

9

Wednesday – 15 October 2003

CPA South East

WR AM 017 AMARAH Prison
Al Amarah, Iraq

Grid Coordinates QA 02538 21371

MAJ [REDACTED]

Potential 800 Bed Facility - \$613,813

CONTACT: [REDACTED]

Thursday – 16 October 2003

CPA South

FEST – A WR #59
An Nasiriyah, Iraq

Grid Coordinates PV 227 407

Potential 700 Bed Facility - \$400,000

CONTACT: [REDACTED]

[REDACTED] (DSN)
[REDACTED] (DSN)

Talil

05375

Please file Kan Ban Saad

Copy



*For your information
File
Hand Carried regu
at 1000 hrs today*

ACTION MEMORANDUM

TO: CPA Engineer Support Team (FEST TEAM)

**FROM: [Redacted] Department of Prisons
Ministry of Justice, 914 360-6582**



SUBJECT: Cost Assessment for Rebuilding Kan Ban'I Saad Prison

**Reference: Kanbani Saad Prison
MC 565136 / MC 568119**

Actions have been on-going to move Arab squatters from the Kanban'I Saad prison site since May 27, 2003. This action has been approved by Ambassador Bremer. Every day the action was delayed, it was anticipated that the cost of renovations of the existing two prison compounds would increase. **On August 30th, the military will complete the relocation of the two Arab tribes from the prison site. A security force will be relocated to this site to provide security and insure that other squatters cannot move back into the site.** The Kanban'I Saad prison site is the primary location for rebuilding the Iraqi prison system to fully support the future criminal justice system and replace the former controversial Abu Ghraib Prison within a two to three year timeframe.

It is requested that the CPA Engineers FEST team complete a thorough cost assessment to determine what is needed to rebuild the two Kanbani Saad prison compounds that were completed and in operation prior to hostilities on or about September 1st.

Based on the FEST Team assessment the Ministry of Justice Prison Department will submit an emergency funding request to renovate and replace the previous two prison compounds. Your assessment should include providing safe secure cell housing with supporting latrine and shower facilities, secure doors, windows with unbreakable glass, an alternate generator power source to provide adequate power to all facilities, a kitchen food preparation area, a medical infirmary area and administrative space staff operations. Additionally, each compound must have a secure outer perimeter wall and perimeter lighting.

APPROVE___ DISAPPROVE___ APPROVE WITH MODIFICATION___

Coordinated:

[Redacted] Department of Prisons, [Redacted], 1000 hrs, 28 Aug 2003



COALITION PROVISIONAL AUTHORITY – SOUTH

PROJECT SUMMARY NUMBER:

A: KEY PROJECT DETAILS:

A1: PROJECT

SECTOR:	Muthanna Province
PROJECT TITLE:	As Samawah Central Jail/Prison Facility
PROJECT ACTION OFFICER:	ILT [REDACTED]
PLANNED START DATE:	As soon as contract is signed.
URGENCY TO SECTOR: (High, Routine, Low)	
TIMEFRAME REQUIRED:	35 to 45 Days for company to construct.
EXPECTED DURATION:	45 Days from project commencement.
ESTIMATED TOTAL COST:	\$37,857.00
FUNDING SOURCE (PROPOSED):	

A2: PROJECT LOCATION:

1. GOVERNORATE	Mark 'x' as appropriate	2. AREA9	Mark 'x' as appropriate
- BASRAH		- URBAN	X
- MISSAN		- RURAL	
- MUTHANNA	X	- MIXED	
- DHI QAR		- NOT DEFINED	

A3: THEMATIC MARKERS:

	Mark 'x' against all relevant categories
- Labour intensive (cash for work)	X
- Labour intensive (food for work)	
- Repair Parts intensive	X
- Government Capacity Building	X
- Gender Issues	

B: IMPLEMENTING AGENCY DETAILS:

B1: Name	Samawah Police Authority
B2: Contact Details	LTC [REDACTED]
B3: Type of Organization:	Mark 'x' as appropriate: And note any other relevant details
- Military	
- Govt. Dept. / State Enterprise	X
- United Nations Agency	
- NGO	
- National Commercial Company	X
- Foreign Commercial Company	

C: PROJECT RATIONAL AND PARTNERSHIPS; OUTCOMES; OUTPUTS; ACTIVITIES; INPUTS AND BUDGET:

C1: PROJECT RATIONAL: Please provide clear statement of problem that the project is intended to address:	Security, safety, protection, and safe treatment of both the As Samawah populace and criminals.
C2: PARTNERSHIPS: Please indicate principal partners, if any, involved in project.	Contracting agent (LT <input type="checkbox"/> 744 th MP BN, Tallil AB
C3: TARGET GROUP: Please indicate the most likely recipient of the goods &/or services provides.	Incarcerated person(s) that have been placed there by the Court System.
C4: GENDER, CAPACITY BUILDING: Indicate how these issues are addressed. If at all.	Certain cells can be classed as holding for certain gender(s) with separate holding cells to choose from Additional detention space will be available when renovation is complete.
C5: SUSTAINABILITY: Please indicate to what degree sustainability issues have been considered.	<ul style="list-style-type: none"> • Closest short-term facility is 3 hours away. • Present local jail can only house 50 criminals for 15 days.
C6: PERFORMANCE MONITORING PLANNED & ACCOUNTABILITY CHECK: Indicate steps being taken to monitor performance and assure process seen as fair and equitable.	This unit will provide a weekly progress report of ongoing renovation.
C7: RISK ASSESSMENT: Please provide a statement concluding the key risk factor to all participants.	If facility is not built, the closest long term holding area is three hours away.

C8: OUTCOMES, OUTPUTS, INPUTS & ACTIVITIES:	
- Intended Outcomes:	<ul style="list-style-type: none"> • Long term holding facility for Muthanna province • Safe & Humane long term detention facility
- Intended Outputs:	<ul style="list-style-type: none"> • Reconstitute criminals safely back into the public • Maintain short-term criminals until released or held in long term holding rooms.
- Activities Planned:	<ul style="list-style-type: none"> • Renovation of presented site 45 days. • Occupations by security force: Current. • Placed into operation: Currently in Operation.
- Inputs Required – to achieve Activities/ Outputs: Please also indicate numbers of local workforce to be involved in project; and whether skilled or not.	The work force and company will be locally obtained. The role of any outside agency will be to check progress on work.
- Use of existing structures & facilities: Please indicate where, what and whether agreement received.	Current building located at NV27406485, current jail facility.

C9: PROJECT TASKS: Use available space (or attach) to detail the disbursement of funds. Consider labour, material, equipment, transportation, communication, and administrative & other costs. If a multi-agency project, state the OCPA-S% share of the contribution.	This work will be completed by one or more agencies with the following breakdown: (see memo outlining detailed scope of work) <ol style="list-style-type: none"> 1. Admin/Operational Area Upgrade. 2. Roof Material Replacement 3. Structural Repairs. 4. Repair/Rebuild existing wall. 5. Time to complete: 35-45 days. TOTAL COST: Admin/Operational area: <u>\$28.6k</u> Roof Repair: <u>\$4,800.00</u> Wall Replacement: <u>\$4,500.00</u>
C10: RATIONAL FOR SINGLE OR MULTIPLE SOURCE (CONTRACTING BIDS)	Invited bid process.
C11: BUDGET REVIEWED BY:	ILT <input type="text"/> CPT <input type="text"/> Civil Affairs, As Samawah City Council.

Please file Badush Prison

File Copy

BADUSH PRISON RECONSTRUCTION PROPOSAL

Project Sponsor – This assessment was requested by CPT [REDACTED], Engineer LNO for OCPA-North.

Objective – This assessment will identify the actions necessary and the cost required to return the Badush Prison to full operation.

Location – 38S LF 17782 29916 (MGRS).

Estimated Cost - \$2,900,000 (US)

Background – Badush Prison is a regional facility for convicted criminals. The complex is large (approximately 1 km X 1.5 km) and is comprised of many buildings within three distinct complexes plus housing for the large guard staff. The facility was looted and vandalized, including localized burning, subsequent to the end of hostilities. A previous assessment exists for "Compound C" and work on that area is scheduled to be underway in the immediate future. The complex also has a new sewage treatment facility on the site but it has never been operational. Aerial photography is available at one-meter resolution.

Observations – The team visited Badush Prison on 2 and 3 June 2003. The portion we assessed includes Compounds A and B, a total of 37 buildings. Although we were able to speak informally with a guard from the facility, the management of the prison was not available for discussion. The complex was totally absent office furniture (desks, chairs, etc.) and any normal office equipment (telephones, file cabinets, etc.). All files were either burned or strewn among the debris left by the vandals and looters. There were no beds for residents. The effort was so complete that it is not possible to determine the scope or volume of contents in the buildings prior to the looting, nor was it possible to estimate the number of residents with any degree of accuracy. The kitchen and prison hospital were both totally stripped of equipment and contents. Looting of the facility was complete in all regards. Electrical and mechanical equipment that was mobile in any sense of the term had been removed or destroyed in place. Fires in the complex were localized and did not appear to have caused structural damage to the facilities. All 20 guard towers were totally gutted – all glass, electrical and mechanical equipment, doors, window frames, etc. – with only the concrete structures left. Six panels of exterior prison wall have been breached and will require replacement to return integrity to the security of the facility. Several columns comprising the frame structure supporting the mosque roof in Compound A exhibit distributed cracks on the exterior (tension) side and no cracks on the interior side. This may be expressing an overstress condition of the frame structure. This condition was not noted at the mosque in Compound B. The walls at the entrance of each mosque in Compounds A and B display damage as a result of poor construction technique. In each case the breezeway roof concrete appear to have been placed (poured) up against the mosque outer wall without the benefit of an isolation joint. It appears that summertime heat expansion of the breezeway roof is pressing the block wall panel of the

mosque inwards from the beam-column framing of the mosque and spalling the breezeway roof at the interface. The damage in the mosque of Compound B appears more severe than that of Compound A.

Recommendations – Overall the facility is in relatively good condition. There will be a need for extensive debris removal – both inside and outside the buildings – and a general cleaning of the interiors of all buildings. The buildings in Compound A require painting, but much of Compound B has been painted recently and will not need fresh paint. In office areas throughout the complex there are examples of what appears to be mural art by the residents. That art should be preserved if at all possible. Essentially all electrical fixtures and control panels must be replaced. The wiring throughout the facility is intact and not in need of replacement as it is buried in the walls in conduit. Doors and windows must be replaced at a rate approaching 100% for windows and 50% of the doors. Water closets, routinely destroyed by the vandals, must be replaced. The backup generator in Compound B must be replaced. The exterior security lighting must be replaced to ensure control of residents. The block panel wall at the entrance to the mosque in compound B should be replaced, as well as installing isolation joints of ½" minimum in each breezeway roof. A structural evaluation of the frame supporting the mosque roof in Compound A should be conducted. There appears to be no salvageable office equipment in the facility. A more-detailed breakdown of costs is available in the hard-copy file for the project.

POC – FEST-A North is comprised of [REDACTED]

Cost Estimate Summary

Compound A

1. Architecture	\$ 361,476
2. Structural	\$ 1,200
3. Mechanical	\$ 207,869
4. Electrical	\$ 372,336
5. General-Site	<u>\$ 71,227</u>
Subtotal	\$1,014,107

25% Contingency	<u>\$ 253,527</u>
Subtotal	\$1,267,634
6% S&A	<u>\$ 76,058</u>
Total	<u>\$1,343,692</u>

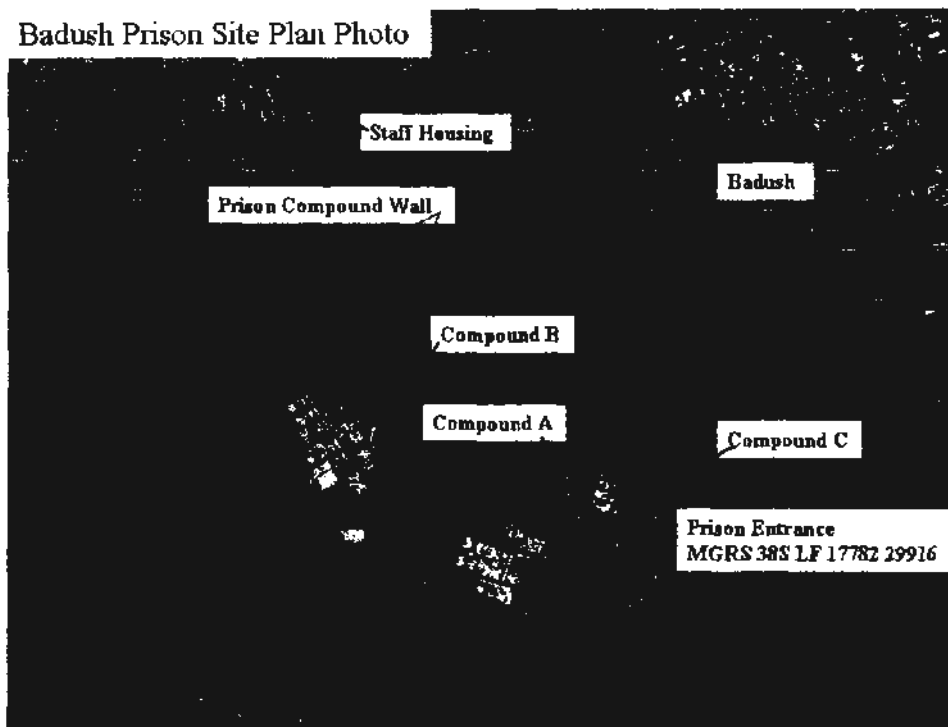
Compound B

1. Architecture	\$ 227,787
2. Structural	\$ 1,440
3. Mechanical	\$ 546,666
4. Electrical	\$ 337,601
5. General-Site	<u>\$ 18,190</u>
Subtotal	\$1,131,684

25% Contingency	<u>\$ 282,921</u>
Subtotal	\$1,414,605
6% S&A	<u>\$ 84,876</u>
Total	<u>\$1,499,481</u>

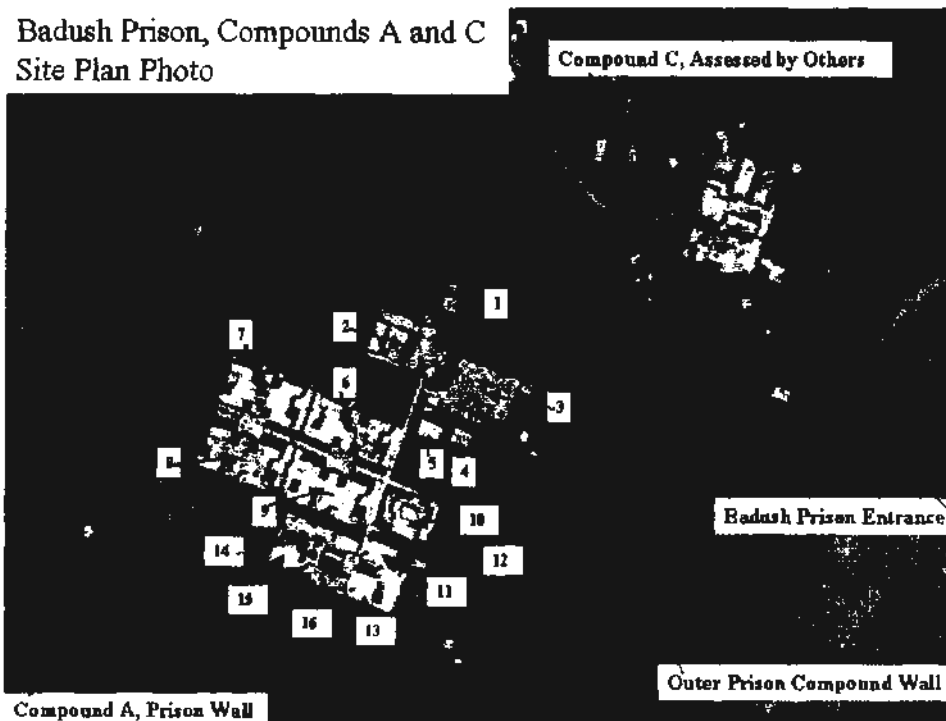
Total for Compound A & B \$2,843,173

Badush Prison Site Plan Photo



Plan 1. Site Plan of Badush Prison based on 1 m satellite image.

Badush Prison, Compounds A and C Site Plan Photo



Plan 2. Site Plan of Compounds A and C based on 1 m satellite image.

Badush Prison, Compound B
Site Plan Photo



Plan 3. Site Plan of Compound B based on 1 m satellite image.



Figure 1. Typical smoke damage, with significant looting debris.



Figure 2. Looted motor control center, Compound B.



Figure 3. Looted diesel generator.

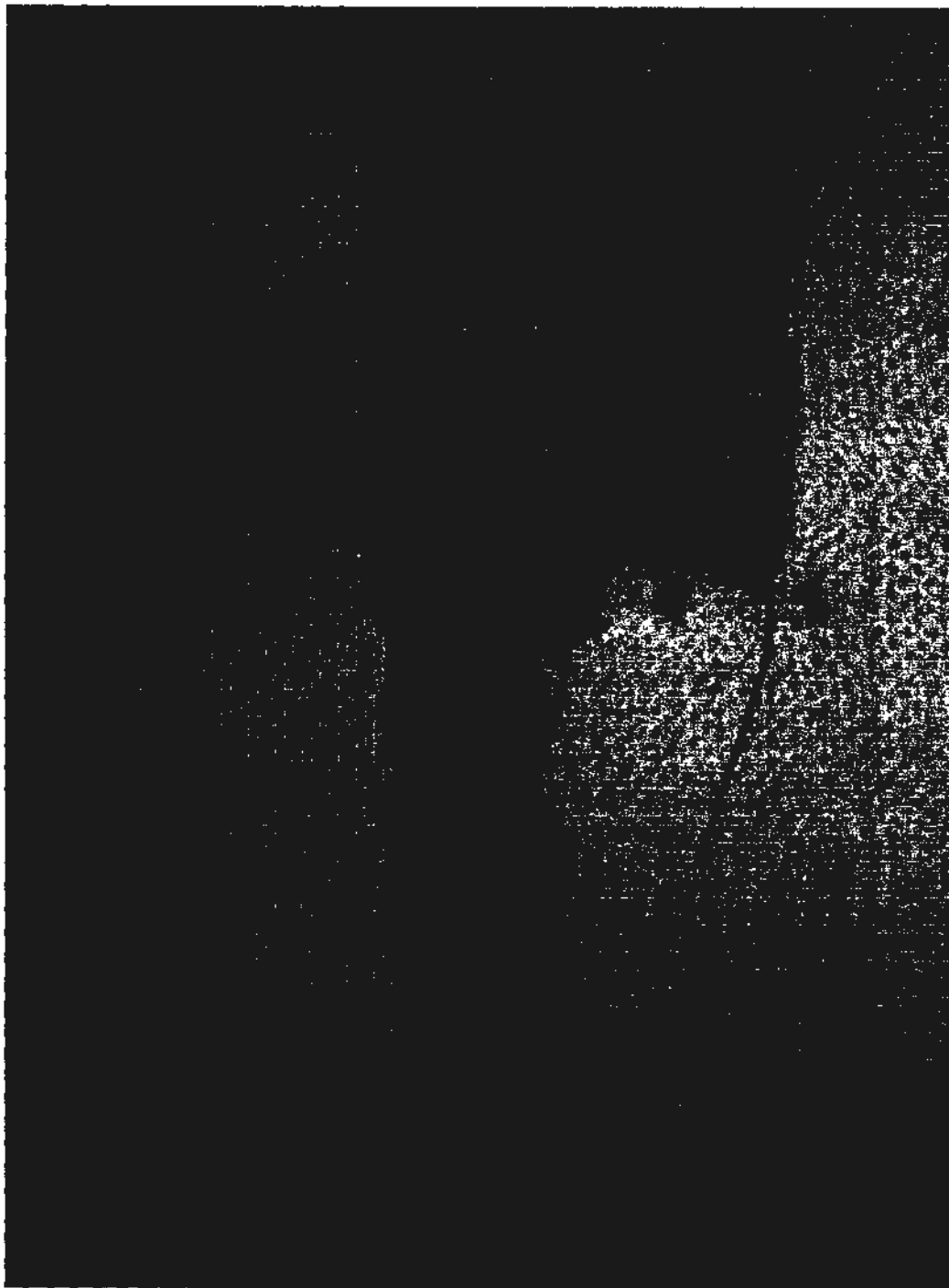


Figure 4. Service panel, wires ripped from wall and panel.

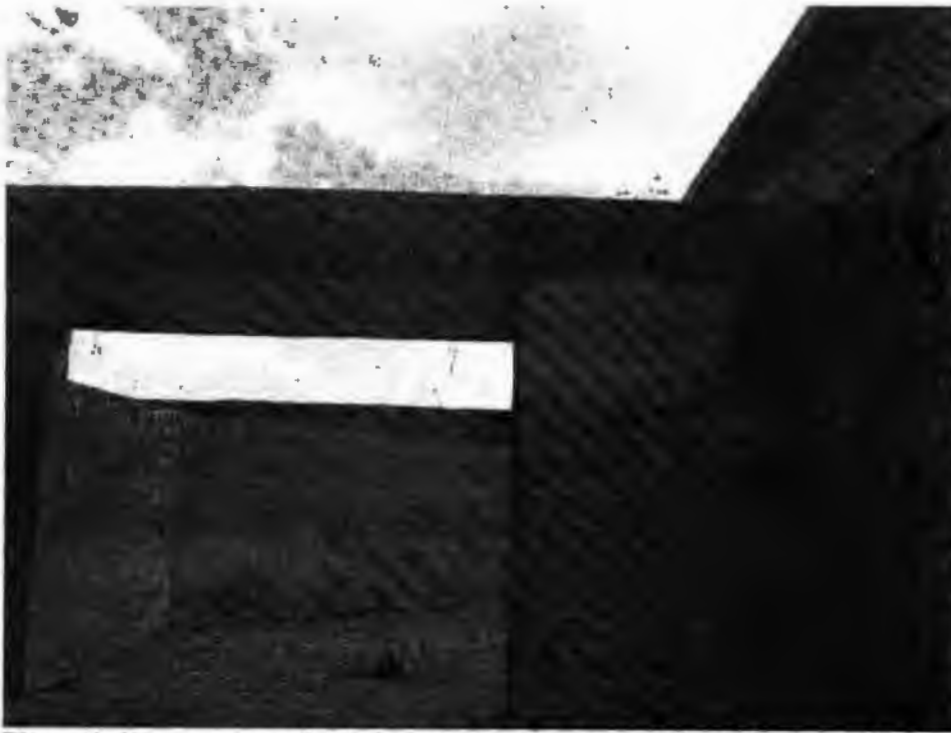


Figure 7. Breezeway roof. Typical construction (no isolation joints) at each Mosque in the compounds. Note the spalling from the breezeway and the mosque wall.

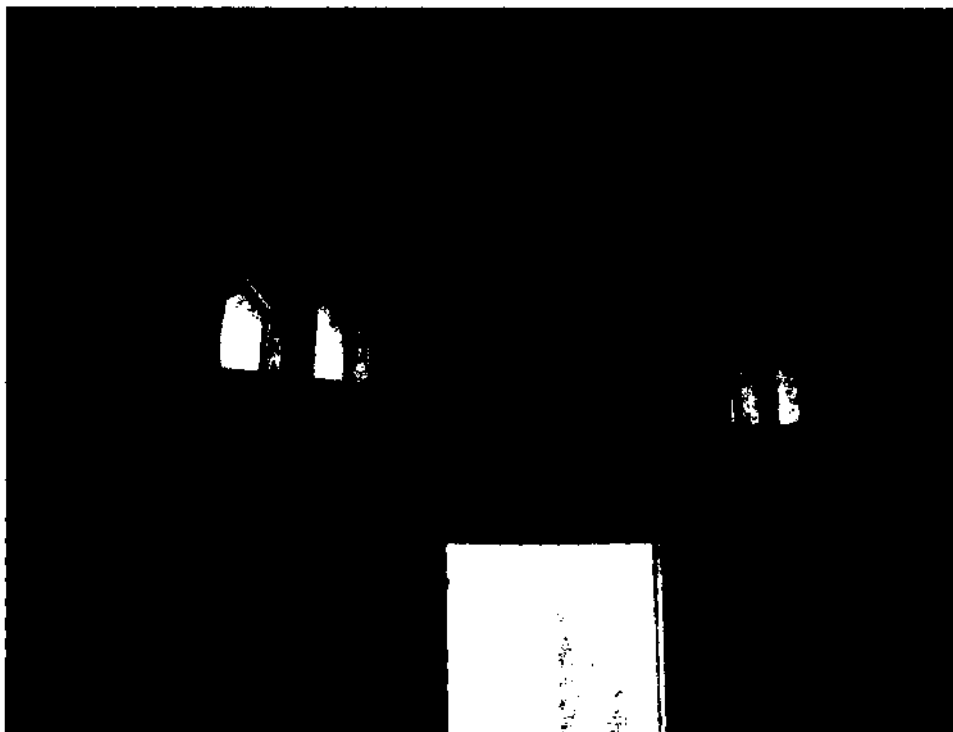


Figure 5. Mosque wall, Compound B. Note large displacement of wall at top. See fig 7.

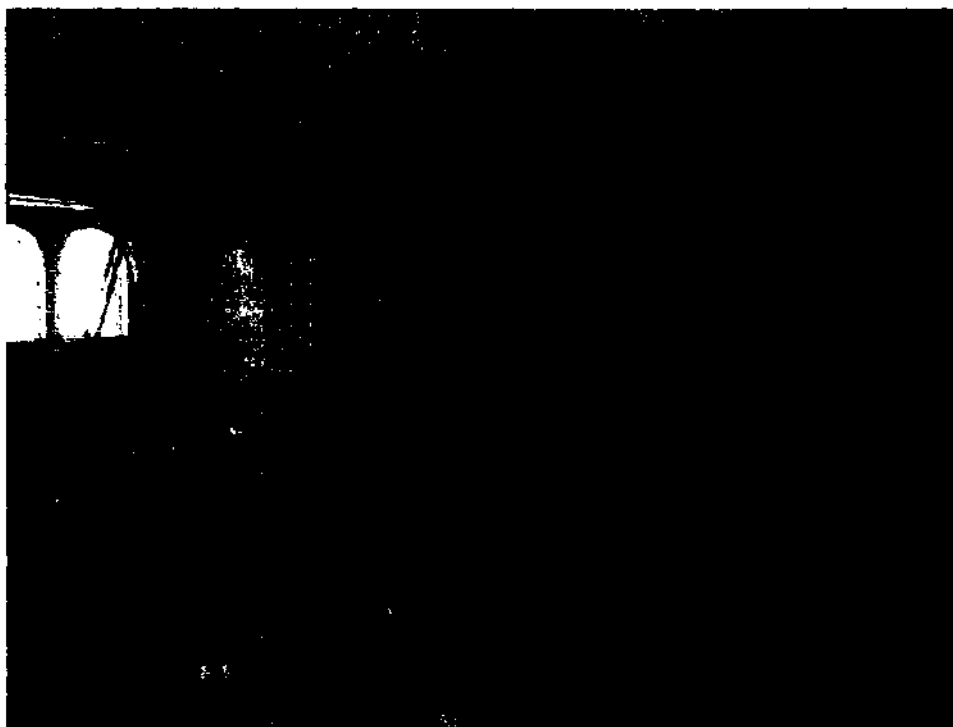


Figure 6. Cafe in Compound A. Note large number of spent batteries in rooms beyond.

Coalition Provisional Authority Air Transportation Request Form
(THIS FORM IS FOR TRAVEL TO MOSUL, KUWAIT, BAGHDAD, AND AL
UDIED)

TO: Air Transportation Coordinator

From: _____

Date of Request: _____

To effectively plan your air transportation requirements a minimum of 72 hours is required. The only exception to this will be for emergency leave situations.

Brief Description of Requirement/Reason for Travel:

Full Names and Ranks of Passengers:

Date Support Requested (NOTE: Please give us at least a 24 hour window to work with and provide the requirement to C-4 72 hours prior to available to load date. Please read the schedule carefully as movement to and from Mosul and Baghdad is not possible every day)

Date you wish to travel: _____
(Must be a Monday, Wednesday, Friday, or Saturday)

Date you wish to return (if this is a round trip) _____

FROM (CIRCLE ONE): **Al Udied** **Kuwait** **Mosul** **Baghdad**

TO (CIRCLE ONE): **Al Udied** **Kuwait** **Mosul** **Baghdad**

POC Name, Phone Number, and E-Mail: _____

Agency Chief Approval: _____
(Regional Director, Ministry Lead, C of S, or equivalent approval required)

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(Must be a Monday, Wednesday, Friday, or Saturday)

Date you wish to return (if this is a round trip) _____

FROM (CIRCLE ONE): Al Udied Kuwait Mosul Baghdad

TO (CIRCLE ONE): Al Udied Kuwait Mosul Baghdad

POC Name, Phone Number, and E-Mail: _____

Agency Chief Approval: _____
(Regional Director, Ministry Lead, C of S, or equivalent approval required)

CJFT-7 Detention Summit Backbrief



Detention Centers/Prisons Quality

Name	Issues
1. Diwaniyah	Shower facilities needed
2. Tasferat	Shower facilities, trash pickup, clothing and maintenance
3. Russafa^	Engineer support for family visitation area, back up generator
4. Al Sahlya	Shower facilities broken, sewage lines clogged, inadequate water supply, hygiene items for detainees
5. Maqual (UK)	CRA Funding Currently established B/OK.
6. Irbil*	Assessment ongoing - will not be CPA funded K. RASHAD
7. Women/Youth*	Assessment ongoing
8. Interim Prison*	Sleeping bunks; infrastructure improvements

* US oversight

^ US operated

As of 19 August 03

Note: US operated and joint operated
requires force protection

CJFT-7 Detention Summit Backbrief



Detention Centers/Prisons

Name	Type	Location	Capacity	Population
1. Diwaniyah	Detention Center	Diwaniyah	250	180
2. Tasferat	Detention Center	Baghdad	350 400	396
3. Russafa^	Detention Center	Baghdad	17 375	273
4. Al Sahlya	Detention Center	Baghdad	100 200	74
5. Maqual (UK)	Detention Center	Basarah	300	250
6. Irbil*	Prison	Irbil	600	500
7. Women/Youth*	Detention Center	Irbil	100	80
8. Interim Prison*	Detention Center	Mosul	200	190

* US oversight

^ US operated

As of 19 August 03

Note: US operated and joint operated
requires force protection

DIRECTOR – PRISON/DETENTION FACILITY JOB DESCRIPTION

These are the responsibilities of a Director of a detention center/prison. Incumbents will be expected to:

- Detainees/prisoners do not escape from the facility or the custody of their employee.
- Male and female detainees/prisoners will be physically separated and be maintained in separate facilities.
- Detainees/prisoners are not physically, mentally, or emotionally abused or mistreated by prison staff or any other person having custody of a detainee.
- Detainees/prisoners are provided medical and mental health and are visited by health care providers as required by policy.
- Detainees/prisoners are fed in accordance with the established menu. Each detainee will receive breakfast, lunch, and dinner at the prescribed times.
- Detainees/prisoners are provided rehabilitative programs to assist them in returning to society as law abiding citizens.
- Detainees/prisoners are provided, at least, one hour of exercise and direct sunlight each day. If the detainee is placed in isolation for behavior reasons, he/she will be allowed exercise and sunlight one hour three times a week. He/she will be observed every hour and the observation recorded in a log.

- Detainees/prisoners are provided the opportunity to practice personal hygiene daily and to use toilet facilities when needed, and require the detainees/prisoners to keep themselves clean.
- Detainees/prisoners are provided clean serviceable clothing and bedding as well as items for personal hygiene such as soap, toothbrush, toothpaste, etc.
- Detainees/prisoners are permitted within reasonable security procedures to practice their religion.
- Correction officers treat detainees/prisoners fairly and humanely while the officers are responsible for their care and control.
- Corrections officers do not extort or otherwise illegally conduct activities against the interest of the inmates or their families or require the inmate or inmate's families to undertake any action to curry favor or encourage an officer to carry out his responsibilities.
- Correctional officers do not establish any personal relationships with detainees/prisoners including romantic or sexual relationships.
- Correctional officers complete appropriate records that are required by their job.
- To the extent possible, cross gender supervision is minimized. All males are to be searched by males and females by females. Cross gender searches are ONLY permitted in emergency situations.
- Detainees/prisoners will be allowed to visit with their families at least once a week. Reasonable visiting periods of a minimum of two hours.

- Detainees/prisoners shall be allowed a reasonable opportunity to communicate verbally and in writing to the prison administration, courts, attorneys, family and friends. The opportunity must be balanced with the security of the institution and behavior of the inmate.
- Corrections officers use ONLY such force necessary to control an inmate or defend himself or others from potential harm from an inmate.
- Corrections officers use deadly force ONLY to prevent an escape or to defend his life or the life of someone else.
- All allegations of abuse of detainees/prisoners or misconduct of staff is reported and fully investigated including taking corrective actions against offending staff.

Finally, Directors are solely responsible for all actions and activities that occur at my facility whether they are present or not-twenty-four hours a day.

Please file "Badush Prison"

BADUSH PRISON RECONSTRUCTION PROPOSAL

Project Sponsor – This assessment was requested by CPT [REDACTED] Engineer LNO for OCPA-North.

Objective – This assessment will identify the actions necessary and the cost required to return the Badush Prison to full operation.

Location – 38S LF 17782 29916 (MGRS).

Estimated Cost - \$2,900,000 (US)

Background – Badush Prison is a regional facility for convicted criminals. The complex is large (approximately 1 km X 1.5 km) and is comprised of many buildings within three distinct complexes plus housing for the large guard staff. The facility was looted and vandalized, including localized burning, subsequent to the end of hostilities. A previous assessment exists for "Compound C" and work on that area is scheduled to be underway in the immediate future. The complex also has a new sewage treatment facility on the site but it has never been operational. Aerial photography is available at one-meter resolution.

Observations – The team visited Badush Prison on 2 and 3 June 2003. The portion we assessed includes Compounds A and B, a total of 37 buildings. Although we were able to speak informally with a guard from the facility, the management of the prison was not available for discussion. The complex was totally absent office furniture (desks, chairs, etc.) and any normal office equipment (telephones, file cabinets, etc.). All files were either burned or strewn among the debris left by the vandals and looters. There were no beds for residents. The effort was so complete that it is not possible to determine the scope or volume of contents in the buildings prior to the looting, nor was it possible to estimate the number of residents with any degree of accuracy. The kitchen and prison hospital were both totally stripped of equipment and contents. Looting of the facility was complete in all regards. Electrical and mechanical equipment that was mobile in any sense of the term had been removed or destroyed in place. Fires in the complex were localized and did not appear to have caused structural damage to the facilities. All 20 guard towers were totally gutted – all glass, electrical and mechanical equipment, doors, window frames, etc. – with only the concrete structures left. Six panels of exterior prison wall have been breached and will require replacement to return integrity to the security of the facility. Several columns comprising the frame structure supporting the mosque roof in Compound A exhibit distributed cracks on the exterior (tension) side and no cracks on the interior side. This may be expressing an overstress condition of the frame structure. This condition was not noted at the mosque in Compound B. The walls at the entrance of each mosque in Compounds A and B display damage as a result of poor construction technique. In each case the breezeway roof concrete appear to have been placed (poured) up against the mosque outer wall without the benefit of an isolation joint. It appears that summertime heat expansion of the breezeway roof is pressing the block wall panel of the

mosque inwards from the beam-column framing of the mosque and spalling the breezeway roof at the interface. The damage in the mosque of Compound B appears more severe than that of Compound A.

