representative, with full power to act, attends if the representative is not able to do so.
6. The Parties acknowledge that all activities and undertakings of the PMT are constrained by the funding made available to the Parties through their various funding on the part of MEW or by appropriated funds available to SGGA through USAID, and that limitation of funds may constrain or prevent the implementation of activities and projects of the PMT and the Parties with respect SGFP and SGGA, such as supporting capacity building and infrastructure development.
7. The Parties may amend or modify this Agreement by unanimous written consent, provided that any Party may replace the individual representative named in Appendix A at its sole discretion.
8. This Agreement shall be effective on the date on which it is executed by the last Party to sign, and continue until December 20, 2014 (the currently planned end date of SGGA involvement with the project activities) unless extended or terminated by the written agreement of all of the Parties.

Any Party may terminate its participation in this Agreement, in whole or in part, by giving thirty days' prior written notice to each of the other Parties. In the event of partial termination, such notice should specifically indicate what part of this Agreement is being terminated.

Agreed by the Parties, respectively, on the date of their signing, as indicated below:

Ministry of Energy and Water (MEW)

Eng. Ghulam Faruq Qazizada

Deputy Minister, Ministry of Energy and Water (MEW)

Date: _____

Sheberghan Gas Generation Activity

Ernest Gerloff

Chief of Party

Date: _____

4.1 Appendix A: Initial Representatives, PMT

No	Position	Status	Name	Source
1	SPMT Director	Full – Afghan		MEW
2	Project Manager	Full – Afghan		MEW
3	SPMT Deputy Director	Full – Afghan	Ana Moncada	SGGA
4	Legal and Regulatory Specialist (Short-Term)	Part – Expat	Stroud Kelley	SGGA
5	Commercial and Financial Specialist (Short-Term)	Part – Expat	Michael Scholder	SGGA
6	Policy and Regulatory Specialist 1 (Long-Term)	Full - Afghan		MEW
7	Policy and Regulatory Specialist 2 (Long-Term)	Full - Afghan–		MEW
8	Capacity Building Coordinator	Full Afghan–		MEW
9	Deputy Capacity Building Coordinator	Full - Afghan		MEW

4.2 Appendix B: PMT Objectives and Tasks

The following objectives and general tasks agreed to be carried out by the PMT shall be supplemented by specific activities and projects as agreed from time to time.

1. Information gathering and dissemination: The PMT will serve as an information and data gathering center within their respective *organizations*, for other entities of The Government of the Islamic Republic of Afghanistan ("Government"), USAID, the developers and financiers of the proposed 200 MW thermal power plant and for other organizations and institutions regarding the technical, financial and commercialization aspects for the delivery of electricity from the IPP's facility utilizing gas from the Sheberghan gas fields and associated projects.
2. Consultation and coordination: The PMT will act to coordinate activities of the Parties and interested entities related to attract private investors to achieve the final objective to deliver power from the thermal power plant to DABS, including policies and regulations, identification of critical infrastructure issues, funding gaps, and project risks, coordinating an effective response;
3. Capacity building: The PMT will integrate capacity building efforts into all facets of the project's work, including working with SGGA staff to identify local staff for the work involved in this project and develop SGGA training programs for Afghan national staff.

To assure that the Afghan Parties involved in this Agreement are fully prepared to develop and institutionalize policy and regulatory structure to support private investment in generation on a commercially, technically, and financially viable and sustainable basis.