Recommendations – Overall the facility is in relatively good condition. There will be a need for extensive debris removal – both inside and outside the buildings – and a general cleaning of the interiors of all buildings. The buildings in Compound A require painting, but much of Compound B has been painted recently and will not need fresh paint. In office areas throughout the complex there are examples of what appears to be mural art by the residents. That art should be preserved if at all possible. Essentially all electrical fixtures and control panels must be replaced. The wiring throughout the facility is intact and not in need of replacement as it is buried in the walls in conduit. Doors and windows must be replaced at a rate approaching 100% for windows and 50% of the doors. Water closets, routinely destroyed by the vandals, must be replaced. The backup generator in Compound B must be replaced. The exterior security lighting must be replaced to ensure control of residents. The block panel wall at the entrance to the mosque in compound B should be replaced, as well as installing isolation joints of ½” minimum in each breezeway roof. A structural evaluation of the frame supporting the mosque roof in Compound A should be conducted. There appears to be no salvageable office equipment in the facility. A more-detailed breakdown of costs is available in the hard-copy file for the project.

POC – FEST-A North is comprised of [REDACTED]

Cost Estimate Summary

Compound A

1. Architecture	\$ 361,476
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25% Contingency	<u>\$ 253,527</u>
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Total	\$1,343,692

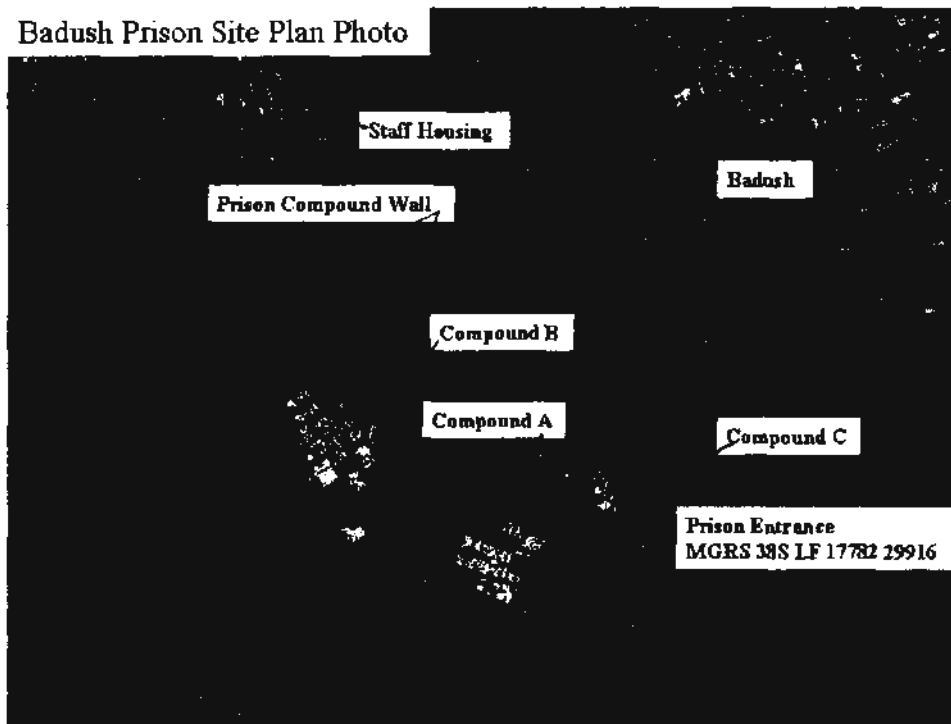
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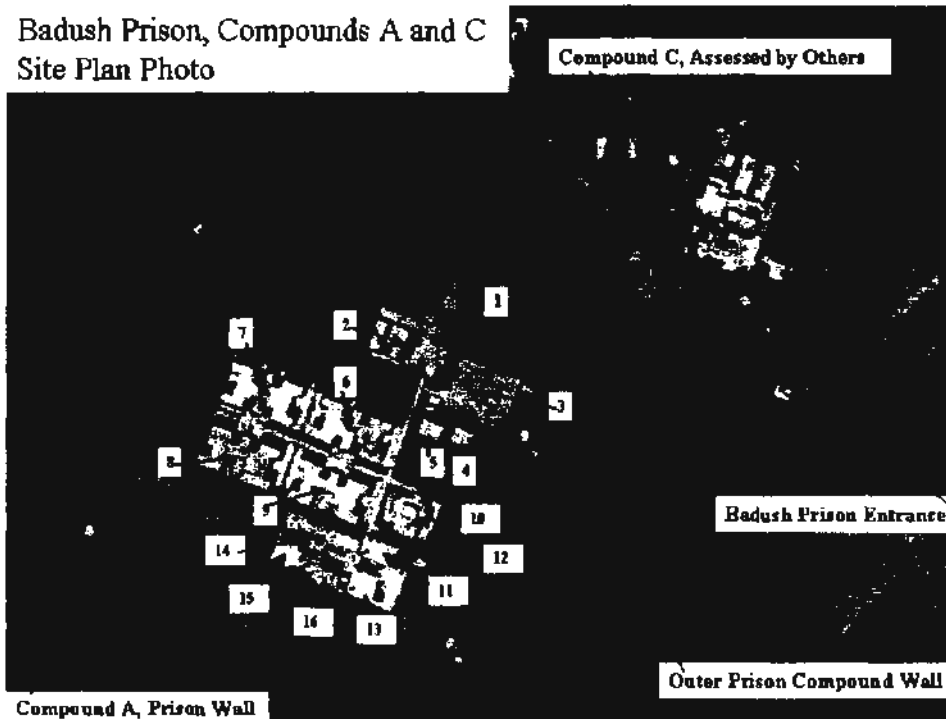
Total for Compound A & B \$2,843,173

Badush Prison Site Plan Photo



Plan 1. Site Plan of Badush Prison based on 1 m satellite image.

Badush Prison, Compounds A and C
Site Plan Photo



Plan 2. Site Plan of Compounds A and C based on 1 m satellite image.

Badush Prison, Compound B
Site Plan Photo



Plan 3. Site Plan of Compound B based on 1 m satellite image.



Figure 1. Typical smoke damage, with significant looting debris.



Figure 2. Looted motor control center, Compound B.



Figure 3. Looted diesel generator.

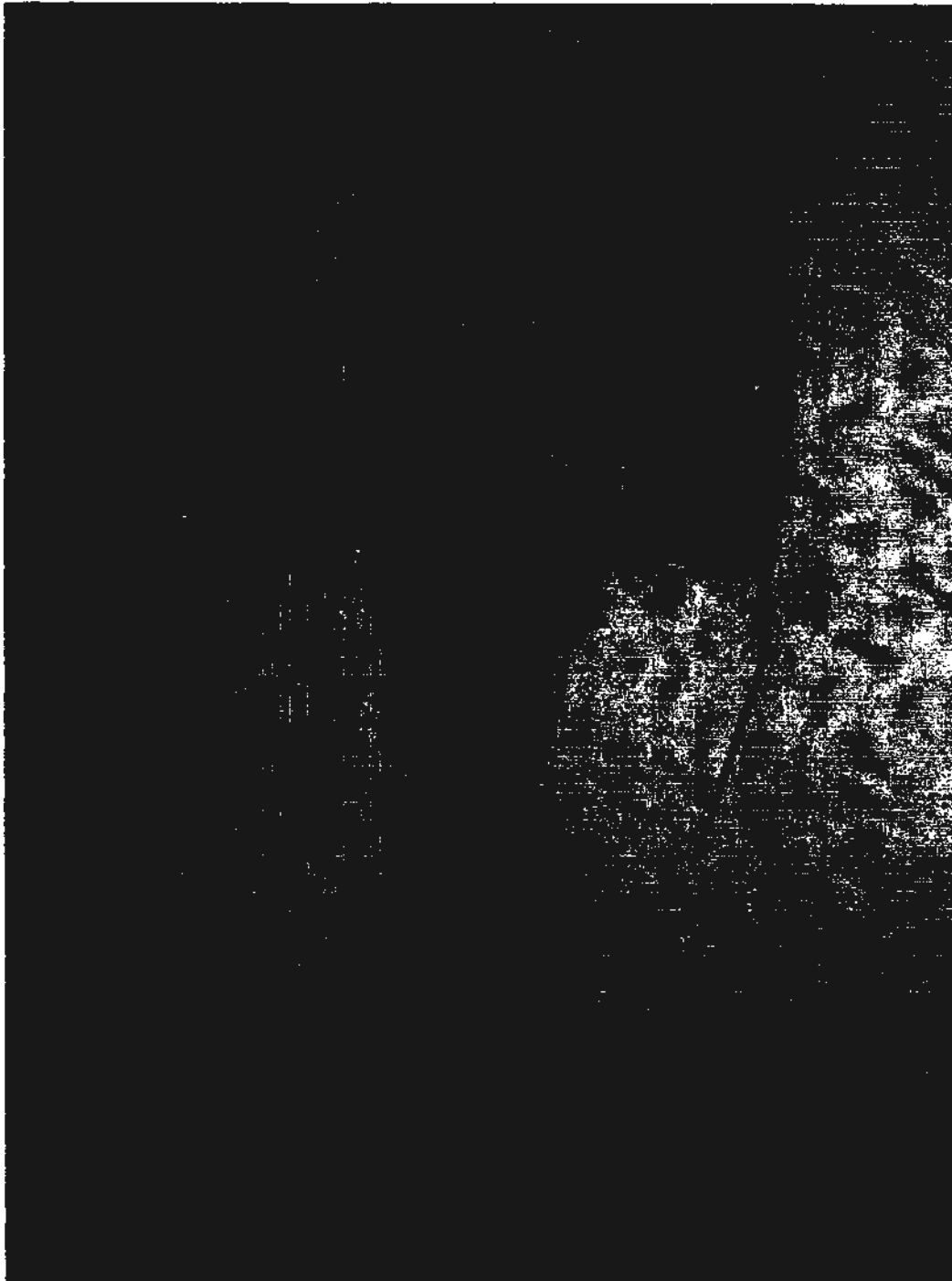


Figure 4. Service panel, wires ripped from wall and panel.

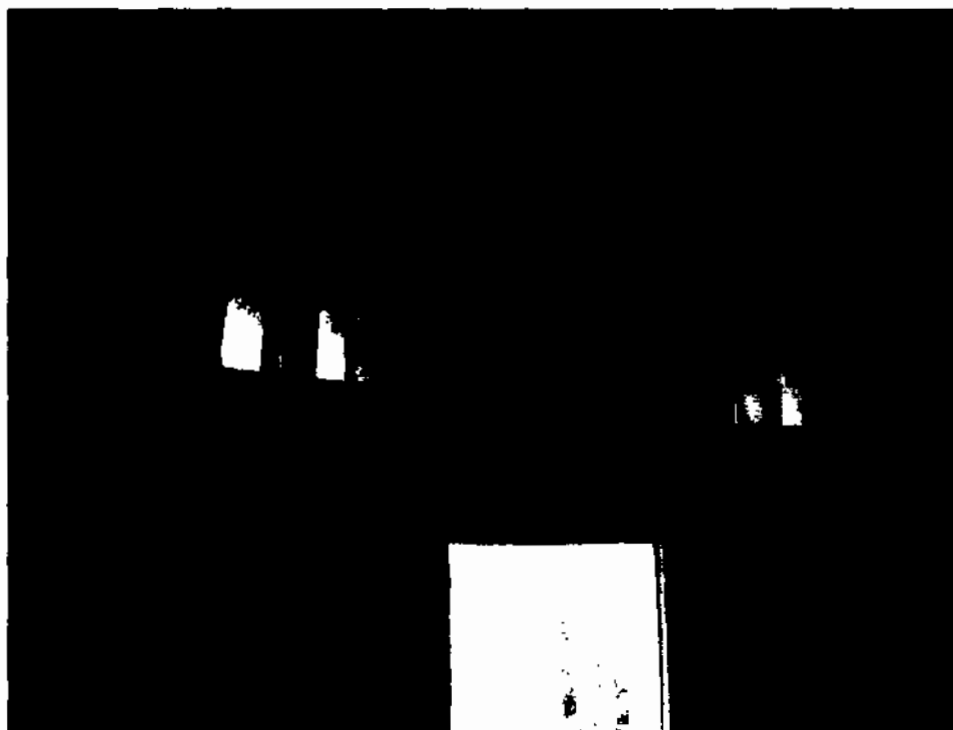


Figure 5. Mosque wall, Compound B. Note large displacement of wall at top. See fig 7.

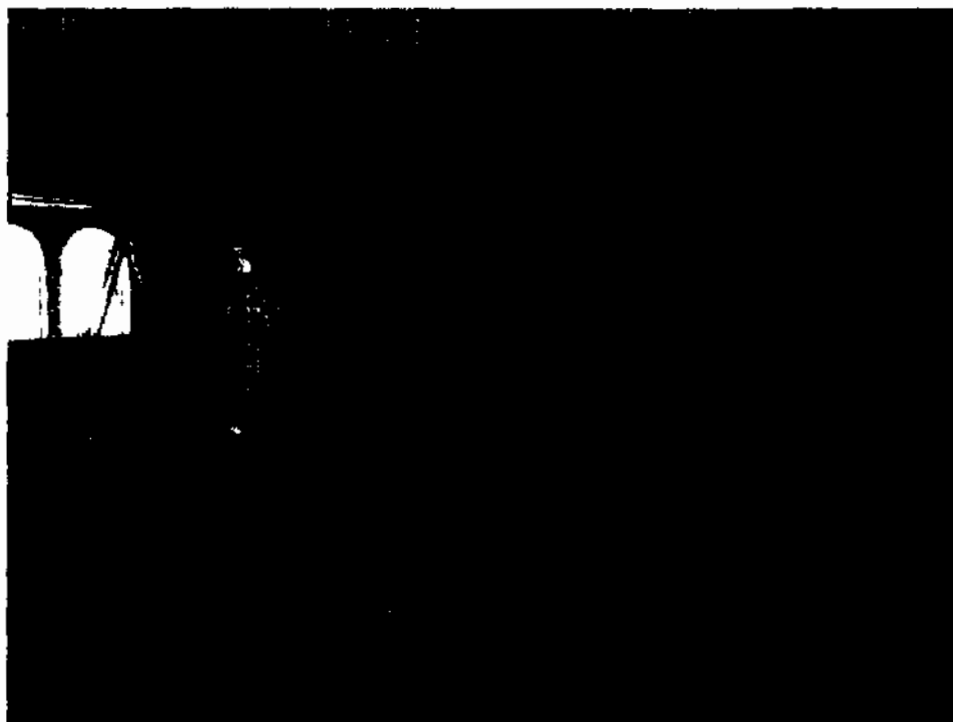
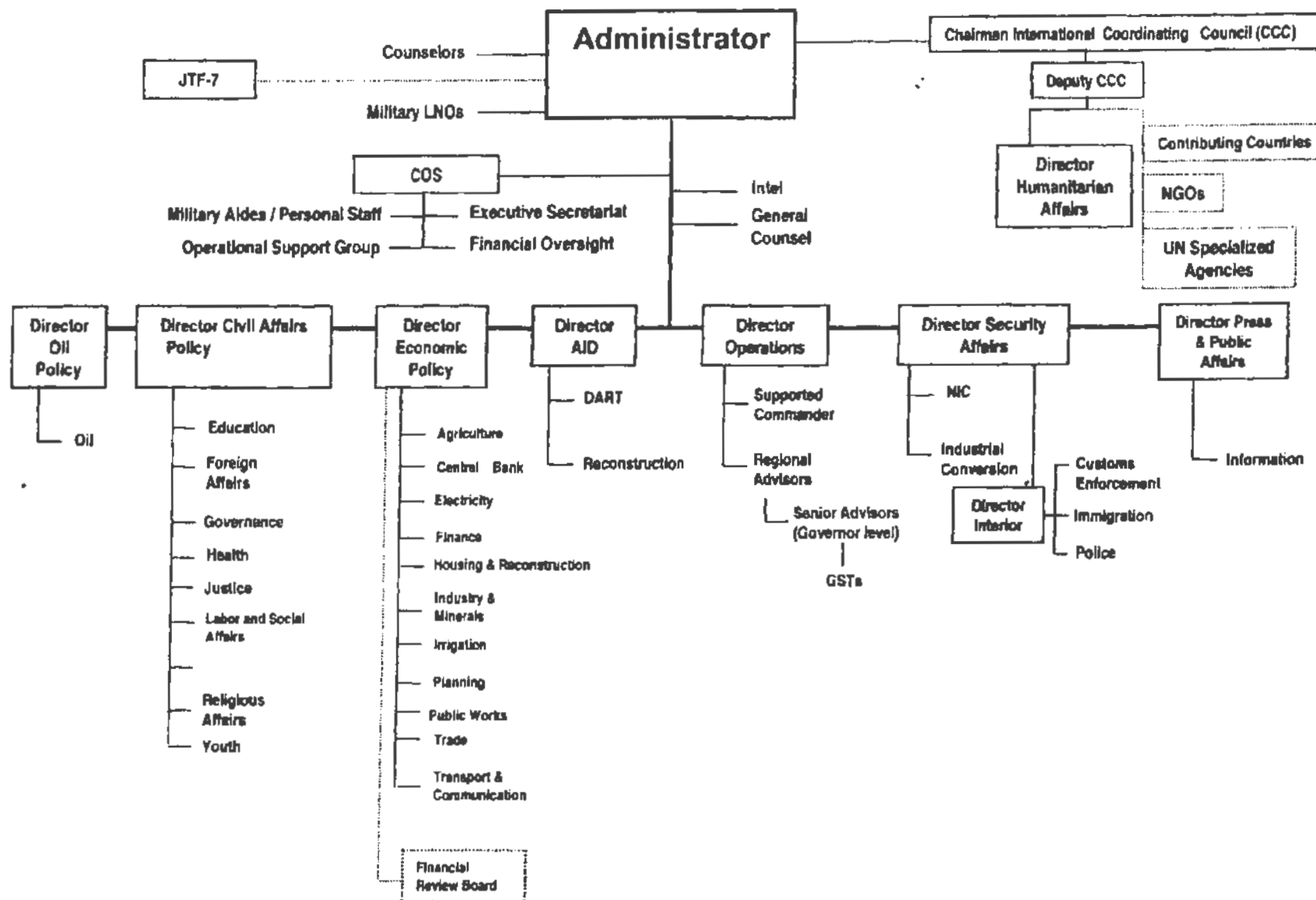


Figure 6. Cafe in Compound A. Note large number of spent batteries in rooms beyond.



Figure 7. Breezeway roof. Typical construction (no isolation joints) at each Mosque in the compounds. Note the spalling from the breezeway and the mosque wall.

COALITION PROVISIONAL AUTHORITY



05/30/03

UK Ministry of Justice

From: [redacted] OUSDC
Sent: Tuesday, July 22, 2003 5:29 PM
To: [redacted] UK Ministry of Justice
Subject: Badush Prison Renovation

Mr. [redacted]

I am processing the Badush Prison Renovation funding request and have a few quick questions.

- (1) The project was approved by the PRB on 06/17/03, but it wasn't signed as a request until 07/18/03 (and I can't tell who signed off on the request).
- (2) The costs estimates include a 25 percent contingency, and contingencies are typically not funded. Also, what is the difference between "architectural" costs and "structural" costs?

Can you please explain these at your earliest convenience. Thank you. V/r,

[redacted]

[redacted]
OUSDC(Comptroller) Operations and Personnel Directorate
PNT 3D873
[redacted]

[redacted] can you deal with this request.

UK Ministry of Justice

From: [REDACTED]
Sent: Friday, August 08, 2003 11:26 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: CPA Budgeting



CPA South
tention Sitrep.pp

Attachments should reach me at this address (fingers crossed).

Quick Sitrep covering CPA South Prisons (see attachment). Not much change since [REDACTED] visit a couple of weeks ago:

1. Al Basrah Province:

The FEST are doing lots of work on the proposed Basrah Central Prison site. I anticipate that it will be at least Nov-Dec 03 before this opens with a capacity for 1,000 medium-high security prisoners. Al Maqil Prison is running well. Currently 125 detained with a capacity for 250. We are reviewing Police Custody facilities throughout the Province to assess future requirements.

2. Maysan Province:

They are behind the power curve up there. There are no proper facilities or plans in place. A visit is planned for early next week to identify solutions.

3. Thi Qar Province:

Police custody facility open in Nasiriyah, but insufficient capacity (78 held - 60 capacity). I am visiting Nasiriyah on Tue to review this site and taking the FEST along to look at the other site which has been identified. 4. Al Muthanna: I will visit within the next 10 days to review the projects which were initiated by USMC.

I will crack on with the budget forecast as soon as it arrives.

When [REDACTED] visited he indicated that [REDACTED] would visit Basrah soon in order to discuss future prisons equipment issues. Ready willing and able to host you.

Good to establish comms at last!

[REDACTED]
Major

2IC 3 RMP

Attached CPA South Law & Order Directorate (until 25 Aug 03)

>From: [REDACTED]
>[REDACTED]
>To: [REDACTED]
>CC: [REDACTED]
>[REDACTED]
>[REDACTED]
>[REDACTED]
>Subject: CPA Budgeting
>Date: Fri, 8 Aug 2003 08:52:49 +0400
>
>Good morning, gentlemen...
>
>My apologies go to you for the delay in contact. We are fighting many

>of
>the same fires that you certainly face every day.
>
>I wish to check with you prior to sending out a number of attachments
>in
>order to ensure that you will be able to retrieve them from your email.
>The files are related to the 2004 budget process. We obtained these
>through a third party so [REDACTED] and I are still shuffling through it all
>to make sense of everything required.
>
>The deadline for the first draft (translated: if you make no request
>you
>will not be able to add funds later) is 25 August 2003. The initial
>deadline was 15 August.
>
>Once I know, from you, that you can retrieve the files (some 411 kb
>total
>for 3 MS Word and 3 Excel files), I will gladly send them to you.
>
>Basically, we need to know what facilities and funding requirements
>your
>areas will have for 2004. I realize this is short-fused and may be
>difficult. My intent is to create an overall shell that requests operating
>funds for all facilities in Iraq that we are opening or intend to open over
>the course of the next 16 months. Those facilities will be limited to
>prisons and detention centers with a capacity of approximately 100 or more.
> Jails and smaller holding areas are being handled through Ministry of the
>Interior.
>
>[REDACTED] is working on a plan to identify the capital need for new
>establishments or refurbishment projects.
>
>The Iraqi leadership (interim) for the prisons has been tasked to
>assist us
>with placing the dollar amounts into correct "chapters" as required by
>Iraqi law. The group is also tasked with identifying "responsible" Iraqis
>in each governorate so that we may expedite the access to budget funds.
>
>Our attempts to work through funding issues have been tortuous at best
>so I
>can only imagine what you are currently faced with in the northern and
>southern regions.
>
>We are definitely not trying to drive your operations but do wish to
>ensure
>that you have the funds necessary to operate and that we connect the right
>people with all of the efforts. If you are already working with CPA
>representatives from any ministry, with Civil Affairs, or with Iraqis, we
>would like to compile that information and avoid causing any duplication or
>conflict of effort.
>
>Any information you wish to share will be a great help. I want to
>ensure,
>at a minimum, we forecast enough dollars for the overall mission even if
>the bureaucracy requires tweaking the allocations later.
>
>CPT [REDACTED]
>494th MP DET/800th MP BDE
>Dept. of Prisons, Ministry of Justice
>Military Advisor, Finance and Administration
>

Get Hotmail on your mobile phone <http://www.msn.co.uk/msnmobile>

DETENTION FACILITIES

PROVINCE	FACILITY	CAPACITY	CURRENT HOLDINGS	REMARKS
AL BASRA	THEATRE INTERNMENT FACILITY	12 x 500 man compounds (8 in use)	+/- 2850 x US Incl 50 x UK	<ul style="list-style-type: none"> • US facility with embedded UK staff. • Remains open until Sep 03?
	AL MAQIL	20 Juveniles 50 Females <u>190 Males</u> 260 Total	Nil 1 125 Males	<ul style="list-style-type: none"> • ICRC fully involved with development and are content with the standards. • Staffed by 130 Iraqi Prison Officers (2 female). • Monitored by UK Military Provost Staff. • Average occupancy +/- 60 inmates. • Future utility as Remand Prison; adjacent to Court House.
	BASRA CENTRAL (Proposed)	1000-1500	NIL	<ul style="list-style-type: none"> • Proposed Post-Trial Prison. • Separate Wings for Females, Juveniles and Segregation. • Cost approx \$1m. 3-4 months to redevelop. • Perimeter secured as a UK QIP. • Draft Site Plan produced by UK Military Provost Staff. • Final design by CPA South FEST Team.
MAYSAN	AL AMARAH	Nil	Nil	URGENT REQUIREMENT – NO FACILITIES
DHI QAR	AN NASIRIYAH	50	78	<ul style="list-style-type: none"> • Police Station Cells currently used. • Proposed renovation to increase Remand capacity to 200.
AL MUTHANNA	AS SAMAWAH	100	97	Proposed new build to increase Remand capacity to 500.

**Coalition Provisional
Authority (South)**



CLASSIFIED INFORMATION

**HAS BEEN REMOVED FROM
FILE AND SCANNED
SEPARATELY**

UK Ministry of Justice

From: [REDACTED]
Sent: Tuesday, July 29, 2003 8:03 PM
To: [REDACTED]
Cc: [REDACTED]

Subject: Re: Equipment Requests

Well, Mr. [REDACTED] brought CPT [REDACTED] here so I'm thinking that the ministry does know about it. I'll pass your message to CPT [REDACTED] and also to Mr. [REDACTED] from the Ministry of Justice and they can let you in on the details of what they're doing as far as potential training for guards and their equipment. We do have money for prison restoration and the work has begun. There are no prisoners yet because the work isn't complete. CPT [REDACTED] has been producing SITREPS on a daily basis and that is where the requests came from. CPT [REDACTED] is from your MP Brigade so the fact that you don't know of any missions at Badush surprises me. We'll try to sort this out. I'll have CPT [REDACTED] contact you.
Major [REDACTED]

----- Original Message -----

From: [REDACTED]
Date: Tuesday, July 29, 2003 5:44 pm
Subject: Equipment Requests

> MAJ [REDACTED]
>
> I was informed by MAJ [REDACTED] that you have a list to pass along.
> Evidently the list is a request, from an MP LNO, for prison
> supplies at Badush.
>
> I work at OCPA in Baghdad with the Prisons Team. Mr. [REDACTED]
> [REDACTED] is the Senior Prisons Advisor for all of Iraq. We are
> currently unaware of any prison operations at Badush although we
> have submitted for emergency funding to repair the physical
> facility. We are also unfamiliar with who the MP LNO is
> requesting the items or who it is they wish to issue the gear to
> upon receipt or, if there are guards of some sort, if they have
> received proper training.
>
> The list that I am looking at infers that guards are working at
> Badush. Hopefully, this is not the case.
>
> I have just learned, while composing this message, that CPT Cortez
> may be the individual requesting the material.
>
> The following is a partial bullet list of the prison stand-up
> process and description of things to be done prior to the start of
> a project:
>
> * FEST assessment or local contractor estimate with complete scope
> of work.
> * OCPA Emergency Project Request submission. In this case, Badush
> was submitted and approved for capital repairs; correctional
> equipment is not included, only architecture, structural,
> mechanical, electrical, and general site estimates were made.
> * A detailed list of general equipment and estimates is required
> in order to submit for additional funds.
> * Correctional officers must be screened, hired, and trained based
> on standards instituted by the new Iraqi Correctional Services.
> CPT [REDACTED] MSG [REDACTED] and [REDACTED] are the
> primary POCs for the Iraqi Correctional Officer Training Program.

> Any training conducted in the past or present should be run by the
> aforementioned gentlemen so that the information loop is properly
> closed out.

> * A CPA and responsible Iraqi must be appointed to the area for
> the supervision, administration, and disbursement of funds,
> however, CPA in Baghdad will attempt to expedite the process as
> best as possible.

> * Requests that are submitted must indicate where they will be
> used, at what prison, and for what purpose (for use with
> EPW/military detainees or civilian prisoners).

> * Riot gear and so forth will not be issued/procured at this time.
> There are no sanctioned and appropriate training programs for
> this type of equipment.

> I believe that MAJ [redacted] drew some of the cash down for the
> Badush project and may have initiated some repairs. Perhaps MAJ
> [redacted] can supply us with a brief back on the current status of any
> projects at Badush.

> [redacted] will be in London for meetings over the next two weeks so
> [redacted] will be picking up [redacted] piece during that time.
> Please contact us with updates, questions, etc. but please
> remember that we cannot enter into contracts, projects or any
> other agreements until the entire information loop is closed.

> Thank you.

> CPT [redacted]
> MP, USA
> 494th MP DET/800th MP BDE
> Dept. of Prisons, Ministry of Justice
> Military Advisor, Finance and Administration

[REDACTED] 03

From: [REDACTED]
Sent: Tuesday, August 05, 2003 12:38 PM
To: [REDACTED]
Subject: FW: 310th Construction

Classification: UNCLASSIFIED

Caveats: NONE

[REDACTED]

Here is a list of work that needs to be completed at AL Diwaniya Jail. I can fund this out of the CERP money but would like CPA to take a look at this to see if they are having any of this work done. Also, I have met with American Services Center today and am doing a statement of work for Ganci, Vigilant, Cropper and the HVD facility. We have made an emergency purchase of Class II for the prisoners in US facilities and it will be delivered today. I am getting samples today of the supplies and will send them over to CPA for their review. Also, I am dropping a PR&C for Class II to cover 2,000 prisoners. CPA needs to figure out what they want to do.

Emergency Purchase: See attachment

PR&C: See attachment (Under 1000 pensioner purchase)

MAJ [REDACTED]

-----Original Message-----

From: 310 MP S-4 Logistics
Sent: Tuesday, August 05, 2003 4:01 PM
To: [REDACTED] MAJ CJTF7-800TH MP BDE S4
Subject: 310th Construction

Sir,

I will try this attachment one more time. This time I will embed it in the e-mail instead of as an attachment. I think between the server here and the server there, it keeps getting lost. Hopefully one of these times the servers will not lose it.

As I stated in the previous e-mail, we are looking to do the electrical and the plumbing work now. The contractor can start any day and does not want any money until he completes the work. If you give the ok, I will have him start immediately and then I will come to Baghdad and pick up the money when you receive it in a week or so. 2, 5, 7, 11 & 15 are the electrical issues. 3, 6, 8 are the plumbing issues. The remaining items are important, but are not the most critical items.

The work includes the following:

Construction of Al-Diwaniya Rehabilitation Jail (Al-Diwaniya Moving Jail)

8/5/2003

No.	Details	Quan.	Price \$	Total \$
1	Iron slide door with length (6)m and height (3)m	2	1250	2500
2	New generator (100) KV.	1	12000	12000
3	New water pump big type	1	1000	1000
4	Interior iron door.	4	100	400
5	Projector.	320	25	8000
6	Big galvanized water tank.	3	250	750
7	Projector columns with height (100)m.	10	150	1500
8	WC and bathroom (general sanitary) with connections.	10	100	1000
9	Raising the external fence with Al-Jemhori bricks and cast columns of barbed wire.		3000	3000
10	Cover backline for interior square (correlated sheet).		1000	1000
11	Cover florescent with plastic glass.	30	30	900
12	Put protection iron bar on the windows.		1000	1000
13	Cover the doors with plate and put opening in the middle of door.	7	50	350
14	Flies protection mesh.	-	250	250
15	Florescent with base.	5	7	35
16	Sponge bedstead with cover.	250	17	4250
17	Broadcasting instrument with load speakers.	—	—	—
18	Plastic glasses.		1500	1500

Thanks
CPT [redacted]
310th MP BN, S-4

32,335
+ 49,230 (Net pg)
81,565

Classification: UNCLASSIFIED

Caveats: NONE

8/5/2003

ITEM	ITEM COST	UNIT OF ISSUE	QTY	TOTAL COST	PLANNING FACTOR
BLANKET	\$8.00	EA	1000	\$8,000.00	INITIAL ISSUE ITEM
SHAMPOO	\$3.00	EA	1000	\$3,000.00	MONTHLY ISSUE
TOWEL	\$3.00	EA	1000	\$3,000.00	INITIAL ISSUE ITEM
SAFETY RAZOR	\$1.00	PK (5)	1000	\$1,000.00	MONTHLY ISSUE
SOAP	\$1.00	EA	1000	\$1,000.00	MONTHLY ISSUE
TOOTHBRUSH	\$1.00	EA	1000	\$1,000.00	MONTHLY ISSUE
TOOTHPASTE	\$1.00	EA	1000	\$1,000.00	MONTHLY ISSUE
CIGARETTES	\$2.90	CT (10)	1000	\$2,900.00	1 CARTON PER PRISONER A MONTH
SOCKS	\$2.50	PR	2000	\$5,000.00	INITIAL ISSUE ITEM
UNDERWEAR	\$2.00	EA	2000	\$4,000.00	INITIAL ISSUE ITEM
SHOWER SHOES	\$3.50	EA	1000	\$3,500.00	INITIAL ISSUE ITEM
T-SHIRTS	\$2.00	EA	1000	\$2,000.00	INITIAL ISSUE ITEM
SHORTS	\$3.00	EA	1000	\$3,000.00	INITIAL ISSUE ITEM
JUMP SUITS	\$15.00	EA	500	\$7,500.00	INITIAL ISSUE ITEM
LAUNDRY SOAP	\$0.25	BX	1000	\$250.00	WEEKLY ISSUE
COMB	\$0.50	EA	1000	\$500.00	INITIAL ISSUE ITEM
SPORTS BRA	\$4.80	EA	100	\$480.00	INITIAL ISSUE ITEM
PANTIES	\$1.00	EA	100	\$100.00	INITIAL ISSUE ITEM
FEMININE PADS	\$1.00	PK	1000	\$1,000.00	MONTHLY ISSUE
CUP	\$1.00	EA	1000	\$1,000.00	INITIAL ISSUE ITEM

TOTAL COSTS

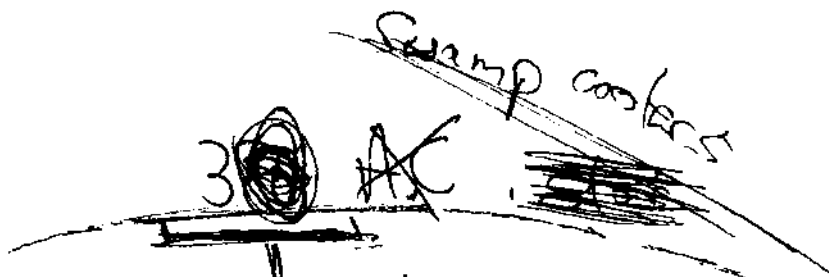
\$49,230.00

TOTAL COST INITIAL ISSUE PER FEMALE PRISONER

\$54.45

TOTAL COST INITIAL ISSUE PER MALE PRISONER

\$49.65



\$990 installed
? CW4 Generator

250Kv

\$15,000

312k

15,000

500k

40,000

360-4019

U = Unrinal

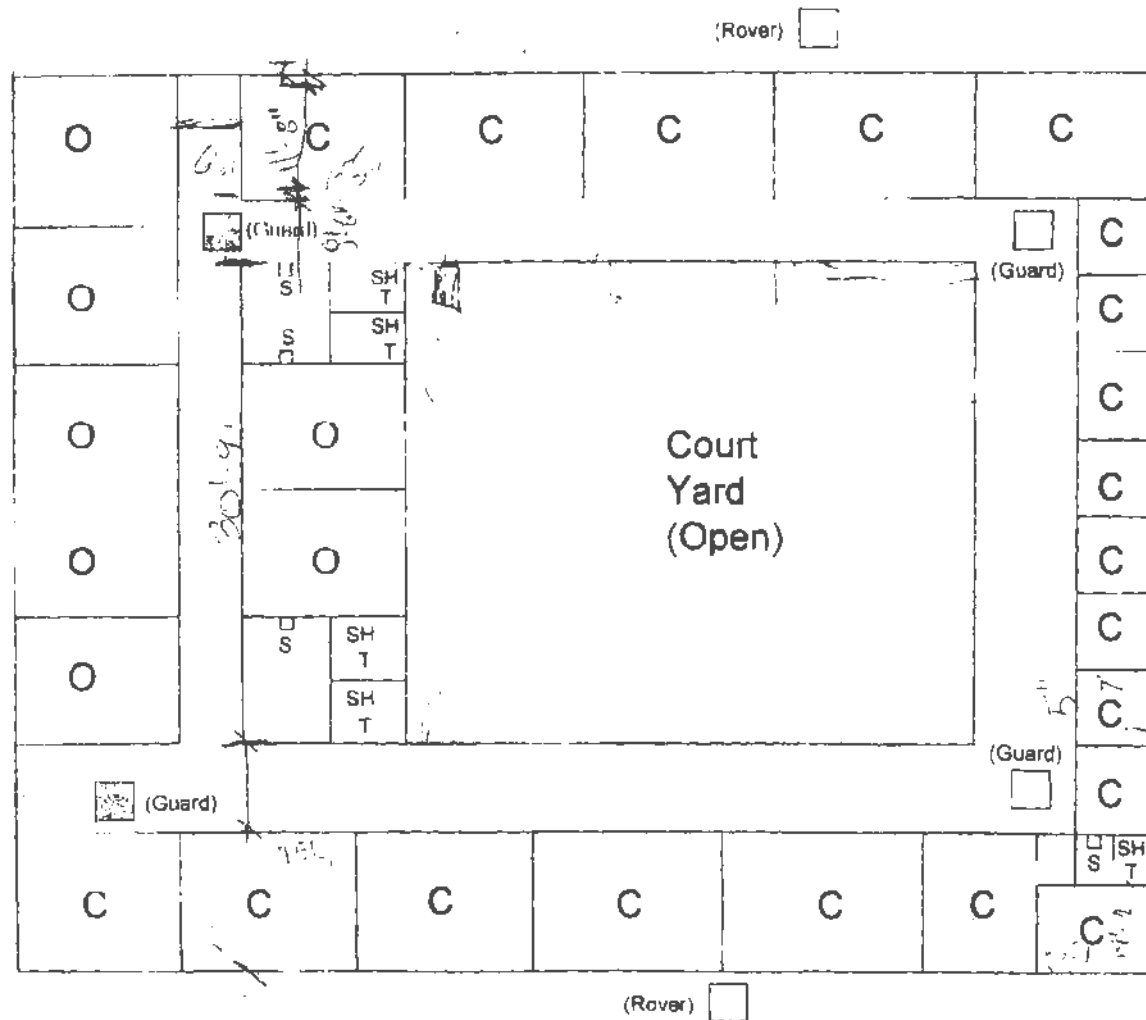
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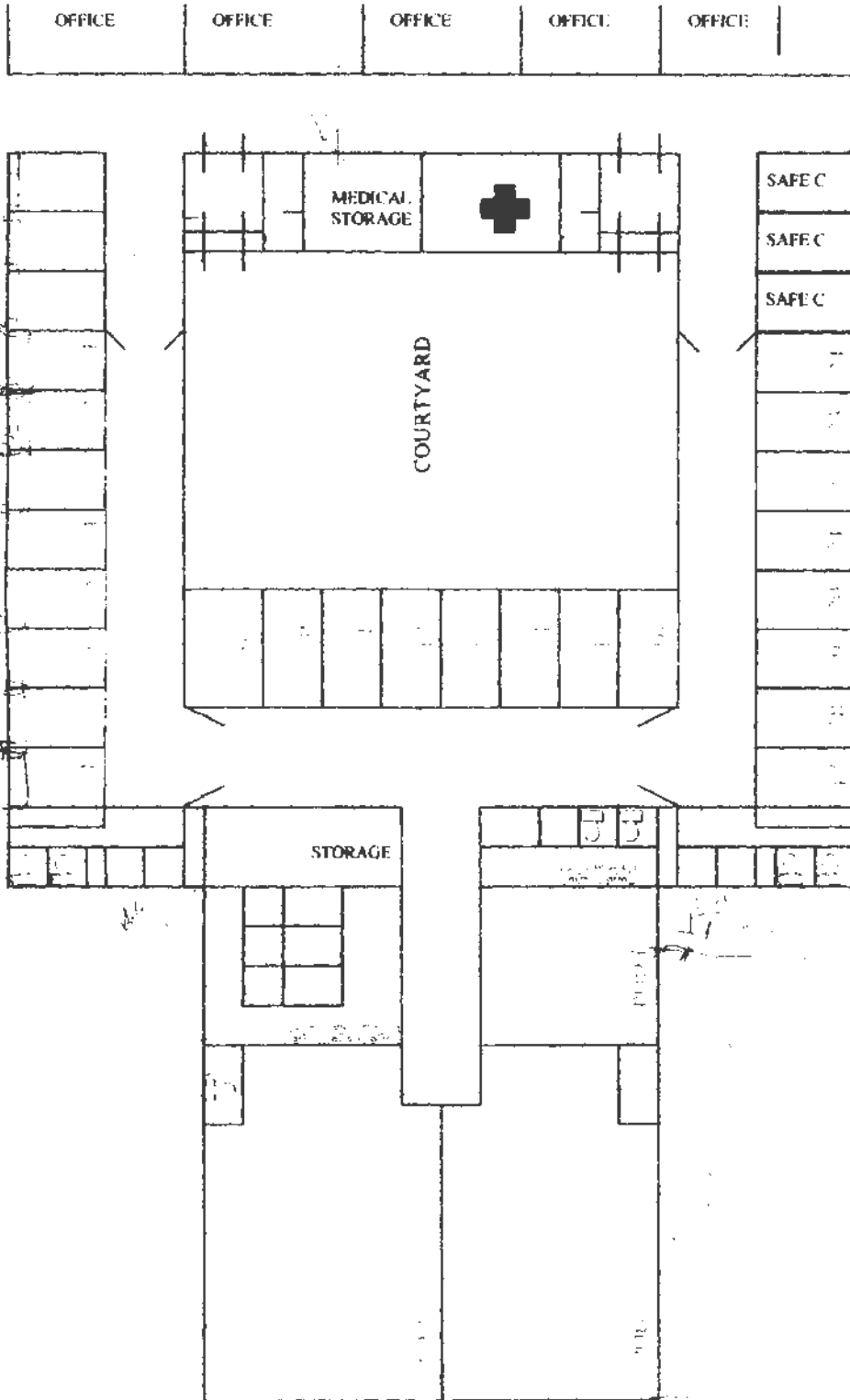
911-911-8
112m
112m
75

C = Cell
 O = Office
 T = Toilet
 S = Sink
 SH = Shower
 U = Urinal

Eisenberat Jail # 2



EISENBERG JAIL #1



CLASSIFICATION

TO: OFFICE OF THE UNDER SECRETARY OF DEFENSE (COMPTROLLER)
FROM: OFFICE OF RECONSTRUCTION AND HUMANITARIAN ASSISTANCE
SUBJECT: Funding Request (\$ in Thousands)

Project number: ORHA-PR-016		Date needed: ASAP																											
Short title: Repair of Prison: Isenbarrat		ORHA org symbol: MoJ																											
Quantity: Job	Unit price: \$94,200	Amount: \$94,200 In budget (Y/N)	<input type="checkbox"/>																										
Request number: PR-014-2003		Requested by (name):																											
<p>Detailed description (including staffing requirements and basis for cost estimate): This request is to refit the Isenbarrat Prison with necessary security and plumbing fixtures. The prison will house up to 300 inmates. The facility is of foreign construction and, with minor refitting, can most suitably house HVDs (high value detainees). The \$94,200 will be required for the 125kv generator, installation of three kitchens, perimeter lighting, "cuff ports," and installation of toilets with plumbing in 62 individual cells. Attached are estimates of all work needed.</p> <p>Indicate how much, if any, of these requested resources are required for civilian police functions: or guard/security requirements</p> <p>Justification: (e.g., personnel safety, security, environmental protection) The Prison system is an integral part of the criminal justice system. The addition of the plumbing work will add to the security of the facility by reducing the need to move inmates unnecessarily and will also reduce the number of staff required to ensure security during movement. "Cuff ports" will ensure that humane and efficient movement of inmates can be accommodated by negating the need for additional staff whenever escorting a prisoner from a cell. The lighting and backup generator are vital to the maintenance of security 24 hours a day, 365 days a year. Safe and secure prison facilities are vital in order to protect Iraq's population and future interest in the effective and humane administration and accountability of the criminal justice system.</p> <p>Impact if not funded: The facility is the only suitable location in all of Iraq for the holding of HVDs. The potential loss of any HVD via escape or some other means is incalculable. The facility will require an enormous increase in the number of corrections officers in order to maintain the necessary level of confinement security.</p>																													
<p>Item Source:</p> <table border="0"> <tr> <td><input type="checkbox"/> Local</td> <td><input type="checkbox"/> External</td> </tr> <tr> <td><input type="checkbox"/> Organic</td> <td><input type="checkbox"/> Contract</td> </tr> </table> <p>Currency: <input type="checkbox"/> Local <input type="checkbox"/> US</p> <p>Reimbursable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Source: _____</p>		<input type="checkbox"/> Local	<input type="checkbox"/> External	<input type="checkbox"/> Organic	<input type="checkbox"/> Contract	<p align="center"><u>Sources</u> <u>Uses</u></p> <table border="0"> <tr> <td>Vested assets</td> <td><input type="checkbox"/></td> <td>Iraqi civil service</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Seized assets</td> <td><input type="checkbox"/></td> <td>Iraqi special workers</td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td>Iraqi infrastructure</td> <td><input type="checkbox"/></td> </tr> </table> <p align="center"><u>Appropriated funds</u></p> <table border="0"> <tr> <td>Iraq Relief and Reconstruction Fund</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Iraqi Freedom Fund</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Natural Resource Risk Remediation Fund</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Overseas Humanitarian Disaster & Civic Aid</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Defense Cooperation Account</td> <td><input type="checkbox"/></td> </tr> </table> <p>Other (specify): _____</p>		Vested assets	<input type="checkbox"/>	Iraqi civil service	<input type="checkbox"/>	Seized assets	<input type="checkbox"/>	Iraqi special workers	<input type="checkbox"/>			Iraqi infrastructure	<input type="checkbox"/>	Iraq Relief and Reconstruction Fund	<input type="checkbox"/>	Iraqi Freedom Fund	<input type="checkbox"/>	Natural Resource Risk Remediation Fund	<input type="checkbox"/>	Overseas Humanitarian Disaster & Civic Aid	<input type="checkbox"/>	Defense Cooperation Account	<input type="checkbox"/>
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<p>Item could be obtained from or provided by:</p> <p>Coalition/Partner Nation:</p> <table border="0"> <tr> <td>State</td> <td><input type="checkbox"/></td> <td>USAID</td> <td><input type="checkbox"/></td> </tr> <tr> <td>CENTCOM</td> <td><input type="checkbox"/></td> <td>ARCENT</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Justice</td> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table> <p>Duplicate assets provided elsewhere in ORHA? Yes No (If yes, attach reason)</p>		State	<input type="checkbox"/>	USAID	<input type="checkbox"/>	CENTCOM	<input type="checkbox"/>	ARCENT	<input type="checkbox"/>	Justice	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<p>ORHA Comptroller assessment:</p> <p>This request has been approved by the ORHA Requirements Review Board. (Y/N) <input type="checkbox"/></p> <p align="right">ORHA Comptroller signature _____ Date _____</p>															
State	<input type="checkbox"/>	USAID	<input type="checkbox"/>																										
CENTCOM	<input type="checkbox"/>	ARCENT	<input type="checkbox"/>																										
Justice	<input type="checkbox"/>	Other:	<input type="checkbox"/>																										

08/31/03
1:26 PM

CLASSIFICATION

ORHA FORM 7700

Page 1 of 3

CLASSIFICATION

Project number: ORHA-PR-016				Date needed: ASAP				
Short title: Repair of Prison: Isenbarrat				ORHA org symbol: MoJ				
Quantity: Job		Unit price: \$94,200		Amount: \$94,200 In budget (Y/N) <input type="checkbox"/>				
ORHA MISSION (Billable category, select one)								Memo Police Function, Security (Y/N)
A. Overhead: ORHA Headquarters administration & management								
B. Repair of damage to oil facilities & related infrastructure (Natural Resources Risk Remediation Fund)								
Reconstruction and Humanitarian Aid Missions (Iraq Relief and Reconstruction Fund, PL 108-11 categories):								
1. Water/sanitation infrastructure								YES
2. Feeding and food distribution								
3. Supporting relief efforts related to refugees, internally displaced persons, and vulnerable individuals, including assistance for families of innocent Iraqi civilians who suffer losses as a result of military operations								
4. Electricity								YES
5. Health care								
6. Telecommunications								
7. Economic and financial policy								
8. Education								
9. Transportation								
10. Rule of law and governance (including police)								YES
11. Humanitarian demining								
12. Agriculture								
13. Other Public Services								
Additional information:								
Item	Apr	May	Jun	Jul	Aug	Sep	BY	BY+1
Total								
Salaries								
Travel/Transport								
Rent/Util/Maint								
Contracts								
Supplies/Equipm't								
Other								
Office symbol				Comments (or attachment number)				
Decision/disposition								
Approved: _____								
Disapproved: _____								
Other: _____ Date: _____								

CLASSIFICATION

ORHA BUDGET REQUEST FORM USER'S GUIDE

Request funding for ORHA mission and projects as follows:

1. All blocks must be completed. Add lines or attach pages as needed. Identify related projects, if any, in the detailed description.
2. Each project must be identified to a specific ORHA Ministry or office. While several of the ORHA ministries relate directly to ORHA Missions identified in Public Law 108-11, the relationship is not as identifiable for other Ministries. In either case, each funding request should be carefully examined to determine assignment of the correct ORHA Mission code. To the extent possible, minimize use of Mission 13, Other Public Services.
3. For items included in the budget of record, the ORHA team will determine the approval process for requests equal to or less than \$150,000 (exact).
4. Forward requests that meet the following descriptions to OUSD(C) for funding determination:
 - A. Increases that exceed \$150,000 for projects included in the budget of record.
 - B. Unbudgeted miscellaneous expenses, in batches that exceed \$150,000 total.
 - C. Requests that equal or exceed \$500,000: Establish a project number and identify a definable objective. Includes requests for seized assets or OMB funding.

SUMMARY		
<i>Request value</i>	<i>Budgeted</i>	<i>Unbudgeted</i>
Less than or equal to \$150,000	ORHA Comptroller approval	Bundle to \$500,000 total and submit to OUSD(C)
\$150,000 to \$500,000	Submit to OUSD(C)	
Over \$500,000	Assign project code and submit to OUSD(C)	

5. For items that will not be funded by the Department of Defense or the Natural Resource Risk Remediation Fund, the OUSD(C) will forward the request to the OMB that will, in consultation with the ESG and the National Security Council, make the funding determination. This includes requests for use of seized Iraqi assets.
6. The ORHA Comptroller shall assign Project numbers sequentially within ORHA Missions (e.g., the first request for Water/sanitation infrastructure shall be 1-1; the second will be 1-2). Use standard object class codes to identify cost elements of the project.
 - A. Overhead, ORHA Headquarters Administration & Management requests will start with the letter A.
 - B. Requests for Repair of damage to oil facilities & related infrastructure will start with the letter B.
 - C. All other requests will start with their numeric designator, listed below:

ORHA MISSION <i>(Billable category, select one)</i>		Memo Police Function, Security (Y/N)
<input type="checkbox"/>	A. Overhead: ORHA Headquarters administration & management	
<input type="checkbox"/>	B. Repair of damage to oil facilities & related infrastructure <i>(Natural Resources Risk Remediation Fund)</i>	
Iraq Relief and Reconstruction Fund (PL 108-11 categories):		
<input type="checkbox"/>	1. Water/sanitation infrastructure	YES
<input type="checkbox"/>	2. Feeding and food distribution	
<input type="checkbox"/>	3. Supporting relief efforts related to refugees, internally displaced persons, and vulnerable individuals, including assistance for families of innocent Iraqi civilians who suffer losses as a result of military operations	
<input type="checkbox"/>	4. Electricity	YES
<input type="checkbox"/>	5. Health care	
<input type="checkbox"/>	6. Telecommunications	
<input type="checkbox"/>	7. Economic and financial policy	
<input type="checkbox"/>	8. Education	
<input type="checkbox"/>	9. Transportation	
<input type="checkbox"/>	10. Rule of law and governance <i>(including police)</i>	YES
<input type="checkbox"/>	11. Humanitarian demining	
<input type="checkbox"/>	12. Agriculture	
<input type="checkbox"/>	13. Other Public Services	

AL-Hasanin Company

Kadamyia, Area 415
Street 17, House 20
001-199-216-21137958
001-199-216-33315216

For : Coalition Provisional Authority, Director of Prisons
31, 2003

August

Subject: Contract Bid for Prison Facility Kadamyia (1-13 Armor Base Camp)

Below is our bid for the repair and additions to the Prison Facility in Kadamyia. (1-13 Armor Base Camp).

☐ Purchase and installation of 62 eastern style toilets in individual cells. Work includes all plumbing and necessary materials to install working toilets, including septic tanks, man holes, covers, and connections.

Toilets = \$ 500 each (including plumbing and masonry materials)

☐ Purchase and installation of 33 air coolers, each with a 4500-cubic/ft capacity. Work includes all electrical, water, and ductwork necessary for working coolers

Air coolers = \$ 700 each

☐ Purchase and installation of 5 window mounted air conditioners, each with a 2 ton capacity, "General" or similar model. Bid includes all materials and labor costs.

Air conditioners = \$ 1000 each

☐ Refurbish existing cell doors creating "Cuff Ports" on each door. Dimensions of port are 20 cm by 20cm with lockable access doors.

Each door = \$ 100 each

☐ Back up electrical generator with a 125 kv output. The cost of generator is 14,000 US dollars, including automatic switch and necessary wiring.

Generator = \$14,000

☐ Exterior lighting for each building using 500-watt sodium projectors. Work includes 4 projectors on each building (12 total) and necessary wiring.

Sodium Lights = \$500 each

☐ Construction and equipping of 3 functioning kitchens. Work includes stoves, large capacity refrigerators, and water cooling systems

Kitchen = \$3000 each

☐ Additional work such as improvements to wash closets are rolled into original contract and completed at no additional cost.

☐ Cleaning and landscaping is completed at no cost.

☐ Guard towers are available on Base Camp and can be repositioned at no additional cost.

☐ **Total Bid = \$ 80,200.** This does not include the cost of buying a back up generator, (\$14,000). If CPA provides a generator it will be installed at no cost.

☐ Bid and prices are negotiable prior to signing contract.

☐ Work is completed within 6 weeks of signing final contract

Sincerely,

Zuhair Abbas, Consultant Engineer

Hajji Ali, Contractor

AL-Hasanin Company

Kadamyia, Area 415
Street 17, House 20
001-199-216-21137958
001-199-216-33315216

For : Coalition Provisional Authority, Director of Prisons
28, 2003

August

Subject: Contract Bid for Prison Facility Kadamyia (1-13 Armor Base Camp)

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Hajji Ali, Contractor

AL-Hasanin. Company

Kadamyia, Area 415
Street 17, House 20*
001-199-216-21137958
001-199-216-33315216

For: Coalition Provisional Authority, Director of Prisons September 28, 2003

Subject: Reimbursement for work completed.

Below is our request for payment for work completed to the Prison Facility in Kadamyia. (1-13 Armor Base Camp) in accordance with verbal agreements between Coalition Authorities and this contractor. Work was done in anticipation of future contracts and changes made to current contract.

- ☐ Refurbish existing cell doors creating "Cuff Ports" on each door. Dimensions of port are 20 cm by 20cm with lockable access doors.

Each door = \$ 100 each (40 completed = \$4000.00 USD)

- ☐ Refurbishing two small buildings vicinity entrance to prison. (Work includes repair of masonry, painting, repair or replacement of windows and doors, electrical wiring, installation of glass, and grinding of floors)

Each building = \$ 3000.00 each (2 complete = \$6000.00 USD)

- ☐ Replacement of tiles in three wash closets, and work to begin turning stalls for latrines into showers.

Each Wash Closet = \$1000.000 (three wash closets = \$3000,000 USD)

- ☐ Replacement of florescent lights with small caged lights in individual cells.

All lights and wiring = \$ 500.00

☐ Total Payment = \$ 43,000.00 USD *13,500 USD*

Sincerely,

Zuhair Abbas, Consultant Engineer

Haji Ali, Contractor

AL-HASANIN COMPANY

Kadamyia, Area 415
Street 17, House 20
001-199-216-21137958
001-199-216-33315216

For: Coalition Provisional Authority, Director of Prisons September 20, 2003

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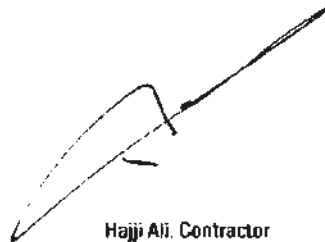
All lights and wiring = \$ 500.00

☐ Total Payment = \$ 13,000.00 USD.

Sincerely,



Zuhair Abbas, Consultant Engineer



Hajji Ali, Contractor

AL-Hasanin Company

Kadamyia, Area 415
Street 17, House 20
001-199-216-21137958
001-199-216-33315216

.....

For : Coalition Provisional Authority, Director of Prisons
30, 2003

August

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Zuhair Abbas, Consultant Engineer

Hajji Ali, Contractor

MEMORANDUM

TO: [REDACTED] Prison Department, MOJ

FROM: [REDACTED], Department of Prisons

DATE: August 27, 2003

SUBJECT: Update on Istakbarrat Prison (Military Prison)

Per your request, this afternoon I visited the Istakbarrat Prison with CWO [REDACTED] and CSM [REDACTED] to meet with the contractor and the Armor Battalion, to ascertain the progress being made on renovation and to determine what needs to be done.

Background. This well-built, brick construction, prison is located within a military complex in the north western sector of Baghdad. Soon after its discovery, an assessment was completed and a CPA emergency funding request was received for \$38,000 for renovation. CWO [REDACTED] obtained the bid assessment for us. We asked the 800th MP Brigade to make this facility a high priority as it has great potential to house the HVD's when Camp Cropper is closed. The 800th MP Bde dragged their feet and failed to provide security which was necessary to put the Iraqi contractor to work. Recently, the Armor Battalion, which also provides secure housing within this facility for security hold detainees, let a contract for another contractor they found to renovate the facility. The contract was not specific in the statement of work and follow-up by our office found that the work was not progressing properly. This contractor has been paid \$19,000 of the approved renovation funding of \$38,000.

On August 27, 2003, CWO [REDACTED] from the 19th MP Bde and who has supervised the Iraq contractors that have renovated all our other renovation contracts for detention centers and prisons, agreed to assist us. We traveled to the facility, met with the contractor doing the work and reviewed all aspects of the work that needs to be accomplished. Unfortunately, the previous contract signed for this contractor did not include many of the necessary requirements that are needed to make this a long-term operational prison. **Not included was plumbing within all the cell housing, cuffsports installed within the cell doors, replacement of some badly damaged doors and windows, providing an airflow system for the cell blocks, providing a medical facility area, repairing lighting within the cells with no exposure of wiring, perimeter lighting, cleanup of outside site and hauling off all debris, etc.** The contractor agreed to provide a bid to perform the necessary work that was not included in the originally contract that he is currently working. He is to provide a written bid on the additional items by August 28th. **If his bid is reasonable, our office should immediately process an emergency funding request so the contractor can continue the work. If his bid is considered too expensive for the necessary additional work, CWO [REDACTED] will have one of his proven contractors offer a bid. If it is considerably lower, we will let the current contractor complete his work on the on-going \$38,000 contract, and then bring in a new contractor to complete the work on the sewer, water, etc. It is estimated that the facility will be**

completed for occupancy approximately October 10th. These delays have been very costly for us, especially in valuable time. CWO [REDACTED] has agreed to provide supervision of the current contractor to insure he completes the work that is currently contracted for.

Once all this work is completed, it is an ideal location in a secure area to place the HVD's and get them removed from Camp Cropper. It should be noted that this area is currently used as a holding area, up to 72 hours, for detainees that are placed on military intelligence holds. Normally, the detainees are held in this area for up to 72 hours, then either released or moved to Camp Cropper. If this mission continues, there will be a need to segregate these inmates from the general prison population. The armored battalion averages approximately 10 such prisoners at any one time.



Copy to Admiral

336 ✓

CPA FUNDING REQUEST

PRB No: # 336	Project Name: Eisenbaret Detention Center Renovation Project
Date of Request: 1 July 2003	Date Required: ASAP
Name of Requester: [Redacted]	Signature: [Redacted]
CPA Office/Unit: MOJ	POC/Person Completing Form: [Redacted]
Amount of Request: 38,000	DSN/Cell Phone: [Redacted]
Project Location: Baghdad (Al-Kadamiya Sector)	Email Address: [Redacted]

1. Project Category (check all that apply):

Reconstruction <input type="checkbox"/>	Health <input type="checkbox"/>	Salaries <input type="checkbox"/>
Humanitarian <input type="checkbox"/>	Transportation <input type="checkbox"/>	Pensions <input type="checkbox"/>
Food Distribution <input type="checkbox"/>	Economic Programs <input type="checkbox"/>	Budget/Ops. Support <input type="checkbox"/>
Water/Sewer <input type="checkbox"/>	Education <input type="checkbox"/>	Other Public Services <input type="checkbox"/>
Electricity <input type="checkbox"/>	Ministry <input type="checkbox"/>	Social Programs <input type="checkbox"/>
Rule of Law/Govern. <input type="checkbox"/>	Police/ Security <input type="checkbox"/>	Cultural Programs <input type="checkbox"/>
Div. Commanders <input type="checkbox"/>	Brig. Commanders <input type="checkbox"/>	Regional Dir. <input type="checkbox"/>
Fund <input type="checkbox"/>	Fund <input type="checkbox"/>	Fund <input type="checkbox"/>
Construction Initiative <input type="checkbox"/>		

2. Proposed Funding Source: (PRB Staff Only)

Vested Assets <input type="checkbox"/>
Seized Assets <input type="checkbox"/>
Appropriated Funds <input type="checkbox"/>
Iraqi Development Fund <input type="checkbox"/>

3. Funding Data:

Bank Account Details:
 Name/Title of Iraqi Receiving Disbursement: Mohammed Al-Khafajy / General Manager
 CPA Rep/Unit Responsible for Oversight: 18th MP BDE
 Engineering Oversight Assigned to: 18th MP BDE
 Name of Certifying Official: CWO [Redacted] Bde Maintenance Supervisor

4. Clearances: Please indicate you have obtained appropriate clearances, as applicable. (Note: If that coordination cannot be done at the regional level, it will be done by PRC.)

Regional Coordinator: Yes ☐ No ☐ Name:
 Ministry Senior Advisor: Yes ☐ No ☐ Name:
 Office Director/Unit Commander: Yes ☐ No ☐ Name:
 Reconstruction/USAID: Yes ☐ No ☐ Name:
 International Coordination Council: Yes ☐ No ☐ Name:
 Others:

Program Staff Use Only

Date Request Received:	Form Complete: Yes <input type="checkbox"/> No <input type="checkbox"/>
Disposition:	

Date Request Submitted to Program Review Committee:
Disposition:

Date Request Submitted to Program Review Board:

This facility was not known at the time the budget was evaluated. In my opinion this is a valid requirement and cost effective. I will include this in the corrected budget on 1 July so this should be considered an advance on requirements - \$50,000. ^{5K} _{over}

SA to Funnis

7/9/03

Approved

limit to budget —

to Mr Oliver first —
not included in budget

Date Request Returned to Requester/Submitted to Comptroller:

Disposition (including expenditure authorized):

Description of Program or Goods To Be Purchased – Please See Above Instructions

Purpose:

This project will open another pre-trial correctional facility within Baghdad. This facility after renovation will provide secure housing for approximately 600 detainees until they are released by the judicial system or moved to another long-term prison facility. Work can be completed within approximately 65 days after the approval of funding.

Justification:

The Detention Center system is an integral part of the criminal justice system. At this juncture of the process, there are limited numbers of functioning detention centers. Safe and secure detention centers for pre-trial detainees are vital in order to support the Iraqi criminal justice system as it is placed back into full operation.

Coordination:

This project was coordinated through the OCPA Engineering FES team, 18th MP BDE, and the Prison Department, Ministry of Justice for the operational requirements.

Goods and Commodities:

All goods and commodities are locally purchased through the contractor for this project.

Project Implementation:

This project will be contracted with a local contractor. The 18th Military Police Brigade will monitor all construction aspects as they have provided Quality Assurance / Quality Control for this project from the beginning. This project has a completion date of 65 days after funding is provided.

TO\ 18th MP BDE

Sub/Rehabilitation of building No.1
Priveus military intlagenc prison .

We would like to inform you that the total amount of Rehabilitation of above Building including all activities is (twelve thousands USD) and the price includes A/ CAnd swamp coolers .

Best regards



Eng.

SAMI F. ABDULLA

TO\ 18th MP BDE

**Sub/Rehabilitation of building No.2
Priveus military intlagenc prison .**

We would like to inform you that the total amount of Rehabilitation of above Building including all activities is(eight thousands USD) and the price includes A/ CAnd swamp coolers .

Best regards



Eng.

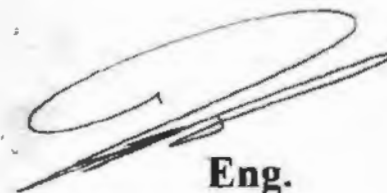
SAMI F. ABDULLA

TO\ 18th MP BDE

**Sub/Rehabilitation of building No.3
Priveus military intlagenc prison .**

We would like to inform you that the total amount of Rehabilitation of above Building including all activities is (fifteen thousands USD) and the price includes A/ CAnd swamp coolers .

Best regards



**Eng.
SAMI F. ABDULLA**

TO\ 18th MP BDE

**Sub/Rehabilitation of Reciption rooms
Priveus military intlagenc prison .**

**We would like to inform you that the total amount of Rehabilitation of
above Building including all activities is (three thousands USD) and the price
includes A/ C .**

Best regards



Eng.

SAMI F. ABDULLA

COALITION PROVISIONAL AUTHORITY
IRAQI ASSET DISBURSEMENT RECORD

DATE AND TIME OF TRANSACTION: 16 JUL 03 0915 HRS

LOCATION OR CPA HQ PICKUP: Palace

COORDINATES:

NAME OF CERTIFYING OFFICIAL:

PURPOSE: Deposit to account for prison renovation: Eisenbarct

Total Project Value Approved: 38,000

Amount this Progress Payment:

Balance Remaining: 38,000

TOTAL DOLLAR REQUESTED: 38,000

NAME AND TITLE OF IRAQI OFFICIAL OR FUNDS RECIPIENT
AUTHORIZED TO RECEIVE FUNDS FOR FURTHER DISBURSEMENT:

Gibn Serkis, Chief Accountant, Prisons Dept., Ministry of Justice

MEANS TO SUBSTANTIATE DISBURSEMENT:

PROJECT No. 336 PRB Approved Project.

RELEVANT CONDITIONS ASSOCIATED WITH DISBURSEMENT:

N/A

DOCUMENTATION REQUIRED FROM RECIPIENT:

PER CPA GUIDNACE FOR FUNDS MANAGEMENT

Requested by:

Authorizing Official:

Title:

Date

CDR, SC, USN

Date

Senior Prison Advisor

CPA Comptroller

Requester email:

Requester phone:

x5801

CPA FORM 5000 - 22 June 03

CLASSIFICATION

TO: OFFICE OF THE UNDER SECRETARY OF DEFENSE (COMPTROLLER)
FROM: OFFICE OF RECONSTRUCTION AND HUMANITARIAN ASSISTANCE
SUBJECT: Funding Request (\$ in Thousands)

Project number: ORHA-PR-016		Date needed: ASAP	
Short title: Repair of Prison: Isenbarrat		ORHA org symbol: MoJ	
Quantity: Job	Unit price:\$94,200	Amount: \$94,200 In budget (Y/N)	<input checked="" type="checkbox"/>
Request number: PR-014-2003		Requested by (name): 	
<p>Detailed description (including staffing requirements and basis for cost estimate): This request is to refit the Isenbarrat Prison with necessary security and plumbing fixtures. The prison will house up to 300 inmates. The facility is of foreign construction and, with minor refitting, can most suitably house HVDs (high value detainees). The \$94,200 will be required for the 125kv generator, installation of three kitchens, perimeter lighting, "cuff ports," and installation of toilets with plumbing in 62 individual cells. Attached are estimates of all work needed.</p> <p>Indicate how much, if any, of these requested resources are required for civilian police functions: _____ or guard/security requirements _____</p> <p>Justification: (e.g., personnel safety, security, environmental protection) The Prison system is an integral part of the criminal justice system. The addition of the plumbing work will add to the security of the facility by reducing the need to move inmates unnecessarily and will also reduce the number of staff required to ensure security during movement. "Cuff ports" will ensure that humane and efficient movement of inmates can be accommodated by negating the need for additional staff whenever escorting a prisoner from a cell. The lighting and backup generator are vital to the maintenance of security 24 hours a day, 365 days a year. Safe and secure prison facilities are vital in order to protect Iraq's population and future interest in the effective and humane administration and accountability of the criminal justice system.</p> <p>Impact if not funded: The facility is the only suitable location in all of Iraq for the holding of HVDs. The potential loss of any HVD via escape or some other means is incalculable. The facility will require an enormous increase in the number of corrections officers in order to maintain the necessary level of confinement security.</p>			
<p>Item Source: <input type="checkbox"/> Local <input type="checkbox"/> External</p> <p><input type="checkbox"/> Organic <input type="checkbox"/> Contract</p> <p>Currency: <input type="checkbox"/> Local <input type="checkbox"/> US</p> <p>Reimbursable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Source: _____</p> <p>Item could be obtained from or provided by:</p> <p>Coalition/Partner Nation: _____</p> <p>State <input type="checkbox"/> USAID <input type="checkbox"/></p> <p>CENTCOM <input type="checkbox"/> ARCENT <input type="checkbox"/></p> <p>Justice <input type="checkbox"/> Other: _____</p> <p>Duplicate assets provided elsewhere in ORHA? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, attach reason)</p>		<p><u>Sources</u></p> <p>Vested assets <input type="checkbox"/></p> <p>Seized assets <input type="checkbox"/></p> <p><u>Uses</u></p> <p>Iraqi civil service <input type="checkbox"/></p> <p>Iraqi special workers <input type="checkbox"/></p> <p>Iraqi infrastructure <input type="checkbox"/></p> <p><u>Appropriated funds</u></p> <p>Iraq Relief and Reconstruction Fund <input type="checkbox"/></p> <p>Iraqi Freedom Fund <input type="checkbox"/></p> <p>Natural Resource Risk Remediation Fund <input type="checkbox"/></p> <p>Overseas Humanitarian Disaster & Civic Aid <input type="checkbox"/></p> <p>Defense Cooperation Account <input type="checkbox"/></p> <p>Other (specify): _____</p>	
ORHA Comptroller assessment:		This request has been approved by the ORHA Requirements Review Board. (Y/N) <input type="checkbox"/>	
ORHA Comptroller signature _____		Date _____	

08/31/03
1:26 PM

CLASSIFICATION

ORHA FORM 7700

Page 1 of 3

CLASSIFICATION

Project number: ORHA-PR-016		Date needed: ASAP						
Short title: Repair of Prison: Isenbarrat		ORHA org symbol: MoJ						
Quantity: Job	Unit price: \$94,200	Amount: \$94,200 In budget (Y/N) <input type="checkbox"/>						
ORHA MISSION <i>(Billable category, select one)</i>			Memo Police Function, Security (Y/N)					
A. Overhead: ORHA Headquarters administration & management								
B. Repair of damage to oil facilities & related infrastructure <i>(Natural Resources Risk Remediation Fund)</i>								
Reconstruction and Humanitarian Aid Missions <i>(Iraq Relief and Reconstruction Fund, PL 108-11 categories):</i>								
1. Water/sanitation infrastructure			YES					
2. Feeding and food distribution								
3. Supporting relief efforts related to refugees, internally displaced persons, and vulnerable individuals, including assistance for families of innocent Iraqi civilians who suffer losses as a result of military operations								
4. Electricity			YES					
5. Health care								
6. Telecommunications								
7. Economic and financial policy								
8. Education								
9. Transportation								
10. Rule of law and governance <i>(including police)</i>			YES					
11. Humanitarian demining								
12. Agriculture								
13. Other Public Services								
Additional information:								
Item	Apr	May	Jun	Jul	Aug	Sep	BY	BY+1
Total								
Salaries								
Travel/Transport								
Rent/Util/Maint								
Contracts								
Supplies/Equipm't								
Other								
<u>Office symbol</u> _____ <u>Comments (or attachment number)</u> _____								
<u>Decision/disposition</u>								
Approved: _____ Disapproved: _____ Other: _____ Date: _____								

CLASSIFICATION

ORHA BUDGET REQUEST FORM USER'S GUIDE

Request funding for ORHA mission and projects as follows:

1. All blocks must be completed. Add lines or attach pages as needed. Identify related projects, if any, in the detailed description.
2. Each project must be identified to a specific ORHA Ministry or office. While several of the ORHA ministries relate directly to ORHA Missions identified in Public Law 108-11, the relationship is not as identifiable for other Ministries. In either case, each funding request should be carefully examined to determine assignment of the correct ORHA Mission code. To the extent possible, minimize use of Mission 13. Other Public Services.
3. For items included in the budget of record, the ORHA team will determine the approval process for requests equal to or less than \$150,000 (exact).
4. Forward requests that meet the following descriptions to OUSD(C) for funding determination:
 - A. Increases that exceed \$150,000 for projects included in the budget of record.
 - B. Unbudgeted miscellaneous expenses, in batches that exceed \$150,000 total.
 - C. Requests that equal or exceed \$500,000: Establish a project number and identify a definable objective. Includes requests for seized assets or OMB funding.

SUMMARY		
<i>Request value</i>	<i>Budgeted</i>	<i>Unbudgeted</i>
Less than or equal to \$150,000	ORHA Comptroller approval	Bundle to \$500,000 total and submit to OUSD(C)
\$150,000 to \$500,000	Submit to OUSD(C)	
Over \$500,000	Assign project code and submit to OUSD(C)	

5. For items that will not be funded by the Department of Defense or the Natural Resource Risk Remediation Fund, the OUSD(C) will forward the request to the OMB that will, in consultation with the ESG and the National Security Council, make the funding determination. This includes requests for use of seized Iraqi assets.
6. The ORHA Comptroller shall assign Project numbers sequentially within ORHA Missions (e.g., the first request for Water/sanitation infrastructure shall be 1-1; the second will be 1-2). Use standard object class codes to identify cost elements of the project.
 - A. Overhead, ORHA Headquarters Administration & Management requests will start with the letter A.
 - B. Requests for Repair of damage to oil facilities & related infrastructure will start with the letter B.
 - C. All other requests will start with their numeric designator, listed below:

ORHA MISSION (<i>Billable category, select one</i>)		Memorandum Function, Security (Y/N)
A. Overhead: ORHA Headquarters administration & management		
B. Repair of damage to oil facilities & related infrastructure (<i>Natural Resources Risk Remediation Fund</i>)		
Iraq Relief and Reconstruction Fund (<i>PL 108-11 categories</i>):		
1. Water/sanitation infrastructure		YES
2. Feeding and food distribution		
3. Supporting relief efforts related to refugees, internally displaced persons, and vulnerable individuals, including assistance for families of innocent Iraqi civilians who suffer losses as a result of military operations		
4. Electricity		YES
5. Health care		
6. Telecommunications		
7. Economic and financial policy		
8. Education		
9. Transportation		
10. Rule of law and governance (<i>including police</i>)		YES
11. Humanitarian demining		
12. Agriculture		
13. Other Public Services		

AL-Hasanin Company

Kadamyia, Area 415
Street 17, House 20
001-199-216-21137958
001-199-216-33315216

For : Coalition Provisional Authority, Director of Prisons
30, 2003

August

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☐ Exterior lighting for each building using 500-watt sodium projectors. Work includes 4 projectors on each building (12 total) and necessary wiring

Sodium Lights = \$500 each

☐ Construction and equipping of 3 functioning kitchens. Work includes stoves, large capacity refrigerators, and water cooling systems

Kitchen = \$3000 each

☐ Additional work such as improvements to wash closets are rolled into original contract and completed at no additional cost.

☐ Cleaning and landscaping is completed at no cost.

☐ Guard towers are available on Base Camp and can be repositioned at no additional cost.

☐ **Total Bid = \$ 80,200** This does not include the cost of buying a back up generator, (\$14,000). If CPA provides a generator it will be installed at no cost.

☐ Bid and prices are negotiable prior to signing contract.

☐ Work is completed within 6 weeks of signing final contract.

Sincerely,

Zuhair Abbas, Consultant Engineer

Haji Ali, Contractor

IRAQ CORRECTION SERVICES
MINISTRY OF JUSTICE
PROVISION COALITION AUTHORITY

CONTRACT FOR THE RENOVATION OF THE ISTAKBARRAT PRISON IN
BAGHDAD

THIS CONTRACT IS BETWEEN

IRAQ CORRECTIONAL SERVICES, A DEPARTMENT OF THE MINISTRY OF
JUSTICE (HEREIN AFTER REFERRED TO AS THE ICS)

AND

Zuhair Abba and Haje Ali Dawod Co.
(HEREIN AFTER REFERRED TO AS THE CONTRACTOR)

FOR THE CONTRACTOR TO RENOVATE TO MODERN STANDARDS FOR
PLUMBING, ELECTRICITY AND AIR COOLING THE ISTAKBARRAT PRISON
COMPLEX CONSISTING OF THREE BUILDINGS. THE LENGTH OF TIME FOR
COMPLETION: 30 DAYS FROM 02 AUGUST 2003 (01 SEPTEMBER 2004) THE
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OPERATING CONDITIONS: The Contractor agrees to abide by all security requirements for himself and his workers that the US Army imposes for entry into the Istakbarrat Compound. The Contractor agrees to provide to ICS a list of all personnel working on the Prison Buildings within three (3) days (05 August 2004) of starting renovations. If new workers are required names will be provided within two (2) days of their working on the Istakbarrat Compound. In addition, the contractor is responsible for transporting all workers to and from the work location. The contractor can and will be held responsible for the conduct of his workers. The contractor will provide all worker needs to include access to food, water and necessary equipment and tools to execute the contract. ICS will not provide any equipment to complete the renovations.

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2. The ICS reserves the right to ban from the Istakbarrat Compound any worker for any reason the ICS deems necessary with or without the notification of the contractor.

[redacted] - CWO [redacted] and I met
with contractor. [redacted] agreed to,
provide supervision for the resumed
\$ 38,000 project. Contractor has received
payment for 50% (\$19,000)
- Need approximately
\$80,000 more (funding request)

to put WC's in cells, cupboards
for feeding and prisoner movements.
Also, need a generator -
another \$12,000 - Should
submit a funding request for this
ASAP - put the new bid in
your box [redacted]

3. MISCONDUCT by workers and contractors will immediately result in expulsion from the Istakbarrat compound. If an excess amount of misconduct is committed, ICS reserves the right to revoke the contract with or without payment to the contractor. Misconduct is defined as any stealing, selling, trading of illegal drugs or alcohol, arguing with US Personnel, beating US Personnel, etc.

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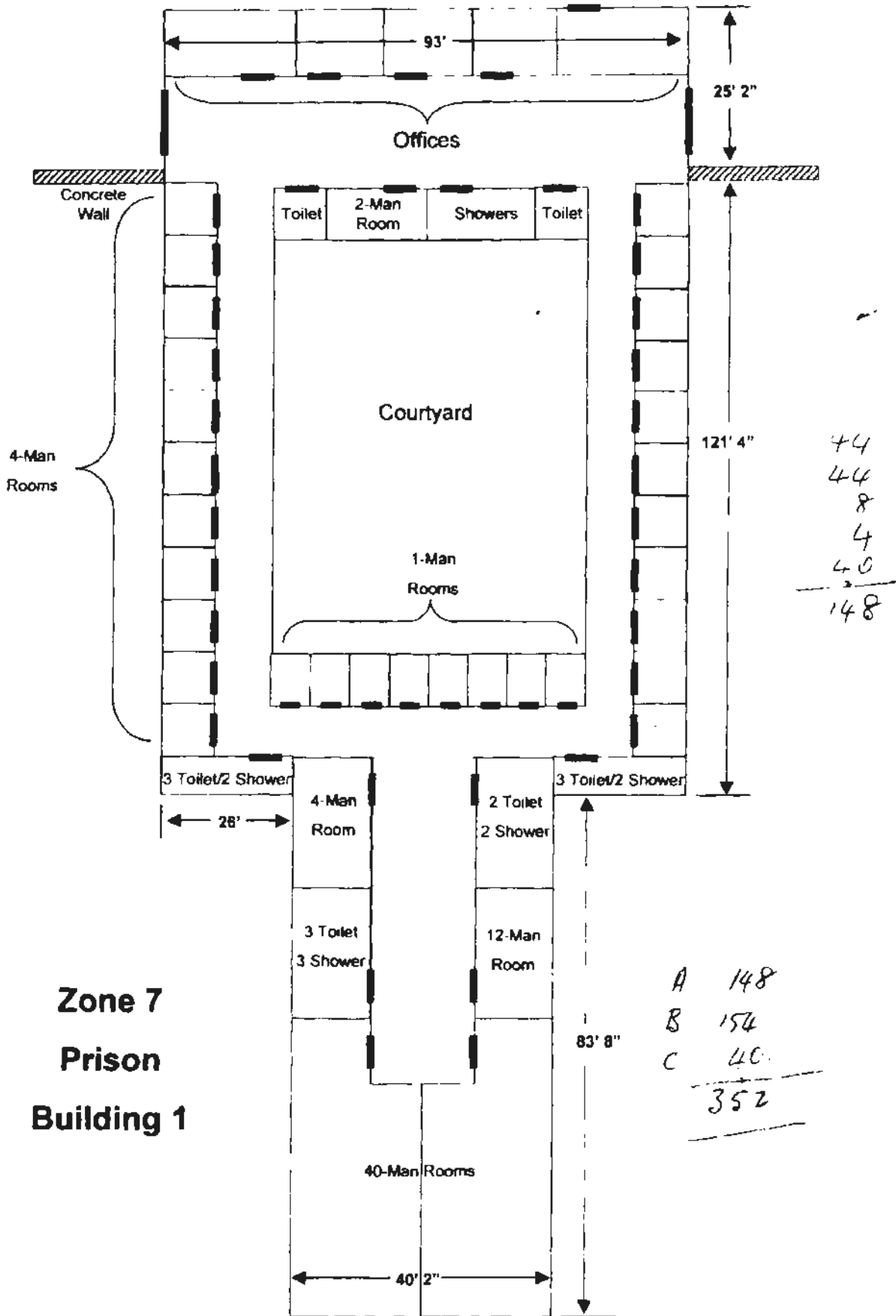
6. NO WEAPONS OR EXPLOSIVES!!



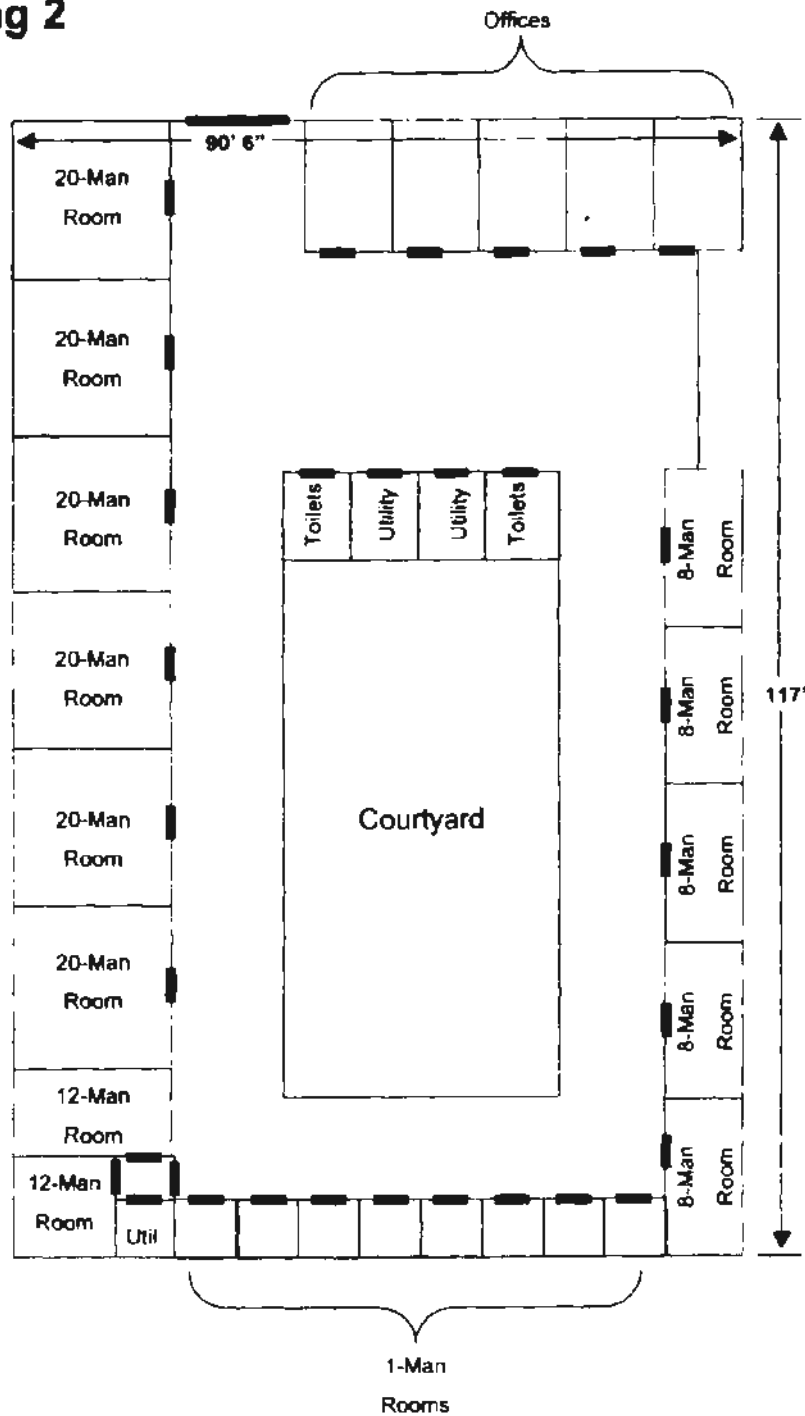
CPT, AR
ICS Military Advisor

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ZUHAIR ABBA
THE CONTRACTOR

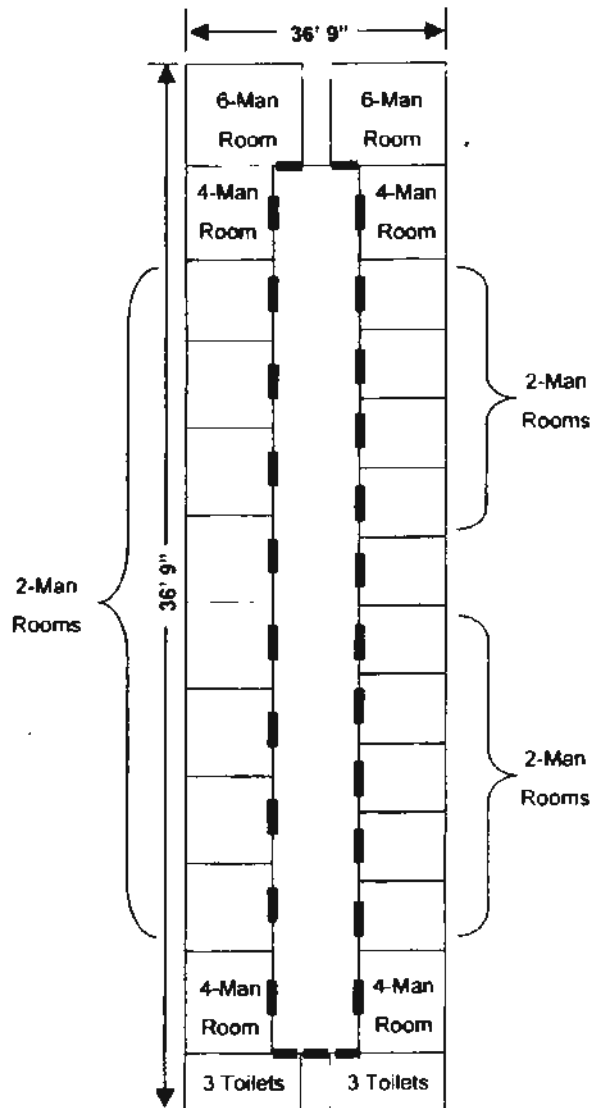


Zone 7
Prison
Building 2



154

Zone 7
Prison
Building 3



40.

UK Ministry of Justice

From: [REDACTED] CONTR

Sent: Sunday, August 03, 2003 1:09 PM

To:

[REDACTED]

Cc:

[REDACTED]

Subject: Crimes Against Humanity Investigation Unit

Please find attached a draft information memo and strategy outline which the OHRTJ plans to submit to the Administrator later in the week. In advance of this we would welcome any views, comments and suggestions from addressees. [REDACTED] and I will be available all week if anyone would like to discuss these drafts with us in person.

Regards,

[REDACTED]

8/4/2003

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**COALITION PROVISIONAL AUTHORITY
BAGHDAD**

INFORMATION MEMO

July 31, 2003

FOR: ADMINISTRATOR

FROM: [REDACTED] Senior Adviser for Transitional Justice
Tom Parker, Special Adviser for Investigations, OHRTJ

SUBJECT: Crimes Against Humanity Investigation Team

Background

On 26th June 2003 you created the Office of Human Rights and Transitional Justice (OHRTJ) to be responsible for human rights and addressing past atrocities. Your memo also established an Investigations Unit within OHRTJ to take the lead nationwide in gathering evidence of Crimes Against Humanity and other serious breaches of international humanitarian law committed by senior members of the former Ba'athist regime until the local capacity exists to take on this role. Through the creation of this unit OHRTJ intends to assist and support an Iraqi-led decision on how to proceed on prosecuting past atrocities.

Activities

- The Investigations Unit is currently working with the Ministry of Interior, Ministry of Justice and Office of the General Council to establish the parameters of its role and to ensure a joined up approach to issue across the CPA and with US Army CID to identify suitable targets for investigation;
- The US Department of State Near East Asia Bureau has allocated US\$1.4M to build an investigative capacity by bringing in international investigators, an evidence custodian and a criminal analyst on six month contracts. OHRTJ is also coordinating with the Department of State, Foreign and Commonwealth Office and other Coalition partners to identify other funding opportunities and to arrange secondments of experienced personnel;
- Iraq currently has no effective detective force. The OHRTJ investigators will also mentor promising Iraqi police officers in coordination with the MoI. To further support this

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initiative it is planned that a number of our investigators will also have a training background;

- The Investigations Unit is currently seeking to establish a secure evidence storage facility and put in place a computerized evidence tracking and retrieval system. It is also our intention to design our evidence handling, forensic and mortuary systems in such a way that they can all eventually be transferred to local ownership;
- [REDACTED] is coordinating the deployment of international exhumation teams to support the Unit's investigations as well as the wider humanitarian effort regarding the mass graves issue. INFORCE has produced protocols to govern the exhumation effort and the FCO has agreed to fund INFORCE to provide a forensic training team to help build local capacity in this area;
- The Investigations Unit is working with USAID and specialist NGOs to help design both victim support structures and to develop protection mechanisms for victims and witnesses whose security is believed to be at risk;
- The Investigations Unit is working with the Office of Transitional Initiatives at USAID to identify document collections currently held by local Iraqis across the country and, where appropriate, to fund initiatives to ensure these records are stored securely and catalogued effectively in a standardized manner;

ATTACHMENTS:

Investigation Strategy Outline

COORDINATION:

Ambassador David Richmond

Judge Donald Campbell, Ministry of Justice

[REDACTED], Ministry of Justice

[REDACTED] Ministry of Justice

Deputy Chief Constable [REDACTED] Ministry of the Interior

[REDACTED] Ministry of the Interior

[REDACTED] Office of the General Council

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Investigation Strategy Outline

July 31, 2003

Objective

- Our objective is to provide investigative support to the Iraqi people as they seek to recover the necessary evidence to hold senior figures from Saddam Hussein's regime accountable for the major crimes committed under their rule.

Strategic Approach

- To establish the credibility of the process the first Crimes Against Humanity cases should address issues and involve individuals that are immediately recognizable to most Iraqis. It is therefore recommended that our initial investigation focus on the top tier of the former Ba'athist leadership and on major events and sites such as those related to the Anfal campaign of 1988, the 1991 Shia uprising or the suppression of the 1999 uprising. In practice, we propose to start with no more than 10-15 targets chosen either from among the High Value Detainees currently in detention or high profile potential perpetrators still at liberty whose whereabouts is currently known.

Local Capacity Building

- It is envisaged that as the Iraqi Police Force develops a criminal investigation capacity, local investigators will begin working alongside their Coalition counterparts thus learning from their experience. We will work with Ministry of the Interior trainers to identify suitable candidates for this process. Ultimately, local investigators will take over the investigation within a framework for prosecuting regime crimes chosen by the Iraqi people themselves. Evidence gathered during this transitional phase will feed into this process providing local prosecutors with a solid foundation on which to build their cases. Furthermore, the institutions that would have to be developed by the CPA to support such an investigation – for instance secure evidence storage facilities, mortuary facilities, forensic laboratories, etc – could ultimately be folded into the local law enforcement establishment significantly boosting the local capacity to investigate major crimes. An investigation conducted to international standards of best practice could be used as the foundation of any future prosecutions in whatever forum adopted by the Governing Council and should in theory help to set the tone for a trial process that adheres to international judicial standards.

Handling Evidence

- We should seek to apply widely accepted international standards of evidence handling to material recovered by investigators for use in any eventual prosecution of regime crimes. This will entail implementing a system that clearly logs all those who have custody of an item from the moment it is seized in

evidence to the moment it is presented in court. Such a system will ensure that key prosecution evidence is protected from outside contamination. We will also seek to establish a computerized investigations database to facilitate the analysis of material seized and a controlled warehouse facility where evidence can be securely stored. All initiatives in this area will be constituted in such a way that they can be seamlessly adopted by local law enforcement.

Arrest and Detention of Suspects

- In addition to any HYDs targeted in the course of this investigation there is pressure from the Governing Council that a number of alleged perpetrators still at liberty should also be placed under arrest. We would propose that a small, self-contained detention facility be established within a wing of Abu Qeraib maximum security prison to hold up to 20 such prisoners. †

Logistical Support

- To operate effectively investigators will ultimately require a secure, self-contained base of operations where working files can be stored safely and witnesses can be interviewed free of outside intimidation. In addition to the usual items of office equipment such as shredders, photocopiers, secure filing cabinets, stationary, etc., investigators will require access to accommodation, vehicles, security, a team of skilled interpreters, communications equipment, video and photographic equipment and GPS navigation devices.

Victim Support

- An important component of any investigative process will be the development of local psycho-social support structures to help victims come to terms with their experiences. A number of NGOs are currently bidding to help build such a capability. Through OHRTJ's NGO Coordinator we will also seek to place families in contact with other aid agencies who can help service a wide range of social needs. The provision of such support can be an important factor in winning over the hearts and minds of local people and encouraging their participation in the investigation.

Community Outreach

- If we are to win public trust and support for our efforts, it is important that the investigative process is conducted in as a transparent manner as possible and that the public is kept as fully apprised as possible about our intentions.

Please file Subbarat


Monday ²⁵/₀₃

Meeting today with Capt. Spencer
and Blakey from Glax Barret Prisoner

Originally Lane and myself was
presenting the lack of work and
professional standard by the contractor
who was employed to refurbish the
prison.

It was agreed to get brief about to
visit the prison and write up a
scope of work that was required to
be completed.

The decision to use the prison for
HVD is "good."

 - This is the contract
on the military Prison

**IRAQ CORRECTION SERVICES
MINISTRY OF JUSTICE
PROVISION COALITION AUTHORITY**

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(Scope of work?)
↓

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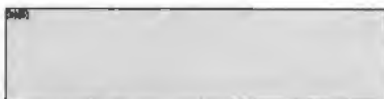
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CPT, AR
ICS Military Advisor

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ZUHAIR ABBA
THE CONTRACTOR

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PROVISION COALITION AUTHORITY**

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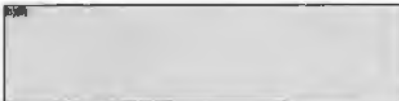
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CPT, AR
ICS Military Advisor

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ZUHAIR ABBA
THE CONTRACTOR

**Iraqi Ministry of Justice
Prisons Department**

Date: 05 August 2003
To: General Donald Campbell, Ministry of Justice
From: [REDACTED]

Reference: Detention Needs of Crimes Against Humanity Investigation Unit

On 04 August 2003, I reviewed a memorandum from [REDACTED] Special Adviser for Investigations, OHRTJ, which discusses the functions and needs of the Crimes Against Humanity Investigations Unit (CAHIU). On the last page of that memorandum, [REDACTED] proposed that "a *small, self-contained detention facility*¹ be established within a wing of Abu Ghraib maximum security prison to hold up to 20 prisoners." In response, I called [REDACTED] and invited him to meet to discuss the options for housing their special High Value Detainees (HVD).

The CAHUI is tasked with investigating crimes against humanity; "serious breaches of international humanitarian law committed by senior members of the former Ba'athist regime." The investigations will target 10-15 of the HVDs currently in detention or high-profile offenders not currently in custody. To house these prisoners during investigation and prosecution, the CAHUI will need a very secure venue for detention.

On 05 August 2003, at 0930, I met with [REDACTED]. We discussed their needs and what resources we have which might fill their requirements. Excluding any consideration of military facilities (i.e., Camp Cropper, Camp Vigilant, etc.), there are only two facilities which would offer the security required for the HVD's that the CAHIU would be incarcerating; Bagdad Central and Iesenbaret Detention Center. Neither option is without problems, although one is clearly the most practical choice.

Bagdad Central (Abu Ghraib). Bagdad Central is a large, well-constructed facility which has, of course, been the center of much interest and controversy. There are approximately 400 cells which could be occupied within a week or two, and another 2,700 cells which should be on line by the end of the year.

Advantages. This facility is secure and very well constructed; thus, could provide the *basic* security needs (i.e., maximum security perimeter, maximum security cells, close supervision).

¹Emphasis added.

Disadvantages. The layout of Abu Ghraib does not lend itself to small, self-contained living areas in which this special population could be housed in a segregated environment. While the basic security needs could be met, the special security required to sequester these HVDs from the rest of the prisoner population would be difficult to provide and would necessitate leaving a substantial number of cells empty.

Eisenbaret Detention Facility. The Eisenbaret Detention Center is a maximum security facility which was formerly operated by Iraqi Military Intelligence. It is located in the Kadamiya sector, inside a secure military complex occupied the U.S. Military. The facility which could house up to 600 maximum security prisoners, includes three buildings with a wide variety of cell configurations.

Advantages. The facility is one of the most secure in all of Iraq, and it offers the greatest array of housing options and ways in which to segregate the CAHUI HVDs from any physical contact with those prisoners in the general population. This project is funded and has a very small price tag (\$38,000),² and work could be completed in three to four weeks. Eisenbaret is also the facility which has been identified by the Prison Department as the most appropriate for, and capable of, handling the HVD prison population, generally.

Disadvantages. Unfortunately, we have not been able to start construction on the project. Eisenbaret is located within a secure military perimeter; thus, it is necessary that military police escort the contractor into the detention center, remain with them during the time they are working, and then escort them back out of the secure area at the end of the work day.³ I have asked Brigadier General Karpinski, CG for the 800th MP BGD, to task a small group of MPs to handle that assignment; however, she has stated on two occasions that she does not have enough staff to provide the limited guard force that would be necessary.

In summary, the Eisenbaret Detention Center is the only detention center capable of meeting all of the requirements to effectively and securely handle CAHUI's special group of HVDs.

cc: [redacted] Special Adviser for Investigations, OHRTJ
[redacted] Prisons Department
[redacted] Prisons Department

²The 18th MP BDE and the OCPA Engineering FES team coordinated the evaluation of the facility and determined what repairs are needed. A local contractor submitted a bid of \$38,000 to rehabilitate the facility.

³0700 through 1700 hours.

Please copy ① Baghdad Central
② Istahbarat.



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No discussion from military
on H.V.D. location 30/8/2003

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³0700 through 1700 hours.

4/10/2003

7:38 AM

Detainment Center	Location	BE #	Type Of Prison	Image Found	Remarks
BAGHDAD MED ORD PRISON WARD RASHID MIL CMPLX	331850N0442737E	0427-00457	MIL	Yes	MB 4973391790
RADWANIYAH PRISON	331214N0441721E	0427CA0578	SSO	Yes	Pos. Named Masajim as well
BAGHDAD HOSP AIR FORCE BASE RASHID DET FAC	331701N0443127E	0427CA0023	MIL	Yes	MB 3371574116
BAGHDAD POSS UG DET FAC02	332515N0441813E	0427IC0008	SSO	Yes	2525698159
BAGHDAD POSS UG DET FAC01	332447N0441738E	0427IC0005	SSO	Yes	2724697303
AI RASHIDIYAH POSS DET FAC	332437N0442054E	0427CA0614		Yes	3940776862
BAGHDAD ROYAL PALACE ABBASID	332034N0442301E	0427-01858		Yes	4264387422
BAGHDAD MIN OF PLAN & INTL AFFAIRS	331827N0442413E	0427-01881		Yes	4449287384
BAGHDAD CIV DEF BNKR 03	331810N0442022E	0427-02105		Yes	3850585048
BAGHDAD MIN OF INTERNAL AFFAIRS	331858N0442543E	0427-02198		Yes	4682488325
BAGHDAD MARTYR HAMAD SHAHAB MIL HOSP DET FAC	333058N0442331E	0427-02233		Yes	MC 4353008609
BAGHDAD IIS SENIOR ANALYSIS CENTER	331858N0442118E	0427CA5028	IIS	Yes	3991086456
BAGHDAD BABIL DISTRICT REGIME CMPLX DET FAC	331845N0442402E	0427DA1075		Yes	4417982396
MUQBAL NASB AI SHAHID PRISON	331845N0442334E	0427-01880		Yes	4247686096
DIR FOR GEN SEC HQ PRISON CMPLX	331948N0442853E	0427-02306	DGS	Yes	5173487592
BAGHDAD VIP COMPOUND BABIL DISTRICT	331700N0442441E	0427DJ1732		Yes	4519082853
RADWANIYA PALACE EAST POSS DET FAC	331309N0441321E	0427DA1293		Yes	2754875854
RADWANIYAH QASR AL SIROOR PALACE	331718N0441518E	0427CA1387		Yes	3065883530
BAGHDAD NATIONAL SECURITY ACADEMY	331847N0441805E	0427CA5750		Yes	3494582515
IRAQI CUSTOMS OFFICE HQ PRISON	331838N0441754E	0427IC0014		Yes	3468385966
BAGHDAD IIS ANNEX	331818N0442122E	0427DA1018	IIS	Yes	4005885285
BAGHDAD POLICE HQ & BKS KARMA	332045N0442101E	0427DA1046		Yes	3934389816
T-583 (ON BAGHDAD/MAHMUDIYA HWY)	331124N0442217E	0427CA5275	SSO	Yes	CAMP 1 4140372527
AL MASHRUWSH 312 (AL SARKAN CEMTRY)	331850N0440225E	NO BE#	SSO	Yes	CAMP 2 1066486497
Q-111 AL RASHID CAMP	331721N0442843E	0427-08013	SSO	Yes	CAMP 3 5145383466
819 (BAGHDAD HOSPITAL SADDAM CHILDREN PARC)	331858N0442015E	0427AN0098	SSO	Yes	CAMP 4 3834588376

Detainment Center	Location	BE #	Type Of Prison	Image Found	Remarks
BAGHDAD DIR FOR GEN SEC BAGHDAD REG HQ	331906N0442338E	0427DJ0028	DGS	Yes	4353286712
BAGHDAD SSO OFFICES HAIFA	331914N0442405E	0427-02306	SSO	Yes	4428386985
BAGHDAD CENTRAL PRISON	332015N0442335E	0427-00382	GEN	No	4351888868
QUORTIYA PRISON (AKA THE CAN)	331844N0442424E	0427CA1330	SSO	Yes	4476986058
AL HAYAT PRISON (THE CASKET)	331845N0442421E	0427CA1330	SSO	Yes	4469286089
BAGHDAD POSS SSO FAC AL HAYYAT	331834N0442430E	0427DA1138	SSO	Yes	4492285749
BAGHDAD SSO FACILITY TASHRI	331819N0442328E	0427CA5088	SSO	Yes	4331685296
BAGHDAD IS PRISON	331901N0442558E	0427-02237	IIS	Yes	4722886568
BAGHDAD SSO OFFICES QADISIYAH	331741N0442209E	0427-02197	SSO	Yes	4126684138
BAGHDAD IS HQ	331833N0442127E	0427-01920	IIS	Yes	4019085746
IRAQI OLYMPIC COMMITTEE HQ & DET FAC	332022N0442626E	0427IC0013		Yes	4794089059
BANI SAD PRISON CMLX	333341N0443151E	0427CA5842		Yes	5645213624
AL MUTAWABBI PROB DET FAC	331922N0442007E	0427IC0015	GEN	Yes	3813187268
BAGHDAD BKS AL MASHTAL	332020N0442745E	0427RS0051	DGS	Yes	4998288986
BAGHDAD BORDER DIR HQ	331943N0442910E	0427DA1219	Border Dir	Yes	5217387836
DIR FOR GEN SEC RASFA	331908N0442608E	0427-02200	DGS	Yes	4746286782
BAGHDAD POLICE ACADEMY	332003N0442558E	0427-02199	City Police	Yes	4721388477
BAGHDAD MALAB ASH SHAB STADIUM DET FAC	331930N0442808E	0427IC0012		Yes	4746687460
BAGHDAD DIR OF MIL INTEL HQ	332305N0442115E	0427CB0060	MIL	Yes	Poss. AKA (Kathmha/Kazmhyah) 1 MEF 3993274
AR RASHID PRISON	331744N0442805E	0427DA0331	GEN	Yes	5047484179
BAGHDAD MED VIP PRISON WARD RASHID MIL CMLX	331635N0442725E	0427-00457	MIL	Yes	4942882060

Facility Name	BE Number	Location
N1. NORTH MOSUL PRISON	0340CA0338	362403N0425750E
N2. AL MAWSIL MILITARY DETENTION FACILITY	0340DA0312	361850N0430742E
N3. AL MAWSIL PRISON COMPLEX	0340DA0313	362210N0431939E
N4. AR RASHID PRISON	0427DA0331	331744N0442805E
N5. TIKRIT PROB MILITARY DETENTION COMPLEX	0427DA0457	344610N0433435E
N6. ABU GHURAYB PRISON COMPLEX	0427DA0468	331736N0440353E
N7. BAQUBAH PRISON	0427DA0486	334513N0443902E
N8. BAQUBAH DETENTION FACILITY	0427DA0487	334443N0444126E
N9. AZ ZUBAYR PRISON	0445-00088	302317N0474051E
N10. BASRAH PRISON	0445DA0169	302929N0474827E
N11. BANI SAD PRISON COMPLEX	0427CA5642	333341N0443151E
N12. BAGHDAD IRAQI INTEL SERVICE PRISON (HAKEMIYAH PRISON)	0427-02237	331901N0442559E
N13. TIKRIT DIR FOR GEN SECURITY HQ	0427CA1385	343708N0434213E
N14. MOSUL DIR FOR GEN SECURITY HQS	0340CA0048	362039N0430909E
N15. AN NASIRIYAH DIR FOR GEN SECURITY HQ	0445CA0007	310339N0461457E
N16. AR RAMADI IRAQI INTEL SERVICE HQ	0427CA5076	332607N0431607E
N17. AQRAH PRISON	0340IC0002	364409N0435246E
N18. BAGHDAD DIR FOR GEN SECURITY NATL HQ	0427-02306	331948N0442853E
N19. BAGHDAD DIR FOR GEN SECURITY BAGHDAD REGIONAL HQ	0427DJ0028	331905N0442336E
N20. BAGHDAD SPECIAL SECURITY ORG OFFICES HAIFA	0427-02305	331914N0442405E
N21. AN NAJAF DIRECTORATE FOR GENERAL SECURITY	0427CA0011	320032N0442054E
N22. AL AMARAH DIR FOR GEN SECURITY HQ	0445CA0004	315020N0470838E
N23. QUORTIYA PRISON (AKA THE CAN)	0427CA1330	331844N0442424E
N24. SAMAWAH DIR FOR GEN SEC HQ	0445CA0005	311810N0451708E
N25. BAGHDAD SPECIAL SECURITY ORG FACILITY TASHRI	0427CA5098	331819N0442328E
N26. AL BASRAH DIR FOR GEN SEC HQ	0445CA0006	303053N0474949E
N27. TIKRIT SPECIAL SECURITY ORGANIZATION HQ	0427DA1298	343502N0434148E
N28. BAGHDAD DIRECTORATE FOR GENERAL SECURITY AR RASAF	0427-02200	331908N0442608E

FACILITY NAME	BE NUMBER	LOCATION
N29. MOSUL IRAQI INTEL SERVICE ANNEX	0340CA0253	362036N0430851E
N30. KIRKUK DIR FOR GEN SECURITY HQ	0427CA0004	352731N0442314E
N31. BAGHDAD BORDER DIRECTORATE HQ	0427DA1219	331943N0442910E
N32. KARBALA DIR FOR GEN SEC HQ	0427CA0006	323723N0440219E
N33. AL KUT DIR FOR GEN SEC HQ	0427CA0009	323021N0454903E
N34. BAGHDAD DIR OF MIL INTEL HQ	0427CB0050	332305N0442115E
N35. AL HILLAH DIR FOR GEN SECURITY HQ	0427CA0012	322940N0442627E
N36. SULAYMANIYAH POSS DIR FOR GEN SECURITY HQ	0427CA0015	353344N 0452536E
N37. KIRKUK DIR FOR GEN SECURITY HQ SE	0427CA5031	352630N0442427E
N38. IRBIL POSS DIR FOR GEN SECURITY HQ	0340CA0077	361049N0435933E
N39. DAHUK DIR FOR GEN SECURITY HQ	0340CA0071	365157N0425943E
N40. MOSUL DIR FOR GEN SECURITY ANNEX	0340CA0250	362023N0430848E
N41. BAGHDAD POLICE ACADEMY	0427-02199	332003N0442558E
N42. BAGHDAD SPECIAL SECURITY ORG OFFICES QADISIYAH	0427-02197	331741N0442209E
N43. BAGHDAD POSS SSO FAC AL HAYYAT	0427DA1138	331834N0442430E
N44. BAGHDAD POSS UG DETENTION FACILITY	0427IC0005	332447N0441738E
N45. ALRASHDIYAH POSS DETENTION FACILITY	0427CA0614	332437N0442054E
N46. BAGHDAD ROYAL PALACE ABBASID	0427-01856	332034N0442301E
N47. BAGHDAD IRAQI INTELLIGENCE SERVICE HQ	0427-01920	331833N0442127E
N48. BAGHDAD MIN OF INTERNAL AFFAIRS	0427-02198	331958N0442543E
N49. BAGHDAD IIS SENIOR ANALYSIS CENTER	0427CA5026	331856N0442116E
N50. BAGHDAD IRAQI INTEL SERVICE ANNEX	0427DA1018	331818N0442122E
N51. BAGHDAD POSS UG DETENTION FACILITY 002	0427IC0008	332515N0441813E
N52. BAGHDAD CIV DEF BNKR 03	0427-02105	331810N0442022E
N53. BAGHDAD BKS AL MASHTAL (DGS)	0427RS0051	332020N0442745E
N54. KIRKUK EAST IRAQI INTEL SERVICE REGIONAL HQ	0427RS0168	352627N0442154E
N55. MOSUL DIR OF MIL INTEL HQ	0340CA0254	362031N0430807E
N56. MOSUL IRAQI INTEL SERVICE SOUTH	0340CA1065	362020N0430902E
N57. AR RUTBAH IRAQI INTEL SERVICE HQ	0427CA5077	330212N0401732E

FACILITY NAME	BE NUMBER	LOCATION
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NATIONAL PRISONS

4/10

7:

N58. BAGHDAD MALAB ASH SHAB STADIUM DETENTION FAC	0427IC0012	331930N0442608E
N59. RADWANIYAH PRISON	0427CA0578	331214N0441721E
N60. AR RAMADI RARAR ARMY CAMP RGFC BKS DETENTION COMPOUND	0427-00700	332549N0431452E
N61. KIRKUK POSS BAATH PARTY FACILITY 1	0427RS0167	352722N0442241E
N62. AL BASRAH IRAQI INTEL SERVICE HQ	0445CA7209	303126N0474913E
N63. IRAQI OLYMPIC COMMITTEE HEADQUARTERS AND DETENTION FAC	0427IC0013	332022N0442626E
N64. IRAQI CUSTOMS OFFICE HQ PRISON	0427IC0014	331839N0441754E
N65. MUQBAL NASB AL SHAHDID PRISON	0427-01880	331845N0442334E
N66. AL MUTAWABBBI PROB DETENTION FACILITY	0427IC0015	331922N0442007E
N67. AL BASRAH PROVINCIAL POLICE HQ	0445-00158	303101N0475003E
N68. BAGHDAD MED VIP PRISON WARD RASHID MILITARY COMPLEX	0427-00457	331635N0442725E
N69. AL HAYAT PRISON (THE CASKET)	0427CA1330	331845N0442421E
N69. MOSUL BAATH PARTY HQ	0340CA0252	362033N0430844E
N70. IRBIL PRISON	0340IC0005	361128N0440019E
N71. AL MAHMUDIYAH S BKS AND TNG FAC	0427CA5278	330218N0442147E
N72. BAGHDAD MIN OF PLANNING A INTL AFFAIRS	0427-01881	331927N0442413E
N73. K1 AIRBASE A PRISON	0427-08009	353050N0441710E
N74. AS SALMAN POLICE GARRISON	0445-00880	303031N0443220E
N75. BAGHDAD BABIL DISTRICT REGIME COMPLEX DETENTION FAC	0427DA1075	331645N0442402E
N76. TIKRIT AL AWJA PALACE	0427DA1309	343148N0434259E
N77. BAGHDAD NATIONAL SECURITY ACADEMY	0427CA5750	331647N0441805E
N78. AL-KAHLA POLICE STATION	0445IC0009	314011N0471718E
N79. TIKRIT CIVILIAN INTELLIGENCE HQ	0427IC0019	343626N0434048E
N80. AL KUT INTERNAL SECURITY FAC NE	0427CA5729	323215N0455304E
N81. SAIYID RAUF MIL DETENTION FAC	0427CA0459	331041N0443646E
N82. BAGHDAD POLICE HQ AND BKS KARMA	0427DA1046	332045N0442101E
N83. SALMAN PAK PALACE A RESIDENCES	0427DA1288	330348N0443438E
N84. RADWANIYA PALACE EAST POSS DETENTION FACILITY	0427DA1293	331309N0441321E
N85. RADWANIYAH QASR AL SIROOR PALACE	0427CA1367	331719N0441519E

FACILITY NAME	BE NUMBER	LOCATION
N86. BAGHDAD VIP COMPOUND BABIL DISTRICT	0427DJ1732	331700N0442441E

NATIONAL PRISONS

4/10/2

7:38

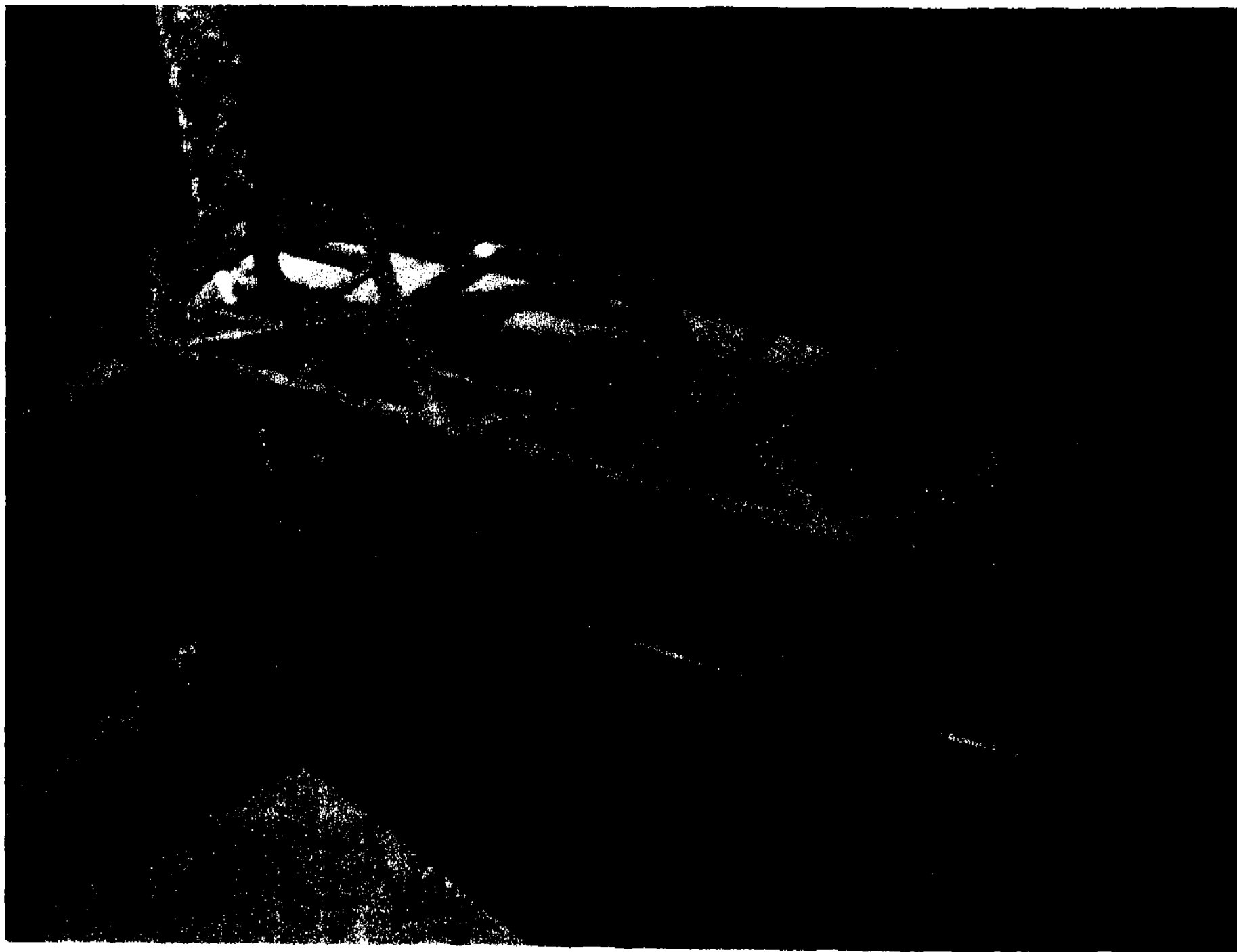
N87. AL QURNAH PRISON EAST	0445IC0010	310051N0472541E
N88. AL QURNAH PRISON WEST	0445IC0011	310045N0472510E
N89. BAGHDAD MED ORDINARY PRISON WARD RASHID MILITARY COMPL	0427-00457	331650N0442737E
N90. BAGHDAD MARTYR HAMAD SHAHAB MILITARY HOSPITAL DET FAC	0427-02233	333056N0442331E
N91. BAGHDAD HOSPITAL SADDAM CHILDRENS PARK NURSE VILLA	0427AN0069	331958N0442015E
N92. AL HILLAH PRISON	0427IC0020	322824N0442604E
N93. BAGHDAD SPECIAL SECURITY ORG HQ NATIONAL	0427CA1330	331844N0442424E
N94. BAGHDAD SPECIAL SECURITY ORG OFFICES HAIFA	0427-02305	331914N0442405E
N95. SUSPECT SSO PRISON CAMP 5	0427-00457	331636N0442729E
N96. IRAQI OLYMPIC COMMITTEE HQ AND DET FAC	0427-02202	332021N0442625E
N97. BAGHDAD IIS FRONT COMPANY OFFICES	0427CA5027	331902N0442120E
N98. AR RAMIDI DET COMPLEX	0427DA1006	332630N0431440E
N99. AR RUTBAH PRISON	0427IC0007	330213N0401544E
N100. AL-RUDH WA NIYYAH POSS UG POLITICAL DET CENTER	0427IC0009	331746N0441340E
N101. AN NASIRIYAH DET FAC	0445IC0012	310243N0461444E
N102. BAGHDAD CENTRAL PRISON	0427-00362	332015N0442335E
N103. BAGHDAD HOSPITAL AIR FORCE BASE RASHID DET FACILITY	0427CA0023	331701N0443127E

AL Sahlyah

10 boxes of soap
200 Tooth brushes.
200 Tooth pastes
100 Sanitary naphies.
10 Boxes of Shampoo.
200 Towels.
120 Plastic Cups.
20 kg Detergent for clothes.
~~10 boxes Disinfectant~~
10 boxes Disinfectant
Detol. 5 gallon Germany

AL Tasferat

200 Toothbrushes
200 Toothpaste.
10 boxes Shampoo.
100 Towels
* 10,000 Plastic Plates/~~etc~~ spoons etc
for AL Sahlyah.



ORHA OPERATIONS CENTER IRAQ

IRAQ FORUM REQUEST FORM

(Submit this form to C3-24hrs in advance)

Date _____

Name/ORHA POC _____

Phone number _____

Purpose of meeting _____

Date and time period of event: _____

Type of facility needed in IRAQ Forum

Extra Large meeting room (greater than 100) _____

Large meeting room (50-100 people) _____

Medium meeting room (50 or less) _____

Small meeting room (25 or less) _____

Number in Group _____ (list of names provided separately)

All meeting heads or points of contact (POC) must register at the forum welcome desk for conference room or meeting room assignment. DSN

or E-mail = or

Special equipment (sound is available, but organization requestor must run it).
You must bring your own **water**.

=====

Below this line for office use only

COORDINATING AUTHORITIES

Deputy Chief of Staff / C3 _____

Iraq Forum Coordination Officer _____

Colonel Ahmed 28/5/03

1348

Director of prison — Not director of one across street
Get someone to bring him.
Prison here not suitable for humans

What name of detention centre — previously Jail Department
Trial confinement.

Name of Prison: —

Rusafa behind prison — looked at present. First prison in
Baghdad — that opens.

Two detention centres / Jail.

Commander of Jail come over.

Colonel work with prisons?

Yes they were investigated

Operational control — No. Work in Police Academy only

Name of individual was ^{General} ~~Colonel~~ Ahmed — Alsaadi
Colonel ~~Sadiq~~ Abdul Zahra
[detention centre]

Who would take us to all detention centres —
only know part of them. Others that were hidden

Trial centres operated by Min of Interior

Det centres operated by police.

Ready Police Academy driver

Captain. Mush Tag

Permission to go given by the Colonel.

Pick up tomorrow about 10.00 am.

Police escorted to Court.



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Service
BAGHDAD, IRAQ
APO AE 09342

25 March 2004

MEMORANDUM FOR RECORD

SUBJECT: Authority to Purchase Emergency Generator for An Najaf and Abu Ghraib

The Iraqi Correctional Services management team, specifically: Salam Hussein, Sarkies Seebo Sarkies, BG Juma'a, Hameed Jaber Aboud, and Mona Idhrees were authorized to convene a committee for the purpose of immediately purchasing emergency back-up generators at An Najaf and Abu Ghraib prison.

The generator for Najaf was to be 40kv and the generator for Abu Ghraib was to be 250kv.

[REDACTED] directed the individuals to purchase these items last Fall and were further directed by me to ensure that the generators were purchased, delivered and installed.

[REDACTED]
CPT, MP, USA
Military Advisor, ICS
Ministry of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Service
BAGHDAD, IRAQ
APO AE 09342

25 March 2004

MEMORANDUM FOR RECORD

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CPT, MP, USA
Military Advisor, ICS
Ministry of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

18 March 2004

MEMORANDUM FOR RECORD

SUBJECT: Authority to Make Payments on MOI Food Contracts in Default

This memorandum shall serve as notice that Sarkies Seebo Sarkies is authorized to make payment from the Prisons Department 2004 budget to the various food vendors that supply meals to prisoners in Iraq. These vendors supply food to Ministry of Interior (MOI) detention cells. The payments shall be limited to 3,000 Iraqi Dinar per prisoner per day. Contracts in excess of this amount will be paid for upon completion of negotiations with MOI and MOJ and will be rendered by one of the ministries.

A failure on the part of the MOI to budget for the feeding of prisoners and the apparent refusal of MOI to pay their contractual obligations may cause for a humanitarian crisis. Payment from the Iraqi Correctional Service (ICS) budget is tentatively authorized by the ICS CPA Advisory office until such time as MOI can be forced to make payment on their contractual and humanitarian obligations and to reimburse the ICS for the cost of maintaining the food services. Although these facilities are the responsibility of the Ministry of the Interior, ICS may take over the operations at some of these locations per a Memorandum of Agreement dated December 2003.

Sarkies Seebo Sarkies is directed, without option, to make payments on the contracts with the various food vendors. This directive is based upon the order to pay for meals, given by the Minister of Justice.

The regular feeding of prisoners in Iraq directly affects the security situation in the country. MOI continually refuses to pay for the meals apparently so that they may use the funds for other purposes. ICS will not see the security of Iraq jeopardized due to MOI planning failures.



Military Advisor to ICS
Ministry of Justice

Cc:

MoJ, Directorate General of Administration for Information
MoJ, CPA
MoJ, Account Department
MoJ, Prisons Department
MoF, Director General, Budgets



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

18 March 2004

MEMORANDUM FOR RECORD

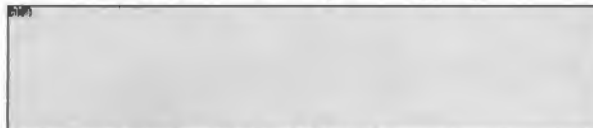
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Military Advisor to ICS
Ministry of Justice

Cc:

MoJ, Directorate General of Administration for Information
MoJ, CPA
MoJ, Account Department
MoJ, Prisons Department
MoF, Director General, Budgets



COALITION PROVISIONAL AUTHORITY
BAGHDAD

ACTION MEMO

DATE: 21 March 2004

FOR: Ra'id Jader Khalaf, Director General, ICS

FROM: [Redacted] Military Advisor [Redacted]

SUBJECT: Position Assignment Change: Sarkies Seebo Sarkies

The following individual has been appointed to the position within the ICS as indicated below. This order is to correct the salary degree error listed on the original order (attached). The position is critical to the integrity of operations within the entire prison system, and is effective immediately:

- 1) **Full Name:** Sarkies Seebo Sarkies
- 2) **Position Title:** Business Manager, ICS
- 3) **Description of Duties:** This position is responsible to supervise, direct and coordinate all business operations throughout the entire Iraqi Corrections Service, to include all accounts departments.
- 4) **Grade and Step:** Grade 3, Step 5
- 5) **National Identification Number:**

This order is to correct a long overdue change in position assignments. Sarkies currently holds a position as "Stores Keeper." Sarkies has effectively coordinated business efforts and budget matters for the ICS since June of 2003. Regardless of the lack certifications typically held by someone in this position, Sarkies has performed admirably. Sarkies' dedication to the ICS and tireless efforts to ensure that the ICS moves forward in all reconstruction and daily operations have been displayed continually over the last nine months. These attributes are more than enough reason to officially appoint him as the ICS Business Manager.

No other individual has ever come forward as Sarkies has to prove himself. No one else is more qualified to administer to the national needs of the ICS such as Sarkies is able to do.

Please coordinate the reconciliation of records with the Ministry of Finance and the Ministry of Labor and Social Affairs.



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

20 March 2004

MEMORANDUM FOR RECORD

SUBJECT: Merging of Employees into ICS

On 5 June 2003 the responsibility for the operation of Detention Centers and Prisons was transferred from all other ministries to the Prison Department, Ministry of Justice by Coalition Provisional Authority, CPA Order Number 10. (A copy of which is enclosed)

CPA Order Number 10 mandates that all employees and assets associated with the operation of detention centers and prisons be transferred and become an integral part of the Iraqi Correctional Service (ICS).

All employees working in a facility operated by ICS are considered an employee of ICS and will hold the title of the position to which they are assigned. The official title for guards in ICS is Iraqi Correctional Officer or ICO.

Former employees of the Ministry of Interior (IPs), Ministry of Labor and Social Affairs, etc. are no longer considered police officers or IPs. Military ranks held prior to the events of March 2003 are no longer valid.

All employees of Juvenile facilities, Adult Corrections facilities and Female Corrections facilities are a part of the ICS and are all subject to orders made by the ICS and the National Director General.



Director and Senior Advisor,
Iraqi Correctional Service
Ministry Of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

20 March 2004

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Director and Senior Advisor,
Iraqi Correctional Service
Ministry Of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

20 March 2004

MEMORANDUM FOR RECORD

SUBJECT: Hazardous Duty Pay for All Employees in ICS

All employees in ICS: Juvenile facilities, Adult Corrections facilities and Female Corrections facilities and the administrative employees are a part of the ICS and are all subject to the hazards experienced while working in the ICS.

All Iraqi Correctional Service employees are authorized hazardous duty pay.



Director and Senior Advisor,
Iraqi Correctional Service
Ministry Of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

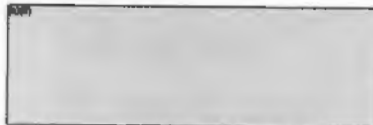
20 March 2004

MEMORANDUM FOR RECORD

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Director and Senior Advisor,
Iraqi Correctional Service
Ministry Of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

20 March 2004

MEMORANDUM FOR RECORD

SUBJECT: Hiring of ICS Academy Classes 17, 18 and 19

All names listed on the Iraqi Correctional Service training academy rosters for classes 17, 18 and 19 are authorized to be hired and placed on the payroll.

Ensure that all names are entered into ICS records and scheduled to receive payment for work.



Director and Senior Advisor,
Iraqi Correctional Service
Ministry Of Justice



COALITION PROVISIONAL AUTHORITY
Ministry of Justice, Iraqi Correctional Services
BAGHDAD, IRAQ
APO AE 09302

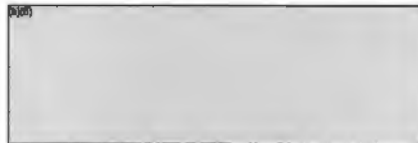
20 March 2004

MEMORANDUM FOR RECORD

SUBJECT: Hiring of ICS Academy Classes 17, 18 and 19

All names listed on the Iraqi Correctional Service training academy rosters for classes 17, 18 and 19 are authorized to be hired and placed on the payroll.

Ensure that all names are entered into ICS records and scheduled to receive payment for work.



Director and Senior Advisor,
Iraqi Correctional Service
Ministry Of Justice

CPT, Dept. of Prisons

From: [REDACTED]
Sent: Tuesday, March 23, 2004 3:55 PM
To: [REDACTED] CPT, Dept. of Prisons
Subject: RE: Glock pistols



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CPT. [REDACTED]

I have scanned teh last End User Certificate and purchase order as an example. You would need to get the original from the Ambassador now in Irag. Glock has 2500 pistols on hold so we can make delivery quickly. We would need to receive the faxed copies as quickly as possible to start teh ball rolling and you would need to mail the original End User Certificate to Glock, Austria. Should you have futher questions please contact me by email or [REDACTED]

-----Original Message-----

From: [REDACTED] CPT, Dept. of Prisons [mailto:[REDACTED]]
Sent: Tuesday, March 23, 2004 6:06 AM
To: [REDACTED]
Subject: RE: Glock pistols

I believe the desire of MOJ is to fall in under the CPA End User Agreement.

Is this possible?

If you are able to do so, I would like to receive a blank or sample End User Agreement so that we are certain to provide the correct and complete details in the event that the CPA agreement is not sufficient to our needs.

Very respectfully,

CPT [REDACTED]
Bloomington, IN (what a small world!)

CPT [REDACTED]
494th MP DET/89th MP BDE
Military Advisor, Ministry of Justice
Iraqi Correctional Service

-----Original Message-----

From: Armstrong, John (SES)
Sent: Tuesday, March 23, 2004 10:06 AM
To: [REDACTED]
Cc: Bartlett, J. Terry (SES); [REDACTED] CPT, Dept. of Prisons; [REDACTED] (CIV); [REDACTED] (CIV)
Subject: RE: Glock pistols

I am to understand that delivery would be expedited to Baghdaa. Can you confirm the delivery schedule on issue of the PO and EUC?

We will move quickly providing we are able to receive the order ASAP.

Thanks,

All the best,

John

-----Original Message-----

From: [REDACTED]
Sent: Monday, March 22, 2004 6:39 PM
To: Armstrong, John (SES)
Subject: Glock pistols

Mr. Armstrong

Please find listed below prices for Glock 19 9mm pistols with Glock night sights and 3 15/rd magazines. We also can supply holsters, mag pouches and 9mm ammunition if you find a need for these items. We will need a Purchase Order and a End User Certificate.

2500 Glock 19 9mm Pistols w/night sights and 3 mags @ \$356.20 = \$890,500.00 (This price includes freight) We have had 2 contracts with the CPA for the above referenced pistols. Should you need anything else please let me know.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Email: [REDACTED]

This email may contain data that is considered privileged and confidential and exempt from disclosure under applicable law. It is intended only for the use of person(s) or entity to whom addressed. If you have received this email in error, please reply to advise sender upon receipt.

THE COALITION PROVISIONAL AUTHORITY
BAGHDAD

January 12, 2004

The undersigned being a representative of the Coalition Provisional Authority of Iraq (hereafter the "CPA") and being authorized and having the legal authority to sign this document, presents its compliments to the Republic of Austria and has the honor to call its attention to the proposed receipt by the CPA directly from Glock Ges.b.G.H. in Austria of 4,770 9mm Glock pistols and associated accessories. The order for the weapons is placed from Kiesler Police Supply Inc. to Glock Inc. for direct shipment from Austria to the CPA in Baghdad, Iraq.

The undersigned further certifies to the Republic of Austria that these pistols will be used by the Ministry of Interior for Academy Weapons, the Ministry of Justice for PSD Guards, and the Ministry of Environment for security personnel and will not be diverted to any military use.

All facts contained in this certificate are true and correct, and there are not any additional facts that are inconsistent with this certificate.



Chief of Staff
Coalition Provisional Authority

1. CHANGE THE NUMBER TO WHAT YOU WISH TO PURCHASE - 2,500 ?
2. NEED A PURCHASE ORDER FROM CPA, WITH BILLING INFORMATION, BUYER ETC. WITH THIS LETTER.
3. ORIGINAL OF THIS MUST BE SCANNED & E-MAILED TO US, SO WE CAN APPLY FOR LICENSES.
4. ORIGINAL MUST BE FAX'D OR DHL'D TO US FROM BAGHDAD. OUR MAILING ADDRESS IS:

KIESLER POLICE SUPPLY, INC
3300 INDUSTRIAL PKY.

JEFFERSONVILLE, IN. 47130

WE MUST HAVE ORIGINAL BEFORE PRODUCT CAN BE SHIPPED FROM AUSTRIA.

CALL US OR E-MAIL IF YOU NEED MORE INFORMATION

DECE RECORDS



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER MOI 03/CPA 79/CADET		PAGE 1 OF 2	
2. CONTRACT NO. DABV01-04-C-0001		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABV01-03-Q-0128	
7. FOR SOLICITATION INFORMATION CALL:				6. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 12/01/03 5:00 pm	
9. ISSUED BY CPA - Contracting Activity Republican Presidential Compound Baghdad, Iraq APO AE 09335				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SBA NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 18 MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 19a. THIS CONTRACT IS A RATED ORDER UNDER DFARS (15 CFR 700) 19b. RATING: 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
13. DELIVER TO MINISTRY OF INTERIOR BAGHDAD, IRAQ				15. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/ OFFEROR Kiesler Police Supply Inc. 3300 Industrial Parkway Jeffersonville, IN 47130				18a. PAYMENT WILL BE MADE BY MINISTRY OF INTERIOR/JUSTICE/ENVIRONMENT REPUBLICAN PRESIDENTIAL COMPOUND BAGHDAD, IRAQ			
TELEPHONE NO. 812 288-5740 x154				19c. SUBMIT INVOICES TO ADDRESSES SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	Brand new, never fired, 9mm Glock Pistol, Model 19, with 3 ea 18 round magazines, holster and double magazine pouch		4,771	EA	\$422.50	\$2,015,747.00	
0002	9mm Ammo, parabellum, jacketed hollow point, 115 grains		687,193	RD	\$0.23	\$158,054.80	
0003	Basic pistol cleaning kit		4,771	EA	\$11.50	\$54,666.50	
<i>Use Reverse and/or Attach Additional Sheets as Necessary</i>							
25. ACCOUNTING AND APPROPRIATION DATA CA FORMS 01 DATED 12 NOV and 15 DEC 2003						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,633,218.85	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
[Signature Area]						31a. DATE SIGNED 11/10/04	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1448 (REV. 4/2002)
Prescribed by GSA - FAR 148 CFR 83.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0004	AK-47 Ammunition, jacketed hollow point 123 grains	675,000	RD	\$0.52	\$351,000.00
0005	Basic Rifle Cleaning Kit	4,500	EA	\$11.90	\$53,550.00
<p>ALL INTERESTED PARTIES MUST HAVE/ POSSESS THE REQUIRED LICENSES AND CREDENTIALS SUCH AS:</p> <p>1. U.S. MANUFACTURERS/DEALERS REGISTRATION WITH STATE DEPT AS BROKER 2. CLASS III BATF LICENSE FOR US COMPANIES 3. NO ONE ON THE CURRENT US STATE DEPT DEBARRED LIST WILL BE AWARDED THIS CONTRACT.</p> <p>CLIN 0001 QTY 215 CLIN 0002 QTY 9675 CLIN 0003 QTY 215 SHALL BE DELIVERED TO CENTRAL CRIMINAL COURT OF IRAQ GRID COORD MR415845 ALL REMAINING QUANTITIES SHALL BE DELIVERED TO: BAGHDAD PUBLIC SAFETY ACADEMY--GRID COORDINATE: MR473884</p> <p>DELIVERY FOR ALL ITEMS SHALL BE NLT</p>					
				<p>DELIVERY SCHEDULE</p> <p>0001 Delivery would be 30 days after the receipt of the EUC in Amstis provided by the CPA.</p> <p>0002 Delivery would be 30 days after the receipt of the EUC to Kinsle provided by the CPA.</p> <p>0003 Delivery would be 30 days after & the receipt of the EUC to Kinsle provided by the CPA.</p> <p>0004 Delivery would be 75 days after the receipt of the EUC to Kinsle provided by the CPA.</p>	

25. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32a. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32b. DATE	32c. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
37a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			37b. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			37c. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
35. ERP NUMBER	36. VOUCHER NUMBER	38. AMOUNT VERIFIED CORRECT FOR	39. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. ERP ACCOUNT NUMBER	39. ERP VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT Location
		43a. DATE REC'D BY/AMOUNT		43b. TOTAL CONTAINERS

STANDARD FORM 1448 (REV. 4/2002) BACK

CPT, Dept. of Prisons

From: Armstrong, John (SES)
Sent: Tuesday, March 23, 2004 3:25 PM
To: [REDACTED] CPT, Dept. of Prisons
Cc: Bartlett, J. Terry (SES); [REDACTED] (CIV)
Subject: FW: ordering info



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Info as requested

John

-----Original Message-----

From: [REDACTED]
Sent: Tuesday, March 23, 2004 12:03 AM
To: Armstrong, John (SES)
Subject: ordering info

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[redacted] CPT, Dept. of Prisons

From: [redacted] (GBR) [redacted]
Sent: Saturday, March 20, 2004 11:45 AM
To: Ryan, Charles (SES-5); [redacted] CPT, Dept. of Prisons
Cc: Bartlett, J. Terry (SES); Armstrong, John (SES); [redacted] (GBR); [redacted] (GBR)
Subject: Prison Sitrep 20 March 2004

Basrah Central

On reviewing the file the contract process is too old so we will not seek extension of the tenders. So it is back to the drawing board.

There appears to have been two FEST reports, one dated 20 August 2004 and the most recent dated 24 August 2004. I trust you have the latter. If necessary I will send you a copy. The preliminary cost estimate was \$4.1 million. I consider this figure needs updating, my guess is that the new tenders will come in higher primarily due to the new exchange rate

The FEST team is overwhelmed by projects here and so I consider that their August report will need to be used as the basis of any application. [redacted] considers that the current position of the gate is unacceptably insecure and so the cost estimate will ultimately be closer to \$5.4 million taking into account currency fluctuations and the additional work. Hopefully they will come in lower and any savings in the operating budget could be capitalised.

Surprisingly the local Treasury told us that ID 8 billion (not 6.6 billion) is being held by the Ministry of Finance for the project, and a letter of authority is required to be written to MOF account director Mr Adnan Saleem to obtain release. This suggests to me that the process to get things going probably needs to start in Baghdad to secure the funds.

I wonder whether we can adapt the CPA process down here to get things going? If the MoF and MoP are willing, can we ask the bidders if they want to rebid in an abridged tendering process?

As I understand it the planning process has been devolved to the governorates. Down here the involvement of the Ministry of Planning is confused, we will never the less be seeking to see what formalities need to be done locally. A double pronged attack is probably the way forward.

Al Amarah, Maysan

The contractor should be coming up to the next stage payment, which will represent 75% completion. This will represent a suitable time to review the contract.

The contract was signed by [redacted] as a CPA Al Amarah contract and so there are issues of contract ownership, notwithstanding MoJ funds have been used. The supplementary requested from CPA South comes under CPA rules and may require the current contract to be determined and new bids put in. In the first instance we are going to seek that the contract is performed to price.

Additional work for a gate costing around \$98K was agreed with [redacted]. The \$116K will be used towards and it may be necessary that a separate bid process will need to be carried out for this element of the project.

Prison Operations Weekly Meetings

[redacted] attends these meetings. He has given us copies of [redacted] Action Memos which outlines the topics under discussion, some of which are important to us as well. Can we have copies of the minutes?

Personnel Issues

Please can I have a copy of the new pay matrix, and role profiles?

What limitations are there on us recruiting in Dhi Qar and Maysan?

3/21/2004

Operating Budget

It seems that we will be in a position to access the monies required in Basrah. The situation is unclear in Muthanna, Dhi Qar and Maysan.

Regards



3/21/2004

Al-Kawel

The Amount Lindt working = 269429170 I.D

original price = 506 997750 I.D

Exchange to us \$ ~ 253498,875 \$

Discount in the ministry to ~ 210 000 \$

National Discount = $253498 - 210000$
253498

= 17.10 %

∴ The Final amount after Discount

= 0.8285×269429170

= 423222067 I.D

It is equal 148814 \$

AS 1\$ = 1500 I.D

Hady Pwish
Project manager

The works in wall divide between The academy and Alkatool jail.

F-	Details	units	Q.	prices	amount
1-	digging works in 75cm with depth 70cm including the price breaking the tar and concrete for floor.	m ³	56.5	10	565
2-	Concrete works 75cm x 40cm	m ³	35	180	6300
3-	rebuilding in brack for new wall	m ³	84	120	10080
4-	under concrete works in 15cm x 15cm above the rebuilding in brack		231	8	1848
5-	fixing column of Iron (3) (320m) with welding in corner (2x2) 1m No. (2)	no	41	60	2460

Engineer

21253

Hadi Darwazh.

AL-Katool Jail

works :- electric works

Item	Details	Q.	U.	P.	Amount
	supply of electric for lightes and fan by using wire type semaine 2,5 mm and but him under plaster with all appendix	395	no.	18350	7248250

7248250

Engineer

ALI Azab

AL-Rashed Company - projects of AL-Rashed Company

Shed in The building

Id	details	unit	Q.	prices	amount
1	cleaning the location and move the Trash out of location	/	/	1000	1000
2	break down The building				
A	break down The wall in brick	m ²	300	6	1800
B	break down The ceiling	m ²	370	8	2960
C	break down Shutter in ceiling	m ²	510	12	5160
D	break down ceiling in concrete				
E	break down The floor in floor tile	m ²	370	5	1850
3	move the blast for wall in Shed with move the Iron temple	m ²	1000	5	5000
5	supplying the item for concrete the floor 15cm according to the planning	m ²	500	20	10000
4	supplying the item for brick and concrete	m ³	535	120	52200
7	blaster works	m ²	100	5	500
8	blaster outside and supply item	m ²	750	6	4500

Engineer - Mahdi Saleh

AL-Rashed Company.
Project of AL-Rasafa Compound
shed work

FB	Details	units	Q.	Prices	amount
9	Break down The floor in concrete at Tear 25cm X 70cm	m ²	320	16	3200
10	but The break on floor with pressing	m ²	320	5	1600
11	break The concrete without Iron for basic 70cm according to The planning				
12	Concret with Iron in 70cm above The wall of brick for shed	m ³	150	140	21000
13	Supply Iten for (form wood) and concrete Backlow D.P.C. in 20cm according to The planning	m	45	8	3600
14	move The Az Rest for vister area	m ²	1250	5	6250
15	supply and fixing The Protection 40 X 120 with form	No	81	110	8910
16	supply Radior for test 12.5 X 210	No	4	200	800

Engineer

maahdi sateh



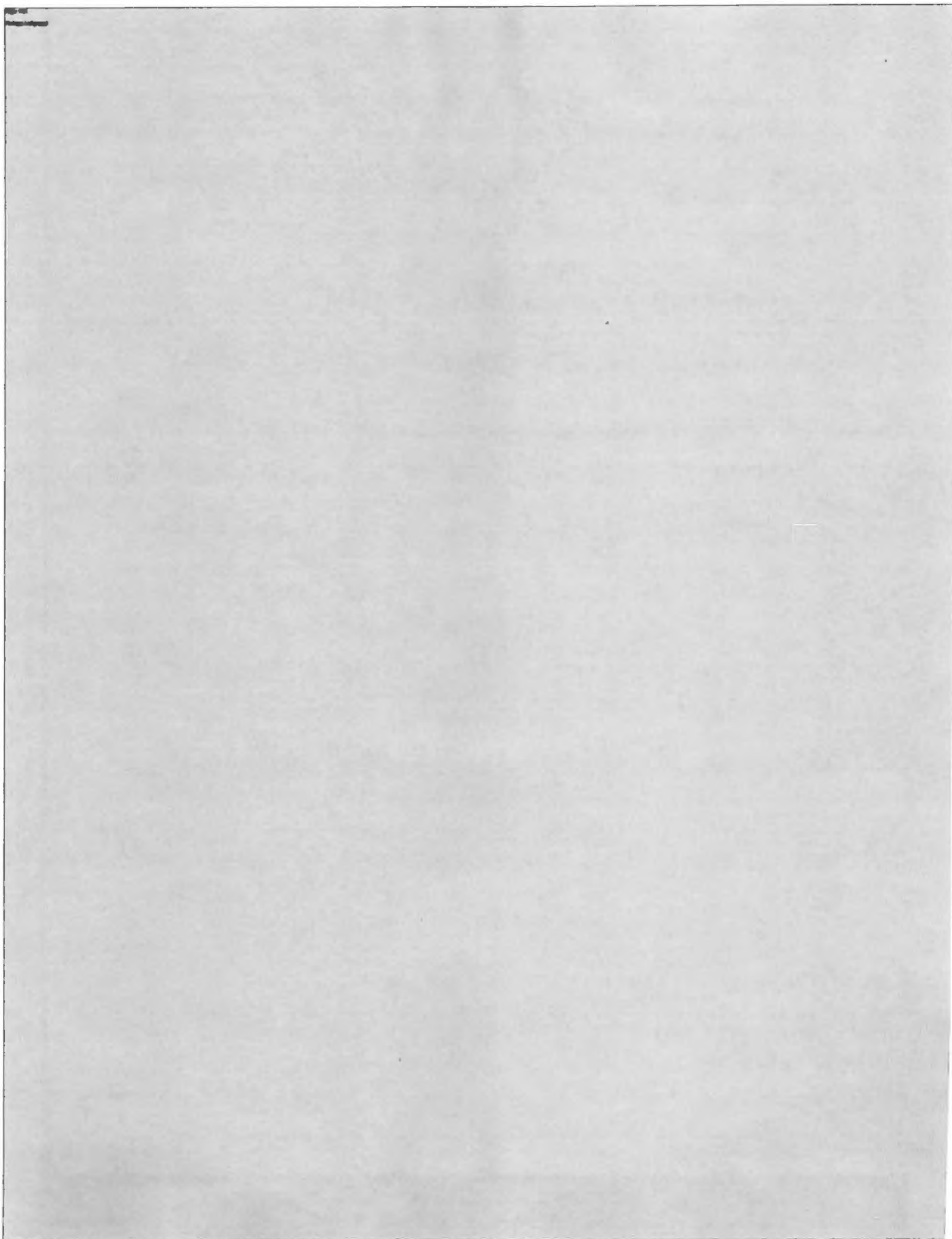
Adult reformatory / civil work

F.	details	Unit	Q.	prices	amount
1	supply and install glass 1.6 m	m ²	20.5	10	205
2	supply and install glass for door 1 x 2.1 with fixing the form	No	5	125	625
3	fixing the door wood with change the appendix with painting 1 x 2.1 m	No	8	40	320
4	fixing the door Iron with lock 1 x 2.1 m	No	11	40	440
5	fixing the form	m ²	3	20	60
6	supply and install the Kage Iron for Air Conditioner on 50 x 25 cm	No	2	25	175
7	Supply the concrete and brick 24 cm	m ²	9	25	225
8	Move the ceiling with trash out and second the location	m ²	61	5	305
9	supply the plaster for bad area	m ²	60	12	720
10	Polishing the floor tile	m ²	570	5	2850
11	Cleaning the ceiling with mastic	m ²	915	10	9150
12	fixing the drain	m	51	20	1020
13	supply the new floor tile with move the trash	m ²	35	21	735

D.P.

16693,5

Hadi Dorwish



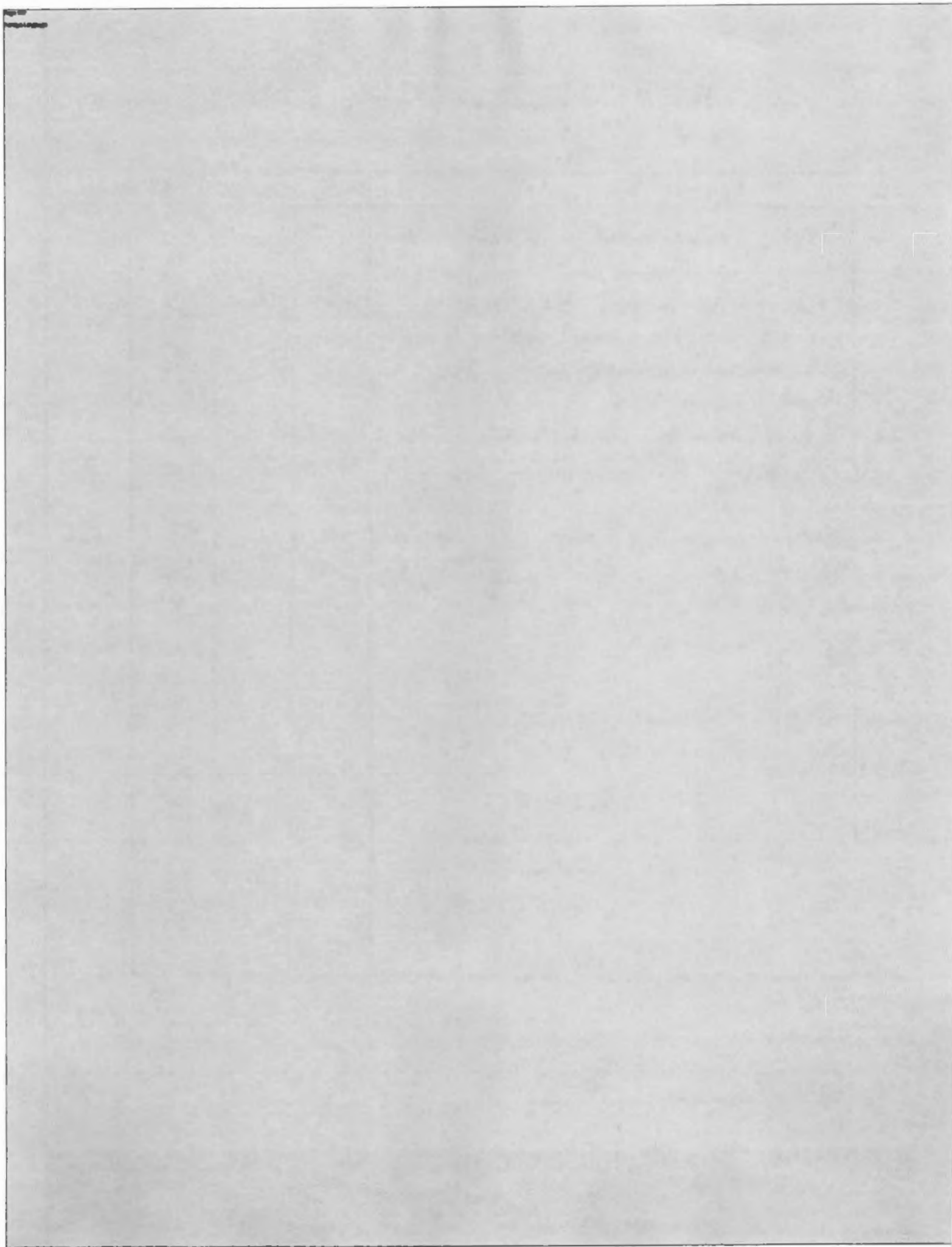
Adult reformatory

1- Civil work 43728

2- Sanatory work 8561

3- electrician work 10842

Total 63131



The Adult Reformatory building / Santokh work

Sl. No.	Details	Unit	Q.	Price	Amount
1-	Supply The Item of bath room with tank type Plastic including The work Contact with Swager size 110 m and Joint 150 m and fixing The Joint with Concrete with, tap type Croom 15 m	No	7	75	525
2-	Supply Item for wash basin with all appendix	No	6	80	480
3-	Supply Item for heater 40 liter/ho	No	2	90	180
B)	" " " " 80 liter/ho	No	1	100	100
C	" " " " 120 liter/ho	No	1	145	145

total

1430

Engineer

Hadi drowish

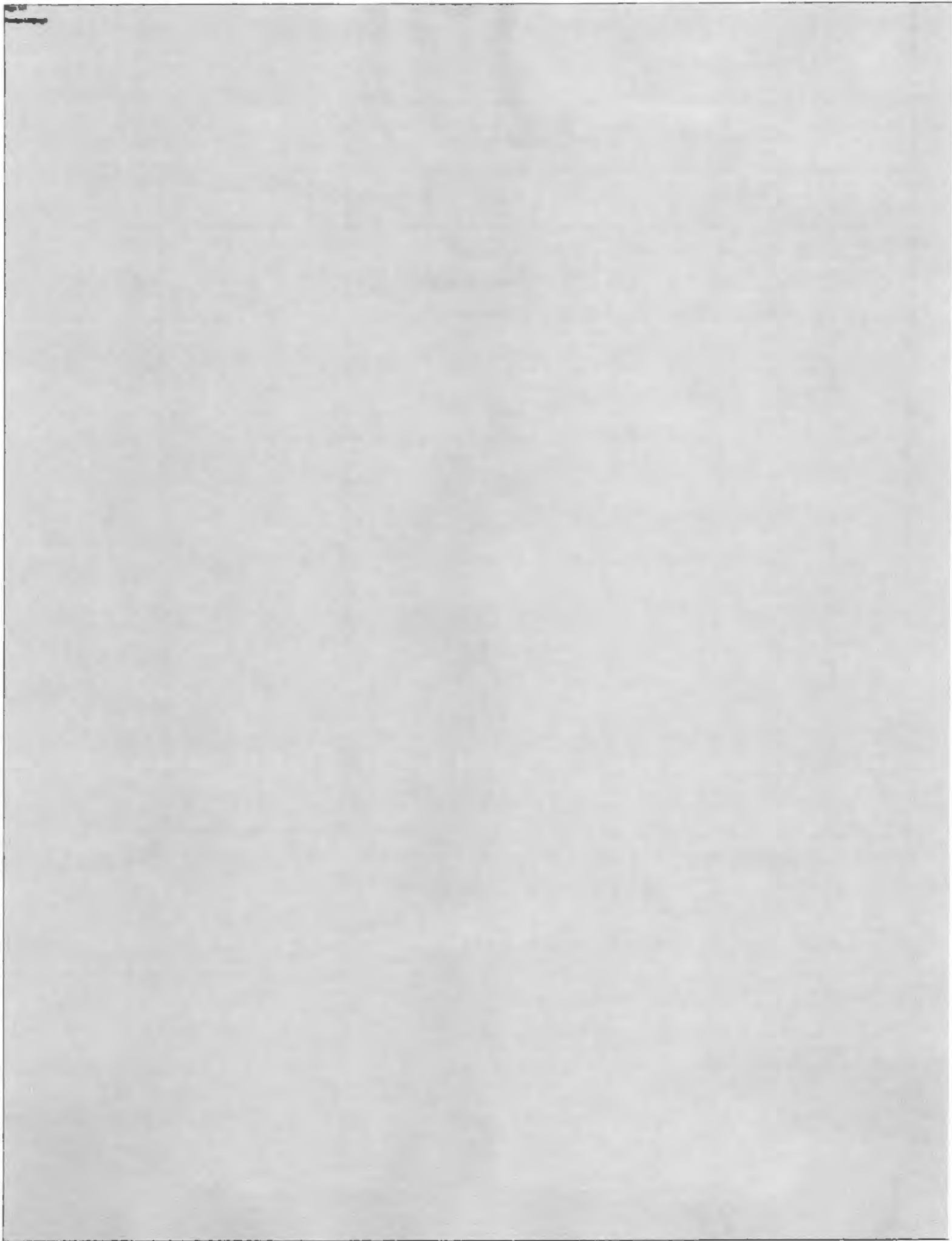
Pos	details	unit	Q	Price	amount
14-	Supply Item for painting	m ²	78.67	3.5	6534.5
15-	supply Item for painting Latty	m ²	934	9	17226
16-	Supply painting Latty for doors wood and Iron and window	m ²	311	4	1256
17-	working The floor tile for Path room in 30x30	m ²	8	25	200
18-	break down The wall in brick with move The trash out said The location	m ²	24	5	120
19-	break down The concrete 10cm x 24cm	m	7	6	42
20-	supply and install The joint 15cm in wood				
21-	Supply and treatment The floor and fixing The floor tile	m	25	15	375
22-	Supply and treatment The inside Plaster	m ²	16.5	14	231
23-	cleaning The area and move The trash	-	-	600	600
24-	treatment The insect earth	m ²	1500	7	10500
25-	Painting The Iron work	m ²	#	/	/
26-	Supply and work The floor tile including move The old floor tile.	m ²	68.5	25	1712.5
27-	supply The Item of building in brick	m ²	12.5	128	1600
28-	Supply and put The Iron door 0.8 x 2.10m	No	4	100	400
29-	Supply and install form of Aluminum	m ³	18.5	25	1387.5
30-	move The floor in depth 20cm	m ³	7	40	280
31-	fixing door of Path room	No	1	90	90

27084,5

total

Engineer

Hadi dorwish



Tashterat Baghdad.

sr	Detail	Qty	unit	Price	Total
1	Digging according to Technical specifications. basement { depth 1000 mm (a) 800 mm (b) Sub base (c) 250 mm 700 mm (d)	17	m ³	8000	136000

Engineer

Hady Derwish Jabbar
project Director

136000

(3)

Sn	Detail	Qty	Unit	Price	Total
	<p>Cement works</p> <p>Two layers of B.A.C No 63 percentage 1:2:4 using Cement Resistance to salt.</p> <p>Floors</p> <p>thickness 250 mm Reinforcement with B.A.C no 63 Ratio 1:2:4 with Cement and according to the dictor of Engineer. with thickness 100 mm</p>	—	—	—	—

Engineer
Hady Dr. W. I. Labbar.

(4)

S _n	Detail	Qty	unit	price	Total
	concrete with ratio 1/2/4 using Sulfate Resistance Cement according to the directory of the advisor Engineer & Technical Specification				
(a)	floor — thickness 100mm	598	m ²	24000	14352000
(b)	walking floor " 100mm				
(c)	Floor " 100 mm	171	"	20000	3420000

17772000

Engineer

Hady Demwshi
project director.

Sr	Detail	Qt	Unit	Rate	Total
	<p>concrete works</p> <p>Reinforcement concrete</p> <p>(a) thickness 300 mm</p> <p>b) Non Reinforcement concrete</p> <p>mixing Ratio 1/2/4</p> <p>using Salt Resistance Cement</p> <p>and according to the</p> <p>directory of Advisor Engineer</p> <p>thickness 200 mm</p>				

Hady Darwish Jabbar
Project Director.

S _n	Detail	Qty	Unit	Price	Total
	Concrete screed Mixing Ratio = (1/3/6) using the Sulphate Resistance Cement and according the directory of the Advisor Engineer & the technical specifications.	—		—	
	(a) Individual basement Thickness 50 mm building by ricks & concrete.	—		—	—
	(b) Individual basement Thickness 240 mm	—		—	
	(c) Walking basement Thickness 240 mm	—		—	

Engineer
Hady Derwish Qabbas
Project Director.

100

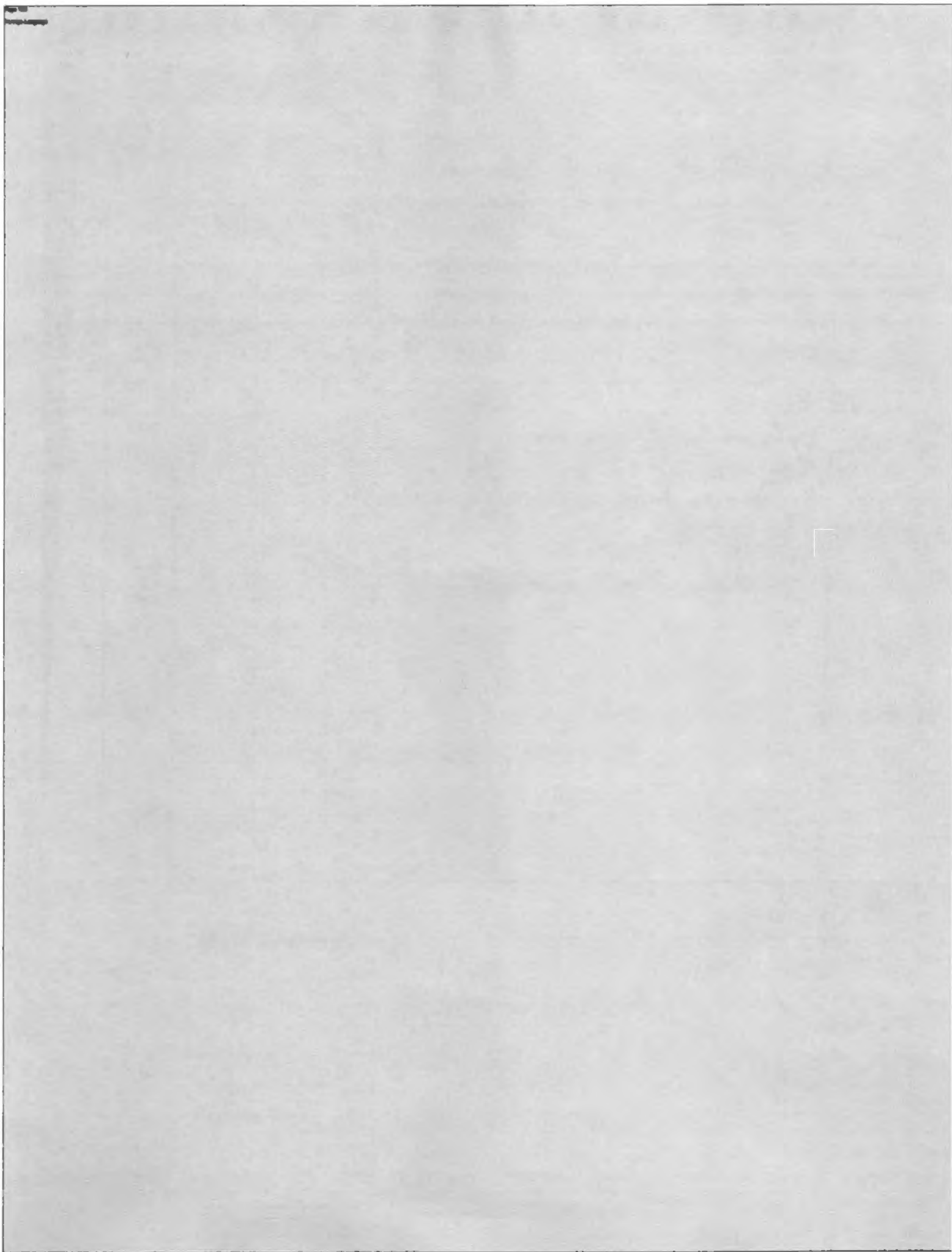
A2-TA Street Compound in Baghdad

Paving :

Item	Details	Q.	U.	P.	A.
	Paving (2) layers in Tar between them (2) layers in felt 2 layers in S. abrover (80mm) one layer in cleaning dust with out organic including The works one layer in sand (20mm) with concrete Prefab (200 x 40 cm) The works including to all The Corner and anti humidity around The Caravan, The joint in Master according to The planning Ceiling				
		1820	m ²	44000	80476000
	Tear out all The Paving and To remove The ^{old} trash bay out said location.	1695	m ²	15000	25420000

Engineer

ALI Azab



AL-Tasferat Compound in Baghdad

Finishing The works of Cicerone (45)

Plaster in Concrete (1:3) according to The planning.

A Ceiling

plaster including all waste.

B Ceiling

Ranking in fatty (3) layers according to the planency

C

painting in emulsion (3) layers
according to the planning

Engineer

AL: A ~~sub~~

447

1

1

Ali Azab

745

3300.000

AL: A2mb

AL TASHRAF Compound in Bag noted
 Lining in sand walls & U

Item	Details	Q.	unit	price	amount
A	Pave in floor tile with concrete including the work bill the going in with concrete according to the planning walls				

Engineer

AL: Azab

AL Tasker Compound is Baghdad
 finishing in said walls

Item	Details	Q.	units	price	amount
A	Plaster in concrete 1:3 according to the planning walls Plaster including all the works in plaster according to the planning				
B.	walls Painting in Emulsion (3) layer according to the planning	3800	m ²	9000	34200000
C	walls Painting in emulsion (3) layer according to the planning				

34200000

Engineer

ALi Azab

AL-TA Sherat compound in Baghdad
 Finishing The out said wall (91)

Item	Details	Q	units	prices	amount
A	Concrete Plaster (1.3) according to The planning				
	wall	4100	m ²	9000	36900000
	Painting in fatty (3) layer according to The planning				

36900000

Engineer

A. Al Azab

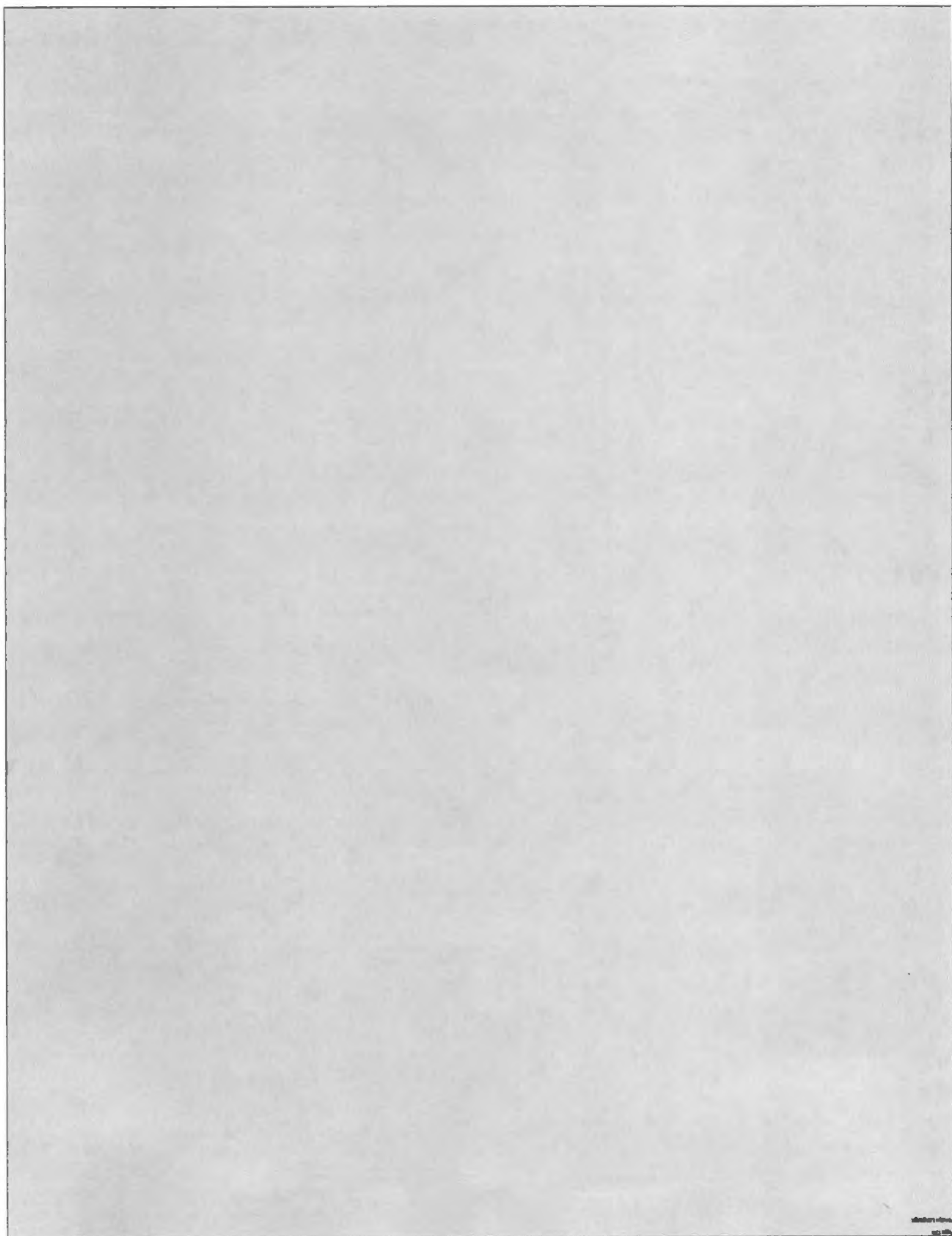
Geisinger

Engineer
A2E A2B

PL 1

5256000

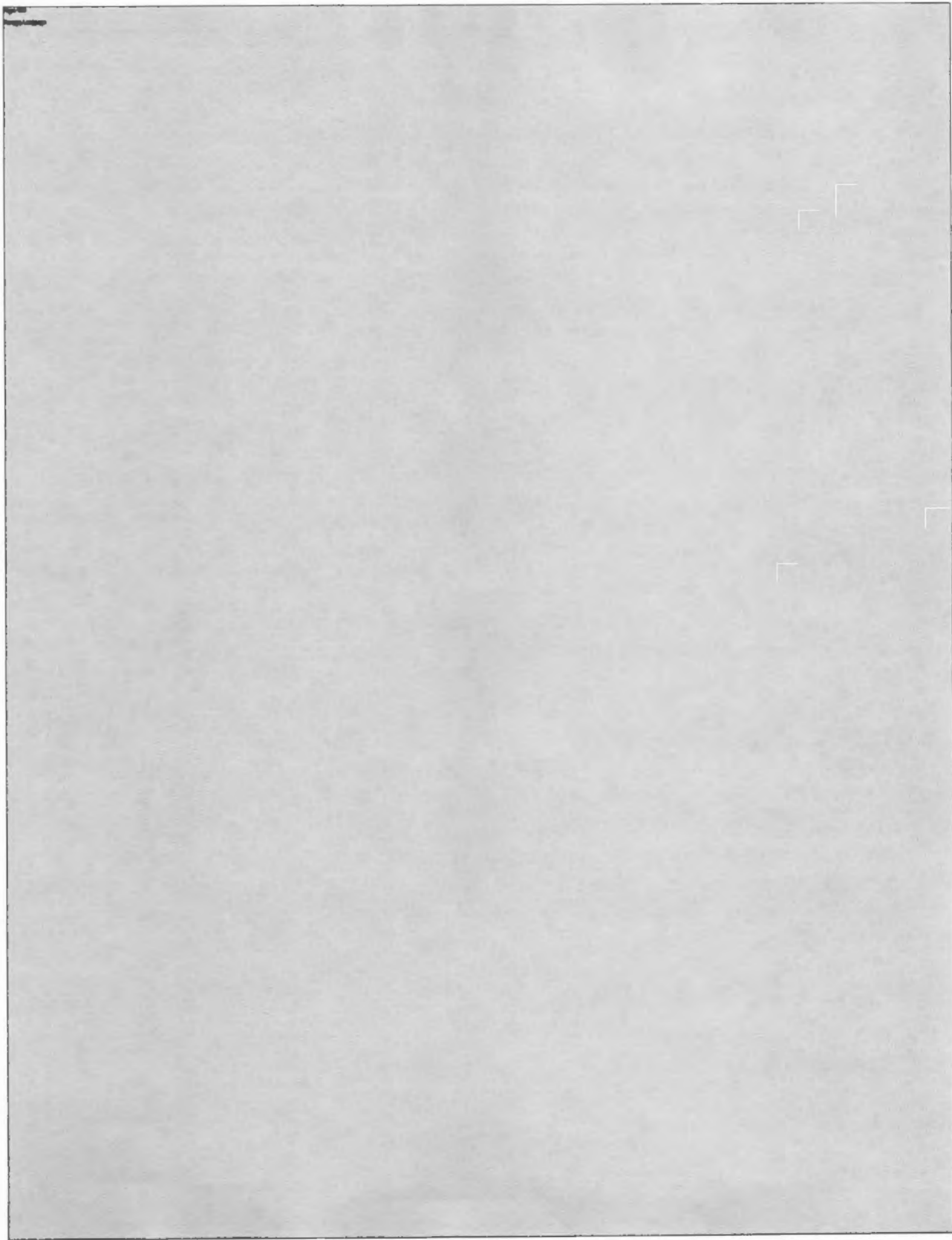
Engineers
A1, A2, b



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1



<i>Date of Employment</i>	<i>Education Level</i>	<i>Marital Status</i>	<i>Date of Birth</i>	<i>Adults Juveniles Mol New</i>	<i>Pass or Fail</i>	<i>Date of Course</i>	<i>Gender</i>	<i>Iraqi ID Card No.</i>	<i>Tribe Name</i>	<i>Fourth Name</i>	<i>Third Name</i>	<i>Second Name</i>	<i>First Name</i>	<i>Number</i>
1997	Primary	Married	1970	Adults			Male	Non	Al-Hamadani	Ali	Nasir	Ali	Kha'il	000724-03P
1993	Intermediate	Married	5/4/1975	Adults			Male	875933	Al-Sa'edi	Nasir	Mohammed	Abdul-Redha	Mohammed	000722-03P
1992	Intermediate	Married	1971	Adults			Male	Non	Al-Zouba'i	Mohsen	Abbas	Abdullah	Fa'eq	000718-03P
1999	Primary	Married	1980	Adults			Male	Non	Al-Asadi	Ali	Mahdi	Ahmed	Osama	000726-03P
1999	Primary	Married	1966	Adults			Male	95408	Al-Maliki	Aziz	Khafi	Lafaa	Jaber	000727-03P
1999	Primary	Single	1982	Adults			Male	525668	Al-Asadi	Ali	Mahdi	Ahmed	Faris	000728-03P
2000	Primary	Married	1983	Adults			Male	Non	Al-Khazraji	Khalid	Salim	Sabah	Ahmed	000730-03P
2001	Primary	Single	1983	Adults			Male	939748	Al-Zubaedi	Khalaf	Hassan	Salman	Methan	000735-03P
2001	Primary	Married	1983	Adults			Male	Non	Al-Seraji	Mhewi	Hussein	Alawi	Tahsen	000736-03P
2001	Primary	Single	1982	Adults			Male	Non	Al-Obedi	Salman	Mohameed	Taleb	Moshtaq	000731-03P
2001	Primary	Married	1976	Adults			Male	68816	Al-Dulemi	Mahal	Mohaesin	Hatim	Haitam	000682-03P
2000	Industry preparatory	Married	1978	Adults			Male	388826	Al-Samar'i	Majeed	Kadhum	Ahmed	Methan	000738-03P
2001	Primary	Single	1982	Adults			Male	965200	Al-Zouba'i	Daham	Muhammed	Mehdi	Na'eem	000681-03P
2002	Primary	Single	1984	Adults			Male	829609	Al-Azawi	Mahmmud	Kadhum	Tahsen	Ammar	000687-03P
2000	Primary	Single	1983	Adults			Male	810551	Al-Mayahi	Hleo	Oklah	Ali	Sa'ad	000648-03P
2002	Intermediate	Married	1978	Adults			Male	149927	Al-Ani	Mohammed	Taoufeq	Mahmmud	Ibrahim	000686-03P
1974	Primary	Married	1948	Adults			Male	787883	Al-Sa'di	Sari	Jabir	Khadair	Yas	000324-03P
1985	Preparatory	Single	1965	Adults			Male	394329	Al-Rubae'i	Fahed	Mez'el	Kadhum	Dheya'a	000278-03P
1973	Intermediate	Married	1951	Adults			Male	480714	Al-Bakri	Abd-Alnabi	Majeed	Rashced	Sadeq	000281-03P

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1980	Intermediate	Married	1962	Adults			Male	660946	Al-Abadi	Kased	Faleh	Baqer	Sabeh	000144-03P
1984	Intermediate	Virgin	1963	Adults			Female	233775	Al-Alabi	Abbas	Malch	Aboud	Sabeha	000248-03P
1975	Intermediate	Virgin	1957	Adults			Male	564791	Al-Bcar	Esa	Ali	Mohammed	Sabeha	000254-03P
1999	Primary	Single	1982	Adults			Male	Non	Al-Sa'edi	Jabir	Atcah	Majeed	Haydar	000696-03P
2000	Primary	Married	1980	Adults			Male	955674	Al-Grawi	Ne'ma	Sabhan	Ali	Haydar	000695-03P
2000	Primary	Single	1979	Adults			Male	Non	Al-Muteri	Khalif	Sha'en	Gazi	Ali	000745-03P
2001	Primary	Married	1981	Adults			Male	230586	Al-Zubaedi	Hadeed	Kareem	Sha'lan	Hussein	000699-03P
Non	Preparatory	Married	1974	Adults			Male	164931	Al-Ameri	Hamadi	Abbas	Abid Ali	Haitham	000693-03P
2000	Primary	Married	1983	Adults			Male	659571	Al-Mhena	K'ead	Jaoda	Touya	Samir	000691-03P
2002	Primary	Single	1983	Adults			Male	479835	Al-Hamadani	Abbas	Alewi	Hussein	Khalitan	000690-03P
2001	Primary	Single	1980	Adults			Male	464045	Al-Zubaedi	Salch	Farhan	Noori	Emad	000689-03P
1994	Intermediate	Married	1977	Adults			Male	Non	Al-Jamasi	Zagear	Ojeel	Sabeh	Hayder	000688-03P
1981	Preparatory	Married	1962	Adults			Male	541959	Al-Se'adi	Dama	Mohammed	Abbas	Yassen	000201-03P
1981	Primary	Married	1963	Adults			Male	546435	Al-Zouba'i	Dafar	Kanas	Obaid	Falah	000309-03P
1985	Primary	Married	1967	Adults			Male	54906	Al-Hamadani	Hussein	Lateef	Ali	Hussein	000404-03P
1986	Intermediate	Married	1967	Adults			Male	691252	Al-Eqaeli	Eglam	Marhej	Amones	Hasan	000406-03P
1980	Primary	Married	1954	Adults			Female	734236	Al-Ne'ami	Slichab	Salch	Ibrahim	Madeha	000283-03P
1987	Intermediate	Married	1969	Adults			Male	305040	Al-Kowam	Mousa	Thamir	Naji	Ammer	000185-03P
1986	Preparatory	Married	1966	Adults			Male	199646	Al-Aousi	Moeleh	Mohammed	Jasim	Ala'a	000146-03P

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1980	Preparatory	Married	1961	Adults			Male	730166	Al-Zeadi	Khafef	Shwel	Muhsen	Talib	000202-03P
1983	D.A Cultures	Married	1959	Adults			Female	742396	Al-Khazraji	Khalaf	Hasza'	Mahdi	Fa'za	000348-03P
1973	Primary	Married	1951	Adults			Male	818737	Al-Timimi	Qaraba	Kadhum	Joad	Fadhel	000342-03P
2000	Primary	Single	1982	Adults			Male	274771	Al-Fadhli	Talab	Mahdi	Salih	Mustafa	000557-03P
1980	Non	Married	1961	Adults			Male	616013	Al-Jbori	Mohammed	Ibrahim	Abbas	Ibrahim	000323-03P
1995	Primary	Married	1977	Adults			Male	173391	Al-Samarrai	Ahmed	Mohammed	Adnan	Muhanad	000564-03P
2001	Primary	Married	1969	Adults			Male	Non	Al-Terboli	Rashid	Hussein	Ismael	Ibrahim	000182-03P
1986	Intermediate	Married	1966	Adults			Male	383053	Al-Jomeh	Fateh	Hussein	Ali	Ahmed	000394-03P
1999	Preparatory	Married	1969	Adults			Male	Non	Al-Qadadi	Galib	Hatab	Jabar	Hussein	000587-03P
1980	Intermediate	Married	1949	Adults			Male	Non	Al-Slemawi	Tahmaz	Munshid	Khayon	Manati	000280-03P
1975	Preparatory	Married	1955	Adults			Male	151777	Al-Jleml	Abdullah	Hussein	Ali	Fadhel	000330-03P
2003	B.A Cultures	Virgin	1977	Adults			Female	858898	Al-Khazraji	Khadeir	Joad	Sabah	Afrah	000293-03P
2000	Intermediate	Single	1979	Adults			Male	Non	Al-Masari	Dahar	Hamid	Muhsen	Zuhair	000672-03P
2000	Intermediate	Single	1979	Adults			Male	864309	Al-Karagoli	Ne'ma	Hussein	Etan	Satar	000673-03P
2000	Primary	Married	1985	Adults			Male	161247	Al-Kartani	Abbas	Khalaf	Abdul-latif	Ahmed	000674-03P
2001	Primary	Single	1983	Adults			Male	96420	Al-Ezerjaawi	Nahed	Hussein	Ali	Ammer	000675-03P
2002	Primary	Single	1969	Adults			Male	809950	Al-Lami	Salman	Hmood	Awda	Mahdi	000676-03P
2001	Intermediate	Single	1980	Adults			Male	350108	Al-Ramahi	Khadair	Seleh	Sa'ad	Rounak	000677-03P
2000	Primary	Single	1980	Adults			Male	490179	Al-Elawi	Qahet	Fahid	Khalid	Hayder	000678-03P

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2000	Intermediate	Single	1982	Adults			Male	619302	Al-Hamadani	Jasim	Abdullah	Hamid	Mukdad	000679-03P
1985	Preparatory	Married	1966	Adults			Male	904313	Al-Hamadani	Hussein	Latif	Jasim	Ali	000731-03P
1984	Intermediate	Married	1965	Adults			Male	995240	Al-Shemeri	Hussein	Majeed	Sa'ad	Adel	000680-03P
2000	Primary	Single	1979	Adults			Male	925173	Al-Ameri	Abid	Prayh	Nasir	Ayad	000708-03P
1984	Intermediate	Married	1963	Adults			Male	320902	Al-Rifa'i	Abasi	Ali	Mohammed	Ala'a	000709-03P
Non	Primary	Married	1974	Adults			Male	481699	Al-Rub'i	Maryosh	Jabir	Kadhum	Sa'ad	000710-03P
1994	Primary	Married	1977	Adults			Male	533112	Al-Frohi	Kadhum	Sahin	Musa	Akcal	000711-03P
2000	Preparatory	Married	1967	Adults			Male	162602	Al-Jomeli	Hussein	Alwan	Salman	Mus'ab	000712-03P
1997	Primary	Married	1980	Adults			Male	585985	Al-Qasbi	Ali	Hussein	Akram	Laith	000713-03P
1999	Primary	Single	1980	Adults			Male	617857	Abodi	Shnawa	Mahdi	Khalid	Ala'a	000717-03P
1992	Intermediate	Married	1973	Adults			Male	230780	Al-Jasim	Jasim	Naji	Tariq	Basim	000714-03P
1994	Primary	Married	1976	Adults			Male	951483	Al-Dolemi	Hadi	Hamed	Edham	Mohammed	000715-03P
1993	Intermediate	Married	1975	Adults			Male	90513	Al-Sa'di	Ganawi	Nafe'	Adnan	Arkan	000716-03P
1980	Intermediate	Married	1961	Adults			Male	414493	Al-Nasiri	Ahmed	Abdul-Rahman	Mohammed	Majeed	000742-03P
1985	Preparatory	Married	1961	Adults			Male	378359	Al-Shemari	Atca	Hawai	Jasim	Ibrahim	000739-03P
1994	Intermediate	Single	1976	Adults			Male	386968	Al-Sa'edi	Lafta	Shmael	Gulib	Abdul-Hameed	000706-03P
2001	Primary	Single	1983	Adults			Male	Non	Al-Hamadani	Mahdi	Fayad	Hamza	Hussein	000692-03P
1999	Primary	Married	1973	Adults			Male	100626	Al-Dubabi	Jabar	Hanash	Kadhum	Jasim	000705-03P
2000	Intermediate	Married	1974	Adults			Male	924465	Al-Obedi	Omran	Aboud	Ali	Anour	000704-03P

<i>Date of Employment</i>	<i>Education Level</i>	<i>Marital Status</i>	<i>Date of Birth</i>	<i>Adults Juveniles Not New</i>	<i>Pass or Fail</i>	<i>Date of Course</i>	<i>Gender</i>	<i>Iraqi ID Card No.</i>	<i>Tribe Name</i>	<i>Fourth Name</i>	<i>Third Name</i>	<i>Second Name</i>	<i>First Name</i>	<i>Number</i>
1994	Intermediate	Single	1976	Adults			Male	328953	Al-Atoani	Samawi	Lafta	Dayer	Ra'ed	000703-03P
1992	Primary	Married	1977	Adults			Male	406389	Al-Sa'edi	Munjed	Zebon	Herez	Maitham	000702-03P
2001	Intermediate	Single	1980	Adults			Male	Non	Al-Ganemi	Jasim	Abdul-Redha	Joada	Fouad	000701-03P
1999	Primary	Single	1981	Adults			Male	424376	Al-Nekeki	Danbous	Mohammed	Kareem	Ra'ed	000700-03P
2000	Intermediate	Single	1979	Adults			Male	827442	Al-Hjarni	Ali	Faleh	Kadhun	Sam'an	000699-03P
2000	Intermediate	Married	1971	Adults			Male	501992	Al-Obodi	Salman	Mohammed	Hanour	Basim	000698-03P
2001	Primary	Married	1980	Adults			Male	595228	Al-Thamawi	Munshed	Shani	Hussein	Fawzi	000697-03P
1985	Intermediate	Single	1966	Adults			Male	632385	Al-Maleki	Hmood	Jredi	Zouer	Jasim	000147-03P
1993	Intermediate	Married	1976	Adults			Male	795417	Al-Dolemi	Ahmed	Shehab	Ahmed	Farah	000400-03P
2003	Cultures D.A/Society	Married	1979	Adults			Male	772002	Al-Wendi	Mahmmud	Fateh Allah	Yed Allah	Bayda'	000291-03P
1981	Preparatory	Married	1962	Adults			Male	507701	Al-Etbi	Shehab	Mohammed	Ba'non	Mohammed	000336-03P
2002	Primary	Married	1983	Adults			Male	24799	Al-Hamadani	Hassoon	Nasir	Kadhun	Mohammed	000198-03P
1980	Intermediate	Married	1968	Adults			Female	552041	Al-Bayati	Ali	Aziz	Ibrahim	Huda	000285-03P
1980	Primary	Married	1953	Adults			Male	190264	Al-Bayati	Khalaf	Khames	Fadhel	Hadi	000343-03P
1980	Intermediate	Married	1962	Adults			Male	523496	Al-Zouba'i	Ali	Mohsen	Hussein	Abid	000319-03P
1980	Preparatory	Married	1957	Adults			Female	773409	Al-Zoubadi	Abar	Mez'al	Mohammed	Han'a	000396-03P
1984	Intermediate	Married	1965	Adults			Male	910609	Al-Fayad	Khalefa	Sakar	Helo	Khalid	000314-03P
2000	Technology Institute	Married	1969	Adults			Male	566314	Al-Ne'ami	Ali	Ibrahim	Hamed	Ali	000313-03P
2001	Primary	Single	1981	Adults			Male	329999	Al-Hamadani	Latif	Ali	Noar	Hamad	000424-03P

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2003	Preparatory	Married	1971	Adults			Male	952116	Al-Obedi	Hassan	Sa'ead	Mound	Ali	000262-03P
2001	Primary	Single	1984	Adults			Male	318526	Al-Obedi	Abdul-Rahman	Abdul-Fatah	Zuhair	Adel	000559-03P
1980	Preparatory	Married	1962	Adults			Male	968176	Al-Hadethi	Ma'rouf	Abdul-Jabar	Adnan	Latif	000199-03P
2002	Primary	Single	1984	Adults			Male	741370	Al-Hamadani	Mahal	Mothgen	Mohsen	Hashim	000425-03P
Non	Intermediate	Single	1975	Adults			Male	Non	Al-Jobori	Mohammed	Taha	Yasin	Khahtan	000145-03P
1983	Intermediate	Married	1965	Adults			Male	200411	Al-Malari	Fisa	Rashim	Hashim	Talib	000148-03P
1987	Intermediate	Married	1969	Adults			Male	790560	Al-Zouba'i	Mhous	Khalaf	Hamad	Esam	000187-03P
1974	Primary	Married	1951	Adults			Male	431309	Al-Enzi	Mosa	Taher	Selan	Raheem	000282-03P
1980	Primary	Married	1961	Adults			Male	252618	Al-Zoubadi	Ahmed	Shehab	Herjan	Adnan	000150-03P
1999	Intermediate	Married	1967	Adults			Male	358804	Al-Dolemi	Hamed	Musleh	Bada'a	Joma'a	000184-03P
2001	Primary	Single	1984	Adults			Male	326010	Al-Zerjawi	Jed'an	Hamodi	Basim	Hydar	000149-03P
1984	Primary	Married	1966	Adults			Male	961900	Al-Garawi	Hassan	Jasim	Salman	Hussein	000310-03P
1984	Diploma	Virgin	1963	Adults			Female	867029	Al-Dolemi	Jasim	Muhammed	Hussein	Wfa'a	
1973	Primary	Married	1945	Adults			Male	183967	Non	Ahmed	Hamad	Naef	Abdul-Kader	
1973	Intermediate	Married	1945	Adults			Male	285298	Non	Joad	Abbas	Ibrahim	Fadhel	
2003	Trade Preparatory	Married	1971	Adults			Male	314417	Non	Zeki	Ahmed	Sa'ad	Omar	

Date of Employment	Education Level	Marital Status	Date of Birth	Adults Juveniles Mol New	Pass or Fail	Date of Course	Gender	Iraq ID Card No	Tribal Name	Fourth Name	Third Name	Second Name	First name	Number
1997	Design Language		1970	Adults			Design Language							00724-03p
1993			5/4/1975	Adults										00722-03p
1992			1971	Adults										00718-03p
1999			1980	Adults										00726-03p
1999			1986	Adults										00727-03p
1999			1982	Adults										00728-03p
2000			1983	Adults										00730-03p
2001			1983	Adults										00735-03p
2001			1983	Adults										00736-03p
2001			1982	Adults										00731-03p
2000			1976	Adults										00682-03p
2001			1982	Adults										00738-03p
2002			1984	Adults										00681-03p
2000			1983	Adults										00687-03p
2002			1978	Adults										00648-03p
1974			1948	Adults										00686-03p
1985			1965	Adults										00324-03p
1973			1951	Adults										00278-03p
1980			1962	Adults										00281-03p
1984			1983	Adults										00144-03p
1975			1957	Adults										00248-03p
1999			1982	Adults										00254-03p
2000			1980	Adults										00696-03p
2000			1979	Adults										00695-03p
2001			1981	Adults										00745-03p
20 Y			1974	Adults										00699-03p
2000			1983	Adults										00693-03p
2002			1983	Adults										00691-03p
2001			1980	Adults										00690-03p
1994			1977	Adults										00689-03p
1981			1962	Adults										00688-03p
1981			1963	Adults										00201-03p
1985			1987	Adults										00309-03p
1986			1987	Adults										00404-03p
1980	1954	Adults			00406-03p									
1987	1989	Adults			00283-03p									
						00185-03p								

Date of Employment	Education Level	Marital Status	Date of Birth	Adults Juveniles Mol New	Pass or Fail	Date of Course	Gender	Iraqi ID Card No	Tribe Name	Fourth Name	Third Name	Second Name	First name	Number
1986	English / Arabic		1966	Adults			English / English							00146-03p
1980			1981	Adults										00202-03p
1983			1959	Adults										00348-03p
1973			1951	Adults										00342-03p
2000			1982	Adults										00557-03p
1980			1961	Adults										00323-03p
1995			1977	Adults										00564-03p
2001			1969	Adults										00182-03p
1986			1966	Adults										00394-03p
1999			1969	Adults										00587-03p
1980			1949	Adults										00280-03p
1975			1955	Adults										00330-03p
2003			1977	Adults										00293-03p
2000			1979	Adults										00672-03p
2000			1979	Adults										00673-03p
2000			1985	Adults										00674-03p
2001			1983	Adults										00675-03p
2002			1969	Adults										00678-03p
2001			1980	Adults										00677-03p
2000			1980	Adults										00678-03p
2000			1982	Adults										00679-03p
1985			1966	Adults										00732-03p
1984			1965	Adults										00680-03p
2000			1979	Adults										00708-03p
1984			1965	Adults										00709-03p
2000			1974	Adults										00710-03p
1994			1977	Adults										00711-03p
2000			1967	Adults										00712-03p
1997			1980	Adults										00713-03p
1999			1980	Adults										00717-03p
1992			1973	Adults										00714-03p
1994			1976	Adults										00715-03p
1993	1975	Adults			00716-03p									
1980	1961	Adults			00742-03p									
1985	1961	Adults			00739-03p									
1994	1976	Adults			00706-03p									
2001	1983	Adults			00692-03p									

[illegible]

11

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COALITION PROVISIONAL AUTHORITY ORDER NUMBER 30

REFORM OF SALARIES AND EMPLOYMENT CONDITIONS OF STATE EMPLOYEES

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),

Understanding that the salaries of public workers under the former regime were paid through a complicated system largely composed of incentive pay that rewarded loyalty to the former regime over meritorious service,

Realizing that service in state agencies and state owned enterprises is important public service that requires appropriate compensation for efforts of workers to encourage the best qualified to choose public service,

Noting that salary and conditions of employment reform is essential to guarantee fairness within the public system to ensure that state employees receive appropriate compensation for their efforts, but also to provide incentives for meritorious service or sanctions for failure to perform appropriately,

Recognizing the need to establish a transparent system of compensation for those employed in public service,

I hereby promulgate the following:

Section 1 Definitions

“Base Salary” means base compensation for public employment exclusive of any Special Pay.

“Geographic Allowances” means any special payment made to a Public Service Employee as a result of the location the employee performs duties.

“Grade” means the position level specified for any public service position set forth in the Salary Table attached as Annex A.

“Public Service Employees” means all national government employees serving in any capacity in any national governmental agency or instrumentality including ministries, whether at the national, governorate or municipal level, and state-owned enterprises.

"Public Service Employees" does not include municipal or local employees appointed by Coalition Forces.

"Risk Allowances" means any special payment made to a Public Service Employee as result of the hazardous nature of their employment.

"Special Pay" means any special payment or incentive payment including family allowances, staff bonuses, university service allowance, scientific status allowances, qualification allowances, position allowances, vocational allowances, transportation allowances, geographic allowances, risk allowances, or any other legal compensation other than Base salary paid in connection with public service.

"Salary Table" means the table of payments of monthly salaries paid to Public Service Employees set forth in Annex A to this Order which shall be effective from 1 October 2003 until 30 September 2004.

Section 2

Purpose and Objectives

- 1) Salary reform for Public Service Employees is necessary to encourage the best qualified to choose careers in public service. A system of pay based upon complicated incentives lacks transparency and unfairly results in widely disparate levels of pay for the same work. The public sector salary system is reformed to foster transparency in payments and to regularize payments to ensure that individuals are compensated at comparable levels for comparable work across all areas of public service.
- 2) Reform of conditions of employment reform for Public Service Employees is also necessary to encourage the best qualified to choose careers in public service. The conditions of public service employment are reformed to enable the best qualified employees to rapidly advance to positions of greater responsibility, but also to allow for the removal of Public Service Employees who regularly fail to achieve the minimum standards expected of their Grade and position.

Section 3

Salary Reform

- 1) Effective 1 October 2003, all existing laws, regulations, orders, or other enactments establishing salaries, Special Pay, or other monetary incentives for Public Service Employees are hereby suspended. The CPA Director of Management and Budget, in coordination with the interim Minister of Finance, may grant limited exceptions to this suspension until 31 December 2003 for public agencies unable to implement this Order by the prescribed dates.

- 2) Effective 1 October 2003, all Public Service Employees shall be paid in accordance with the Salary Table except in cases where the CPA Director of Management and Budget has granted an exception to the implementation of this Order in accordance with Section 3(1) above or where the CPA Director of Management and Budget has authorized the public agency to implement the Salary Table prior to 1 October 2003.
- 3) As set forth in the Salary Table, the salary paid to an employee will be based upon the Grade of the employee as determined by the classification of the employee's position and the employee's employment Step as determined in part by the employee's length of service and in part by performance.
- 4) The CPA Director of Management and Budget may authorize the payment of Risk Allowances for particularly hazardous duties or Geographic Allowances. The only basis for approval of Geographic Allowances is a demonstrated history of an inability to fill the position at the authorized salary. Following the implementation of the salary reform provisions contained herein, all such Risk Allowances and Geographic Allowances must be approved by the CPA Director of Management and Budget.
- 5) No Base Salary of Public Service Employees for the same position will be reduced by the implementation of the salary provision of this Order. In the event a Public Service Employee's prior Base Salary for the same position is more than the amount specified in the Salary Table, the pre-existing salary of the Public Service Employee will continue to be paid. The Base Salary of such employees will not be increased until the Public Service Employee is entitled to increased compensation as defined by the Salary Table. This provision does not affect the removal of Special Pay or other incentives as detailed elsewhere in this Order.

Section 4 **Implementation of Salary Reform**

- 1) All Ministers, state owned enterprise Directors, or other heads of public agencies shall establish salary Grade classifications for existing positions within their agency in accordance with the guidelines issued by the Ministry of Finance.
- 2) All such salary Grade classifications will be submitted to the Ministry of Finance for review and approval prior to implementation. The Ministry of Finance may reject or revise the salary Grade classifications presented by other agencies. The salary Grade classifications of the Ministry of Finance shall be consistent with the guidelines issued by the Ministry of Finance.

- 3) Based on the budget of the agency and the agreed upon salary Grade classifications, total annual salary budgets will be developed by each ministry, state owned enterprise, or other agency for approval by the Ministry of Finance. The Ministry of Finance may reject or revise the total annual salary budget presented by other agencies. The total annual salary budget of the Ministry of Finance shall be consistent with the guidelines issued by the Ministry of Finance. All ministries, state owned enterprises, or other agencies shall deliver the total annual salary budget to the Ministry of Finance no later than September 15 of each year.

Section 5

Impact of De-Baathification Removals

Public Service Employees who lost their civil service positions as a result of the implementation of CPA Order 1, De-Baathification of Iraqi Society, are not entitled to retirement benefits.

Section 6

Reform of Conditions of Public Employment

HIRING AND PROMOTION PRACTICES

- 1) No ministry, governorate or municipal administration, state owned enterprise, or any other governmental agency is required to employ any person solely as a result of the person's training or qualifications. All employment decisions will be based upon the needs of the agency.
- 2) Persons formerly employed by a state agency have no special entitlement to resume their employment. All employment decisions will be based on the needs of the agency. Prior employment with the agency may be a factor in deciding to rehire a former employee to fill a vacancy.
- 3) Persons from outside the agency may be hired to fill vacancies. Hiring decisions will be based on an individual's qualifications without regard to race, religion, tribal membership, gender, or regional origin. The best-qualified person will be hired for the position.
- 4) Duty assignments within an agency are at the discretion of agency heads; provided, however, except as required by exigencies of the work requirements, the majority of the duties of Public Service Employees will be tasks appropriate for their employment Grade.

- 5) Promotions of Public Service Employees will be based upon the employee's potential for service, ability to assume more complex duties or responsibilities, and ability to perform at the higher Grade. Longevity of service, without the consideration of other qualifications, shall be an inappropriate basis for promotion.
- 6) Public Service Employees may only be promoted in the event there is a vacancy in the next higher Grade. Promotions in Grade prior to the occurrence of a vacancy in that Grade are not authorized.

EMPLOYMENT CONDITIONS

- 7) All Public Service Employees are expected to report to work in accordance with the reasonable instructions of their agency. Public Service Employees who fail to report to work without the authorization of their senior supervisor within the agency have no entitlement to be paid for days they do not work. The managers of Public Service Employees may withhold one day's pay for each day in which the employee failed to report to work for a substantial portion of the work day. One day's pay shall be calculated by dividing the total monthly pay specified in Salary Table for the employee by the number of scheduled work days in the month.
- 8) Public Service Employees who fail to report to work for five consecutive days or ten days in a month, except as authorized by their senior supervisor or as a result of verifiable medical incapacitation, may be dismissed from their employment. No public notice shall be required. Supervisors shall make reasonable attempts to notify employees in person. If the Supervisor cannot, through reasonable attempts, locate the employee after ten days, notice can be delivered to the employee's last known address and shall be sufficient to terminate the employment. No proof of actual notice shall be required. Public Service Employees may appeal such a dismissal in accordance with the procedures specified in Section 7.
- 9) Senior agency officials may withhold Step increases in salary in the event the performance of the employee does not meet reasonable expectations of performance for the position held. Public Service Employees whose Step increases are withheld under this provision may appeal this determination to the Ministry of Finance or in accordance with the procedures specified in Section 7.
- 10) Managers and agency heads will exercise oversight and control over the implementation of this Order to ensure fairness within the system. Employees who fail to adhere to the rules set forth herein may fail to meet the reasonable expectations of performance described above and may be subject to disciplinary measures.

Section 7
Procedure to Address Complaints

Public Service Employees may seek redress for adverse managerial actions inconsistent with this Order under the procedures described in Civil Service Law (13) of 1991.

Section 8
Administrative Instructions

The CPA Director of Management and Budget or interim Minister of the Finance, with the concurrence of the CPA Director of Management and Budget, may issue such Administrative Instructions as are necessary to carry out the purposes of this Order.

Section 9
Inconsistent Legislation

Any portion of legislation inconsistent with any of the provisions of this Order is hereby suspended to the extent necessary to implement the provisions of this Order.

Section 10
Entry into Force

This Order shall enter into force on the date of signature.

 9/8/03

L. Paul Bremer, Administrator
Coalition Provisional Authority

**ORDER NUMBER 30
ANNEX A**

**REFORM OF SALARIES AND EMPLOYMENT CONDITIONS OF STATE
EMPLOYEES**

Salary Table

Monthly Salary Amounts in Thousands of Iraqi Dinars (000)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
SUPER A	2250	2233	2316	2400	2483	2566	2650	2733	2817	3000
SUPER B	1500	1583	1666	1750	1833	1916	1999	2083	2166	2249
1	740	760	780	800	820	840	860	880	900	920
2	574	589	605	620	636	651	667	682	698	713
3	444	456	468	480	492	504	516	528	540	552
4	342	352	361	370	379	389	398	407	416	426
5	264	271	278	285	292	299	306	314	321	328
6	204	209	215	220	226	231	237	242	248	253
7	157	162	166	170	174	179	183	187	191	196
8	125	128	132	135	138	142	145	149	152	155
9	102	105	107	110	113	116	118	121	124	127
10	83	86	88	90	92	95	97	99	101	104
11	69	71	73	75	77	79	81	83	84	86



**COALITION PROVISIONAL AUTHORITY
BAGHDAD**

December 18, 2003

Pursuant to our authority under Section 3(4) of CPA Order No. 30, we hereby authorize the following risk allowances for members of various security forces, with effect 1 December 2003.

Security Forces	Hazardous Duty Pay in ID
Iraqi Police- Mol	130,000
NIA	120,000
ICDC	120,000
FPS	96,000
Firemen- Mol	130,000
Border Police- Mol	130,000
Electricity Police	96,000
Oil Police	96,000
Water Resources Police	96,000
Correctional Officers	130,000
Ministry of Finance	96,000
Iraqi Media Network	96,000
FPS Interior	96,000

Note: The above amounts will be added to the base salaries as stated on the security salary matrix.



Co-Director
CPA-OMB



Co-Director
CPA-OMB

ENTRY LEVEL SALARIES FOR IRAQI CORRECTIONS SERVICE

		STEPS									
		1	2	3	4	5	6	7	8	9	10
1	Director (General)	493	507	520	533	547	560	573	587	600	613
2	Deputy Director	382	393	403	413	424	434	444	455	465	475
3	Regional Director	296	304	312	320	328	336	344	352	360	368
4	Warden	228	234	241	247	253	259	265	271	278	284
5	Deputy Warden	176	181	185	190	195	200	204	209	214	219
6	Captain	136	139	143	147	150	154	158	161	165	169
7	Lieutenant				113	116	119	122	125	128	130
8	Sergeant						95	97	99	101	104
9	Officer (FTO)					75	77	79	81	83	84
10	Officer (Probation)				60	62	63	65	66	68	69
11	Trainee				50						

FTO denotes Field Training Officer a transitional rank prior to promotion to sergeant.

SEE 18. CHART

COALITION PROVISIONAL AUTHORITY ORDER NUMBER 10

MANAGEMENT OF DETENTION AND PRISON FACILITIES

Pursuant to my authority as head 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),

Recognizing the urgent necessity to ensure safe and humane prisons in order to re-establish law and order and provide for the safety of the people of Iraq,

I hereby promulgate the following:

Section 1

Authority Over Detention and Prison Facilities

Full authority and control over all detention and prison facilities, currently exercised by the Ministry of Labor and Social Affairs and the Ministry of Interior, is hereby vested in the Ministry of Justice. The Directorate of Adult Prisons and the Directorate of Juvenile Prisons in the Ministry of Labor and Social Affairs, all facilities under their authority, and all employees thereof, are hereby transferred to the Ministry of Justice.

Section 2

Interagency Cooperation

The Ministry of Labor and Social Affairs, the Ministry of Interior, and the Ministry of Justice, and all other relevant elements of government, shall cooperate in this effort. The Ministry of Justice, under the authority, direction and control of the Administrator of the CPA, may prescribe any administrative procedures necessary to ensure a properly coordinated transfer of the detention and prison facilities in accordance with this Order.

Section 3

Prison and Detention Facility Standards

There shall be promulgated pursuant to this Order an Implementing Memorandum that will set out fundamental standards applicable to the operation of all prison and detention facilities under the authority of the Ministry of Justice.



COALITION PROVISIONAL AUTHORITY
BAGHDAD

MEMORANDUM

19 January 2004

FOR: DG for Accounts, Ministry of Finance
Governorate Treasurers, Ministry of Finance

FROM: [REDACTED] CPA- OMB

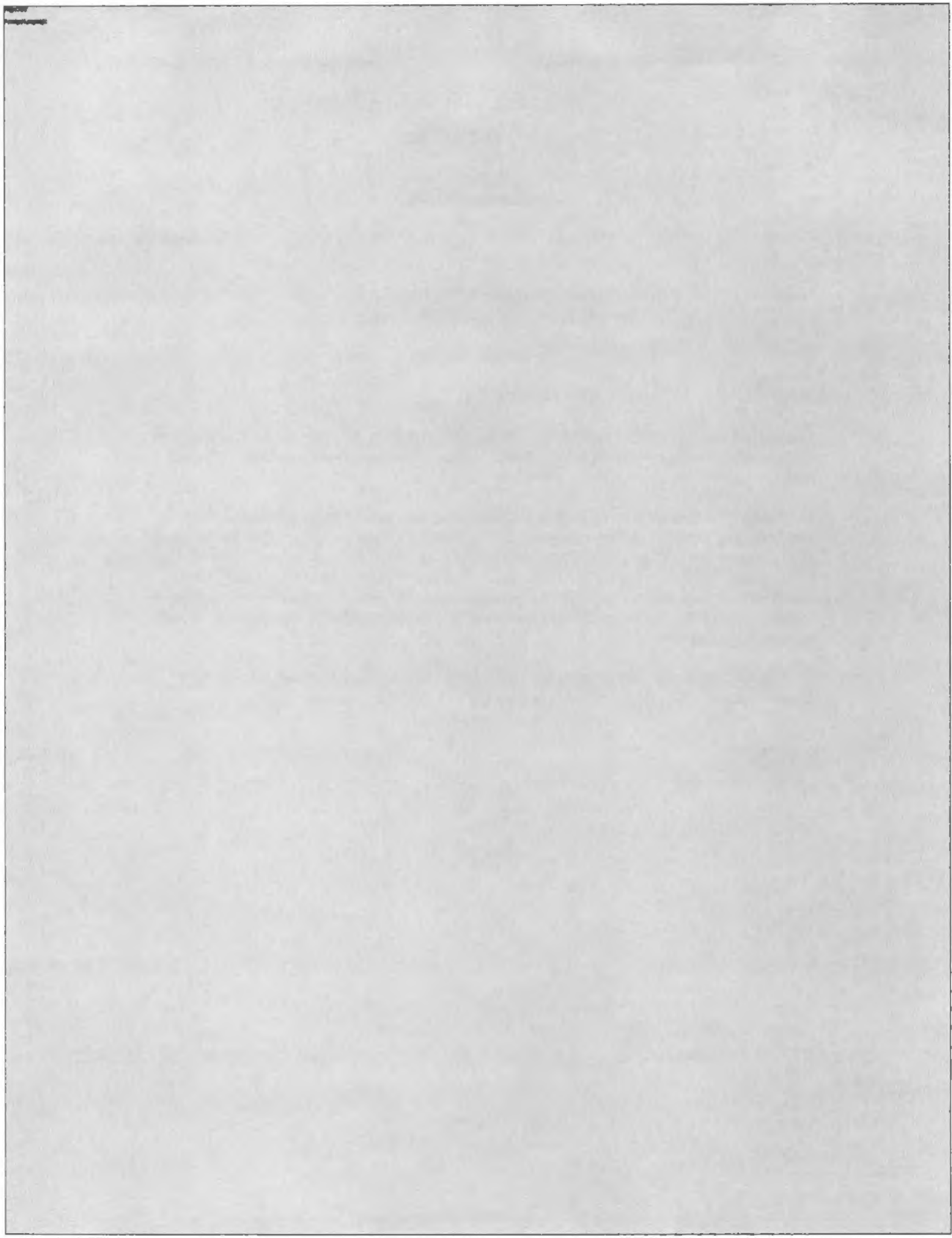
SUBJECT: January Salary Payments

In the interim period until Ministries indicate the governorate by governorate allocation of their budget funds, special provisions must be made to ensure that government salaries continue to be paid.

The Ministry of Finance has supplied operating budget estimates to the governorates, for both total operating expenses and operating expenses exclusive of salaries. If any governorate salary allocations are not sufficient to pay approved public sector employees, treasurers should release the necessary funds equal to the level paid for each department in December, plus any CPA approved additions. In the event that this amount exceeds the allocation listed in the attached schedule, record the excess and it will be counted against the responsible Ministry's 2004 staff expenditure allocation.

By February, Ministries must inform the Ministry of Finance and their departments in the governorates how they want their entire operating and capital budgets allocated.

[REDACTED]
Advisor, CPA - OMB





COALITION PROVISIONAL AUTHORITY
BAGHDAD

MEMORANDUM

19 January 2004

FOR: DG for Accounts, Ministry of Finance
Governorate Treasurers, Ministry of Finance

FROM: [REDACTED] CPA - OMB

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[REDACTED]
Advisor, CPA - OMB

In The Name Of Allah The Most Gracious The Most Merciful

Working paper of the general office of Juveniles correction:

- 1- 2003 budget of juveniles' correction office reached * [REDACTED] [REDACTED] ID [REDACTED] [REDACTED] [REDACTED].
 - 2- 2003 budget of juveniles' correction office / Nineveh observation house department reached 11200000 ID eleven million two hundred thousand Iraqi Dinar.
 - 3- Salaries are being paid according to the date of employment and education degree according to the rules of ministry of finance and the instruction of the employment grades.
 - A- Salaries in May reached 39180 \$ thirty nine thousand one hundred eighty Dollars The amount have been received and paid for the employees with no remaining money.
 - B- Salaries in June reached 39180 \$ thirty nine thousand one hundred eighty Dollars the employees have been paid. "1160" \$ one thousand one hundred sixty Dollars have been returned back. 920 \$ belonged to members of the Ba'ath party, following the CPA order no. 16 in May 2003. Other 240 \$ belonged to "Safa' Juma" and "Ali Badir" because of repeating their names in the rosters.
 - C- Salaries in July reached 38520 \$ thirty eight thousand five hundred twenty Dollars. 3547500 ID three millions five hundred forty seven Iraqi Dinar. The amount has been paid except for "Fatema Talal hafodh" because of her illness and "Abdul-Raheem Abid Sa'ad" because of his death. The salaries of the two employees have been returned back and recorded.
 - D- The salaries in August reached 37740 \$ thirty seven thousand seven hundred forty of Dollars. The amount has been paid for the employees except for "Abdul-kareem Abid Sa'ad" because of repeating his name in the department rosters for three months. A committee has been formed to investigate the reasons of the repetition of his name.
 - E- Salaries in September reached 38040 \$ thirty eight thousand forty Dollars. The amount was paid in 6 October 2003. The list was not returned back because of the continuation of the payment process.
 - 4- 2004 budget of our office and the office of adults correction have been put together. The amount of money is not to be divided until it is approved by the Ministry of Finance.
- [REDACTED]

5- The way of paying salaries:

- A- Organizing name list of employees with their grads and salaries.
- B- The lists are to be checked by the department of financial monitoring.
- C- Making a brief report about the amount of money and number of the employees to be paid.
- D- Having the approval of the coordinator of Coalition Provisional Authority, Ministry of Justice and submitting a memo to the ministry of Finance.
- E- Communicating with the Ministry of Finance to check and approve the salaries and having them signed by the director general of the department of accounts. This department will send a memo to the assigned bank (Al-Rafidain-Mansour) and forming the salary payment committee.

6- Way of the budget expenditure:

Money is to be spent out of the budget according to credence divided in to chapters, monthly reinforced by the Ministry of Finance through sending a memo to the main branch of Al-Rafidain bank. The amount will be transferred through a memo to the bank of the office, which means its current account. Some committees (purchase, maintenance, food supply and fuel supply) would be formed and according to the needs of the office some papers to be done requesting the payment of a sum of money to buy certain requirements for the office. The purchase should be done with a receipt showing the price of the items, bought, approved by the specialized committee, which consist of three members. The chief of the committee should also make a written request to have the money according to the approval of the office. And endorsed check will be issued in a legal way to be checked and paid.

7- Way of distributing money:

After having the approval of the director general of our office. The sum of money would be transferred from the budget to Al-Rafedain bank, opened for Nineveh observation house according to the needs of the office.

8- The following procedures are to be taken in choosing and applying contract.

- A- The bid is to be declared in a formal newspaper (public bid) to give all specialized companies and contractors the chance to apply to the bid. The declaration should mention a dead line for application and it also should contain the statement (the office is not obliged to accept the lowest bid) because the process of choosing the company or the contractor depends on the proficiency of that contractor and the contracts, he has done before.
- B- Two committees to be formed. The first one is (the committee of opening the bids) this committee is the one to open the bids and write a memo containing the name of the contractor or the company, the contract price, period of doing the contract, the contractors address, the primary guarantees submitted by the contractor and the similar works, the contractor has done before.

Then this committee would give all the bids to the second committee which is (the committee of analyzing and checking bids) this committee would study the bids and make the final decision.

- C- The committee of the bid analyzing would study and check all the bids and make the decision of choosing the contractor showing the reasons in a formal legal memo.
- D- After having the approval of the Minister, a contract would be created between the contractor and the director general of the concerned office.
- E- Prior to start the work, the contractor must give 5% of the contract price as a final insurance according to (a letter of credence or an endorsed cheque by one of the Iraqi banks) he must also submit a letter of insurance issued by one of the insurance companies to guarantee fulfilling the contract works.
- F- The contract would include one year of maintenance after the date of finishing of the project. The amount of the final insurance 2.5% would be kept till the end of maintenance period.

9- The process of withdrawal of money - personal way:

As far as the opened current accounts of our office in the Ministry of labor and social affairs are concerned. All amounts have been transferred to Al-Rafidain / Al-Mansour branch according to the memo of the Ministry of finance No. 832 in 15-July-2003 and according to the civil orders, thus it has been added to the central treasury.

The rules of employing correctional guards followed by our office:

- 1- Having vacancies for correctional guards according to the staff assigned by Ministry of Finance.
- 2- The need of correctional guards in the correctional departments and schools.
- 3- A request would be written to the Ministry to approve opening classes for the new guards, according to their education degree. The class is for six months. The new correctional guards would work for 5 years continuously in the correction departments according to the rule of the general office of social correction No. 104 in 1981.
- 4- The approval of the employment is gained when the Ministry communicates with higher ranked offices.
- 5- The office will declare opening the new class for the new employees and they would submit their papers to the personnel department.

Translated by Mohammed D. Jasim

Coalition Provisional Authority

SALARY IMPLEMENTING INSTRUCTIONS

The Iraqi Governing Council and the CPA Administrator have approved new salary scales to Iraqi civil servants and other Iraqi government employees. These instructions will explain the new structure and provide implementing instructions for the transition from the current four grade structure.

The new salary scale is the result of extensive study and interaction of a Salary Task Force composed of representatives of the Iraqi Ministries and government and outside pay experts brought in for the project. The Iraqi working group studied the issue for over a month and made valuable recommendations that form the basis for the plan.

The plan takes into consideration all those who are currently receiving salary payments under the four grade program. Their salaries will remain at their current levels unless their experience, productivity and performance will cause them to be slotted at a higher grade. Those grand-fathered under this save pay formula will remain at their pay level until promotions and longevity increases catch up to them. Thus all current Iraqi government employees will receive the same or greater pay under this system compared to the current system.

The new system is based on pay for work. No one will receive special bonuses or stipends. The workers pay will be based entirely on the base salary in the scale and not on other supplementary pays. The workers will be expected to work a normal Iraqi work week of at least 35 hours in order to be paid. Shift workers, those working overtime, and other similar issues will be compensated within salary scale limits by management decisions.

Transition to the new pay scale will take place over the next few months starting in most cases on 1 October 2003. The Iraqi task force is working on bench-mark job positions to aid managers in their decision about where an individual is placed on the scale. As Ministries and commissions and State owned industries complete their slate of employee assignments, the Ministry of Finance and Ministry of Planning will work together to ensure worker distribution conforms to the affordability percentage per grade. If they do not, then the situation will be considered by the Iraqi Salary Working group to resolve the distribution either by reclassification of some workers or a nation-wide cross-leveling. Once these classifications are finalized then the new salary scale will enter into effect the next month for that

IN THE NAME OF ALLAH

**Republic of Iraq
Ministry of Justice\ Administration dept.
The Accounts**

**Number : 355
Date : 2 Feb. 2004**

**To : Senior Advisors of Ministry Of Finance\ Baghdad
Subject : hazardous duties payment**

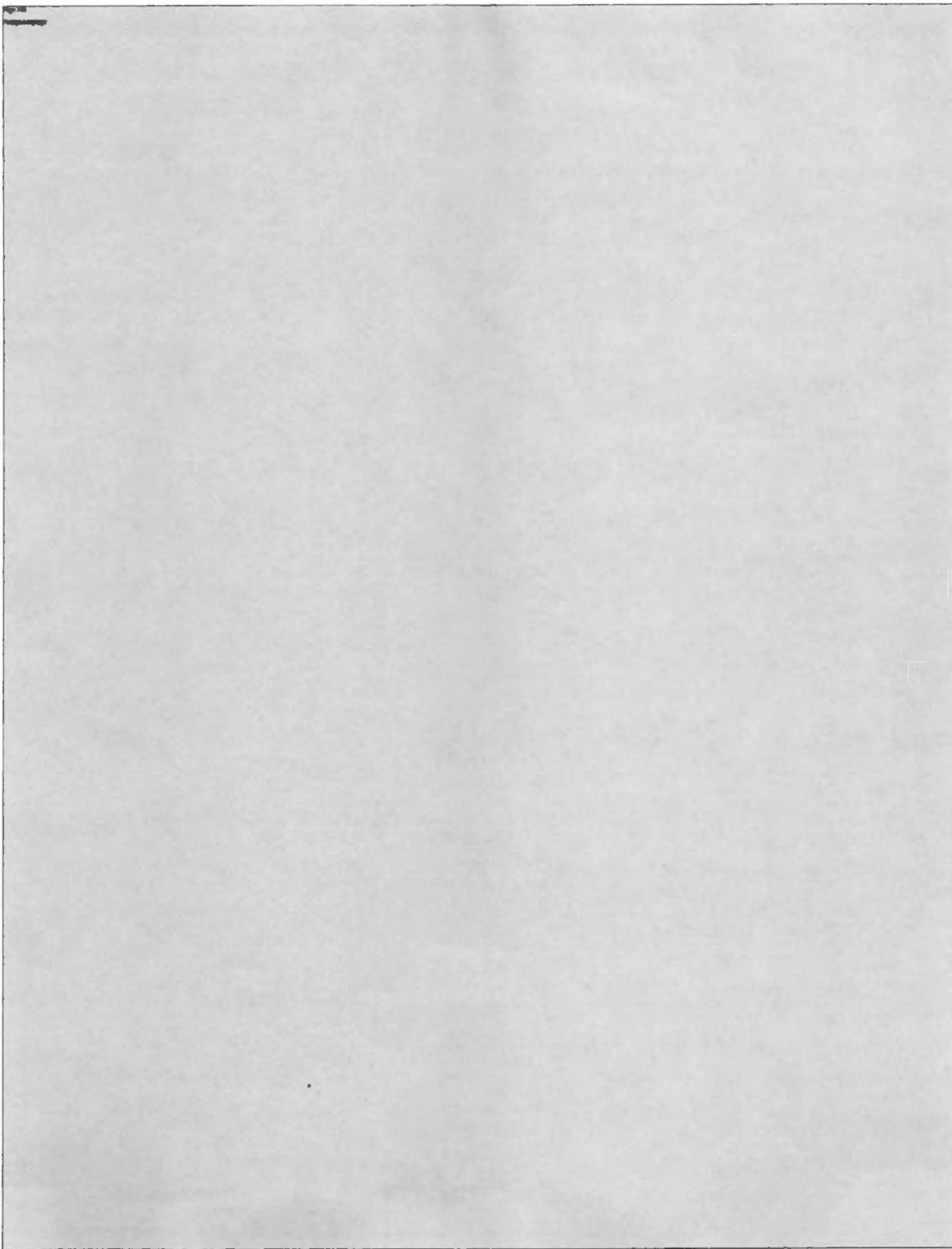
In reffrance to the ministry of finance \ the balance \ department of the balance movement memo no. 404\1424\1402 in 2 Feb. 2004 which was directed to you and of which we got a copy , concerning the approval on the hazardous duty payment (130.000) ID to the correction officers and informing us of including all the correction employees, as they are in direct contact with inmates.

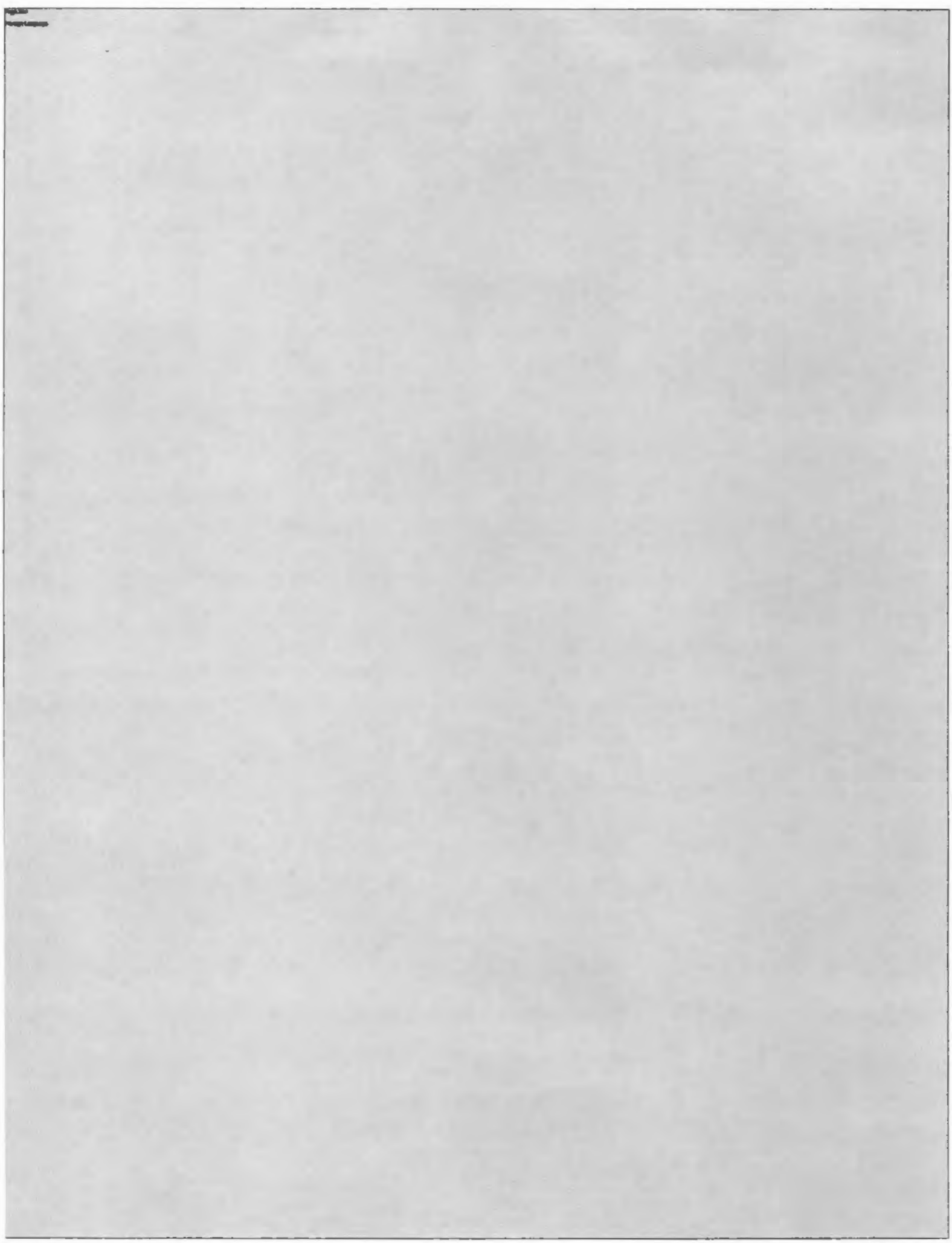
Thank you

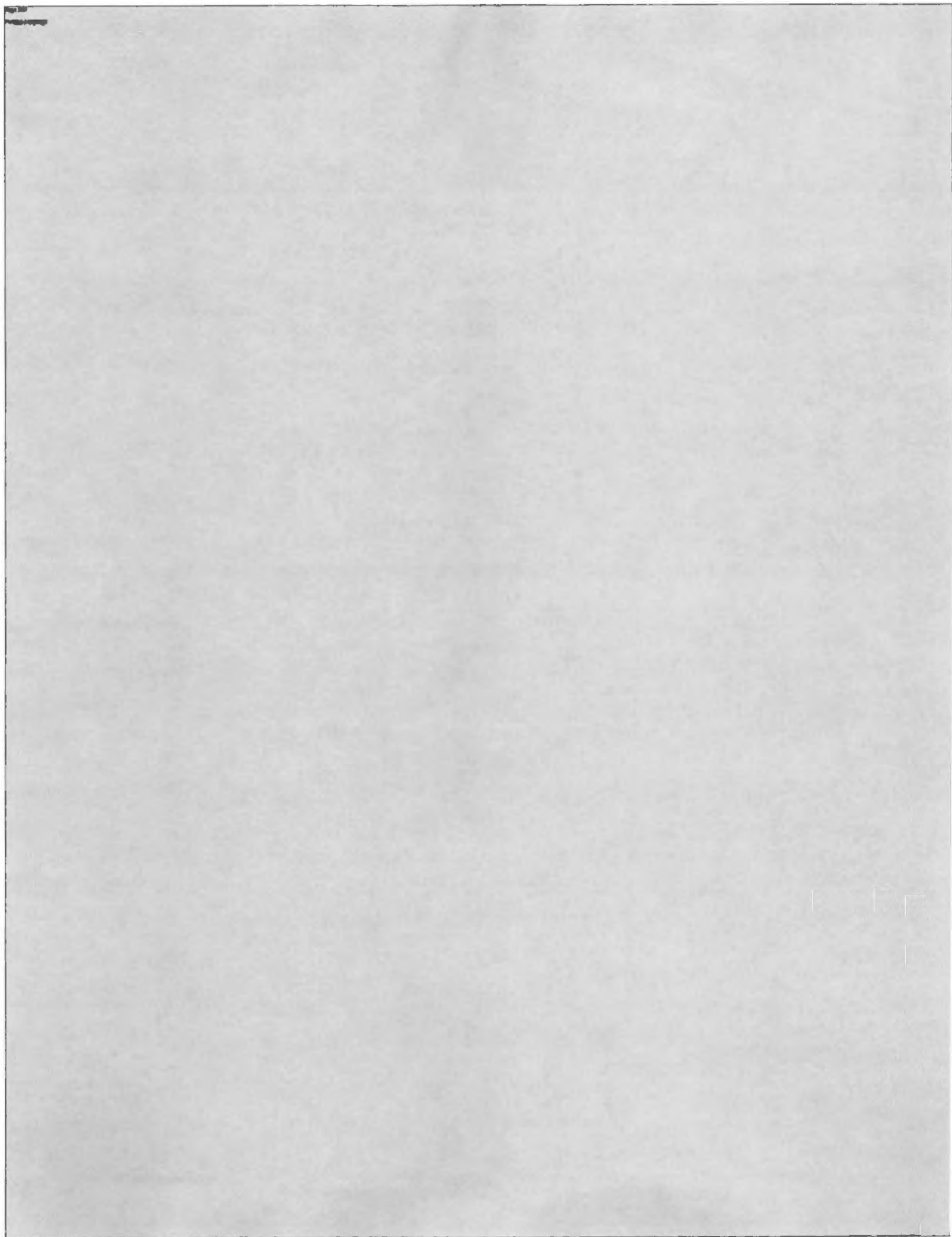
Judge
Ali Hussien Al-shimary
On behalf of Minister of Justice

To be submitted to [redacted]
This is the signature of Mr. [redacted]

Cc:
IRAQI CORRECTION SERVICES
Head of the accounts dept.
The balance section \expences\salaries







**Ministry of finance
Balance office
Expenditure department**

Date: 1-19-2004

General order

In facility to execute the provisions of order no 30 in 2003 issued by the C.P.A about the application of the salaries according to the salary table we have decided the following:

1. The new salary table should come in to force by Dec.2004 without taking the permission of the committee issued by the ministry of planning and ministry of finance.
2. Accurate compliance with implementing the aforementioned table as has been allocated to salaries of the annual budget 2004, and freeze paying all the promotions allowances. Donations and employees share of the benefits except over time payment.
3. The min9ster salary shall be paid according to what mentioned in governing council resolution no 95 on 11-10-2003.
4. The salary of under secretary and the consultant how are in his level shall receive the maximum limit of level (special B) of the new salary table which is attached to order no.30 mentioned above.
5. The salary of director general (directly or indirectly) who has less than 10 years of service as a minimum in the special B level shall receive 1,500,000 ID while if the service under the aforementioned position is more than ten years, his salary shall be limited to the fifth degree with 1,833,000ID.
6. while the rest of the employee salaries it will be spend according to fixation current grade and hose salary are determined according to new salary table provided that these salaries should not be less than those they recently earn according to four grades of salary's table.
7. The competent ministry the other that is not related to a ministry shall assume the work in this order if the increase in the salary (section one of 2004 budget) doesn't exceed 40%, the approved allocation and the approval of the ministry of finance budget department is required if the increase exceeds the mention rate.

With respect

15 February 2004

MOF # 02-01

Policy on Payment of Public Sector Salaries in February 2004

This policy applies to all State employees and employees of State Corporations and other self-financed entities. See below for more details.

Freeze on Hiring and Promotions. In accordance with the August 5 CPA OMB memo, no Iraqi Ministry, agency, company or other government organization may hire employees at a level above the applicable end strength limit for that entity, as approved in the current FY04 National Budget (effective January 1, 2004), except as approved by the Interim Minister of Finance and the CPA Director of Management and Budget under the established procedures. Promotions are also temporarily frozen.

New Salary Scale. Salaries will be paid in new Iraqi dinar at the new salary scale, as set out in Order No.30. All Ministries were funded to implement the new salary scale in January and were supposed have it completed by the end of February. Any ministry that has transferred over to the new salary scale must be able to pay salaries from their salary budget including the additional 40% increase that was distributed by the Ministry of Finance. It must be understood that all employees did not receive a 40% increase, but rather 40% of the total salary budget was added to cover those employees that will receive more under the new scale.

All ministries must transfer over to the new salary scale as a whole ministry, as opposed to one department or governorate at a time. If the salaries are above the allotted amount then the ministries must redo the placement of employees in the new salary scale. no ministry will be given anymore funds for salaries. Employees will continue to be paid at the 4-tier scale until the transfer of the entire ministry is complete.

All ministries dealing with personnel providing security should refer to the Security Salary Matrix at <http://www.cpa-iraq.org/budget/revisedsalarymatrix.pdf>.

Backpay and Recovery of Excess Pay. Employees who have not received their full salary entitlement for the previous six months shall be entitled to payment of the balance. Any double payment or overpayment of previous month's salaries shall be deducted from February salary payments.

Procedure. All salary payments will be authorized by Ministry of Finance officials, acting in accordance with the established policy, through the Treasury account. Payments will be executed through the Rafidain and Rasheed banking systems, which act as the agent of the Ministry of Finance. The Director General of Accounts of the Ministry of Finance will issue a circular to all Ministries and Departments setting out the procedure for the payment of February salaries.

To obtain authorization for disbursement of funds for salary payments for both centrally financed workforces and for the employees of State Corporations and other self-financed entities for which they are responsible, Ministries, and their relevant Directorates are responsible for providing the following:

Accounting for previous month payments. Each ministry must provide payroll execution information to the responsible Accounts Departments at the local Treasury Office or Ministry of Finance. Information should include funds received, funds paid out, number of employees in each pay grade that were paid (by directorate) and the balance remaining.

Unused payroll funds will be redeposited in the bank from which they were withdrawn and a receipt filed with the local directorate accounting manager. If, in previous months, payroll payments were inconsistent with Ministry of Finance guidelines at that time, the Ministries are required to provide relevant accounting of those salaries and emergency payments before additional funds can be released. Information should include details of any such salary or emergency payments, including a list of names to whom the money was paid. The Ministry of Finance should provide details on the previous month's payroll execution by Ministry to the CPA Office of Management and Budget.

Requests for payment for current month. For administrative convenience, Ministries are to present a single report, and single request for release of funding for all their directorates/spending units, rather than separate requests for different directorates/spending units. Requests for payment should include a cover letter written on official paper, approved by the three senior officials of the directorate/spending unit and signed by the Director General of Administration and Finance. The request should also include a spreadsheet with the names and grades of the employees to be paid. If required payroll exceeds that of the previous month, the request for payment must be approved by the CPA Senior Advisor. Any actions that will cause the increase of more than 1% in the pay bill of a workforce over the level paid in August must be approved by the CPA Senior Adviser to the Ministry of Finance before the payroll can be executed. If the governorate demonstrates responsible payroll practices consistent with Ministry guidance, the Baghdad Ministry of Finance can delegate payroll management to the local branch of the Treasury, provided the Senior Advisor of the Ministry agrees.

Executing payroll. Internal audit sections in each ministry shall review the payroll and salary process for conformity with approved methods for payment by the Ministry of Finance, as well as the integrity of individual payments. In each accounting unit the three-person committee shall oversee the distribution of salaries. The names of these individuals will be kept on file at the Agent Bank authorizing the release of funds. A post payment audit shall be performed by the Board of Supreme Audit wherever possible.

The Ministry of Finance shall issue authorization to designated banks to provide specified funds to named representatives of Ministries and Departments to pay salaries. Presentation of this authorization, which may be transmitted electronically, at the designated bank will release the specified funds to the named representatives for the purpose of paying salaries.

Contracted employees will be paid out of operating expenses, as provided through the budget, and not out of payroll.

Points of Contact for Further Information:

Advisor, Ministry of Finance,
 Advisor, Ministry of Finance,
 Advisor, Ministry of Finance,

COALITION PROVISIONAL AUTHORITY

MINISTRY OF FINANCE

BUDGET EXECUTION PROCEDURES

BUDGET EXECUTION

The procedures below outline the steps a Ministry must complete to ensure efficient budget execution. This document, as well as files referenced herein, can be found on the Ministry of Finance intranet site.

1. Provide Spending Plans

Budget guidance released in Mid-2003 states the following:

"Ministries must be able to provide information on where in the country the budget funds will be spent, to get an overall sense of how the Budget will be allocated regionally (at least at the governorate level). Ministries are expected to seek input from their offices in the Governorates, to develop regional spending priorities for the country."

This is slowly coming along, but the fact that it was not ready by mid-December is causing a lot of problems for 1st Quarter execution.

Ministries need to be able to tell the CPA MoF how much cash is needed within the three main categories of their budget:

- 1) Salaries
- 2) Operating budget chapters (excluding salaries)
- 3) Capital expenditures

This can be accomplished by compiling a spreadsheet detailing spending in each region by month broken down by category. (See file: *Spending feb.xls*)

Important points on these:

- 1) Ministries can front-load the operating expenses and/or capital worksheets (for instance the total for a month can exceed 1/12 of the aggregate) but on salaries they cannot without showing they have a plan to fire employees or to manage salaries within the existing budget.
- 2) For Ministries that have not given the CPA MoF a detailed description of where they want to spend their 40 percent increase, it has all been allocated to Baghdad. Governorates cannot be paid at the new scale unless a ministry lets the CPA MoF know what their plan is for staying within the allowed 40 percent increase. (See file: *Salary Letter.doc*)
- 3) The March spending plan needs to go to the Accounts department and the budget department during the very early part of the month.
- 4) Ministries should be forecasting for several months ahead.

2. Release Ministry Budget

Before release of the current month's Ministry Budget, Ministries must submit a Trial Balance detailing how the prior month's allocation was expended, including remaining balances.

For a normal budget release, the Ministries should have already indicated in a spending plan (see above) that they will be requesting this amount during a given month. They should then write a letter to the Ministry of Finance, Budget Department and request that their operating/salary/capital budget should be deducted by x amount for the purchase / payment of y. (See file: *Operating_Sample.doc*)

Once the Budget Department agrees with the request, they will record it against their budget or monthly spending plan and write a letter to the Accounts Department.

This letter should contain details on the requesting ministry, the amount needed, the bank that the money will be transferred to. Accounts will write a letter transferring the amount from a Ministry of Finance account in Baghdad to the Ministry's account, or instruct the treasurer to release the required amount to a department out in the governorates.

3. Release Ministry of Finance Support Grant

In order to draw all, or a portion of, a Ministry or other entity's support line item in the Ministry of Finance budget, they must present an official letter of request to the Ministry of Finance, Budget Department. This letter should detail how much money they wish to draw, from what line item it will be drawn from, and the justification for the expense. (See file: *Support_Sample.doc*)

The Budget Department will write a letter to the Accounts Department telling them to release the money as support to wherever the Ministry has indicated they want it released to.

Before more support can be drawn, the responsible party must submit a detailed accounting of what the money was spent on. This should include all bank balance and transaction reports.

In the case of a State Owned Enterprise drawing support money for salaries, it must first be agreed by all parties that they should be on the New Salary Scale before an increase to the payroll is even considered. Once that is settled, the payroll should be submitted to the Ministry of Finance, as well as SOE's bank balances and profit /loss statements. The Ministry of Finance will then make the decision as to how much support to release.

4. Submit Roll Over Requests (if necessary)

Under the current budget laws, the Iraqi budget operates on a cash basis. Spending approval for amounts allocated for a budget year are not automatically transferred to the next year if not spent by December 31. Unspent balances will remain in your Ministry's bank account and can be drawn down without interruption, but the law requires that these balances be deducted from your 2004 allocations.

The law also allows the Minister in certain circumstances to provide additional allocations in the next year's budget where a Ministry was unable to spend it all in the budget year.

In a normal year, such exceptions would be limited, however, we all know that 2003 has been an extraordinary year. In this context, the Minister said he would approve most requests to increase funding in 2004 that is unspent in 2003, granted they supply the following information. (See file: *Roll-over_Request.doc*)

- 1) Amount of unspent funds in 2003 that they would like to have reallocated to the 2004 budget.
- 2) Whether these fall under capital or operating.
- 3) Brief explanation of why the money was unspent
- 4) Why the additional allocation is necessary for 2004.
- 5) Support / accounting for the fact that this money is indeed unspent.

5. Submit Request to Shift Between Chapters in the Budget (if necessary)

Ministries will not be allowed to reallocate funds between operating expenditure categories without written approval from the Ministry of Finance. It is therefore very important that each expenditure category is considered separately, and adequately funded.

Any requests for shifting between capital and operating should only be undertaken if absolutely necessary. They should be coordinated through [redacted] of the Policy Formulation team and [redacted] so that he can coordinate with Ministry of Planning.

18 June 03

MOF # 06-01

CPA policy on Payment of Public Sector Salaries in May-June 2003

This policy applies to all State employees and employees of State Corporations and other self-financed entities. In addition the policy objective is to pay full time and long term contracted employees of Ministries, State Corporations and other self-financed entities, at the discretion of the CPA Senior Adviser. See below for more details.

All allowances, bonuses, supplements and any other additions to salaries remain suspended.

Salaries for the months of May and June will be paid at the same time.

Salaries will be paid in US dollars according to the following schedule for each month:

Salary Grade	Previous Civil Service Grade	May and June salary scale	Memo: April salary scale in Southern Iraq	Memo: April salary scale in Kurdish provinces
Grade 4	6 and below	\$60	100,000 ID	\$50
Grade 3	3-5	\$120	200,000 ID	\$100
Grade 2	1-2	\$160	300,000 ID	\$150
Grade 1	General Manager or above	\$260	500,000 ID	\$200

Note: as a guide, across all workforces and across the country as a whole, we expect the average distribution by salary grade to be approximately 60% Grade 4; 30% Grade 3; 9% Grade 2; 1% Grade 1.

Employees who have not received their full salary entitlement for April or their full \$50 emergency payment shall be entitled to payment of the balance. Any double payment of April salaries or emergency payments, or any previous payment of May and June salary payments shall be deducted from May and June salary payments. For the purposes of calculating deductions and backpayments due an exchange rate of 2000 ID:1 USD shall be used.

All salary payments will be managed by Ministry of Finance officials and executed through the Rafidain and Rasheed banking systems.

The Director General of Accounts, Ministry of Finance will issue a circular to all Ministries and Departments setting out the procedure for the payment of May and June salaries. Ministries will be responsible for providing the information required for salaries to be paid to the employees of State Corporations and other self-financed entities for which they are responsible, before authorisation for payment can be issued.

All Ministries are required, as a condition for further disbursements, to provide information on actual payments made in the previous month. This should include a receipt from the bank recording the redeposit - at the earliest opportunity - of unused funds at the Treasury account in the bank from which they were withdrawn.

Ministries and departments which submitted summary payroll data for the payment of April salaries which was approved by the relevant CPA Senior Adviser and the Director General of

Administration and Finance will only need to report changes to the payroll to the Ministry of Finance. Where the April payroll of a workforce in a governorate outside Baghdad was approved in accordance with the established process, the Baghdad Ministry of Finance will, unless the Senior Adviser decides otherwise, delegate payroll management to the local branch of the Treasury.

Where payroll data for ministries and departments has not been approved by the relevant CPA Senior Adviser and the Director General of Administration and Finance (as in some governorates), this will be required before any further payments can be made. This information should include details of any unauthorized salary or emergency payment including who the money was paid to.

The Ministry of Finance shall issue authorisation to designated banks to provide specified funds to named representatives of Ministries and Departments to pay salaries. Presentation of this authorisation, which may be transmitted electronically, at the designated bank will release the specified funds to the named representatives for the purpose of paying salaries.

Internal audit sections in each ministry shall review the payroll and salary levels for consistency with those approved for payment by the Ministry of Finance as well as the integrity of individual payments. In each accounting unit a three-person committee shall oversee distribution of salaries. A post payment audit shall be performed by the Board of Supreme Audit wherever possible.

Contracted employees are paid out of operating expenses and not out of payroll, and therefore their payment for April, May and June is authorised under a different procedure:

- Collect a payroll of the relevant contracted employees, including a breakdown of the workforce by pay. The pay levels need not necessarily be the same as the four tier scale for permanent employees.
- The Iraqi Director General of Administration and Finance and the CPA Senior Adviser approve the list.
- Submit the approved list to the CPA Ministry of Finance, who will direct the Iraqi Ministry of Finance to issue an authorisation to release funds to cover payment of the costs of the contracted employees

Points of Contact for Further Information:

[redacted] Adviser on Logistics Security, [redacted]

[redacted] Adviser, Ministry of Finance, [redacted]

18 June 03

MOF # 06-03

**AUTHORIZATION TO IMPLEMENT PROCEDURES
TO PAY MAY AND JUNE SALARIES**

- 1. I hereby authorize Mr. Muhana Jassim Khalaf Al Battat, Director General of Accounts, Ministry of Finance, to issue a circular to all Ministries and to Departments which are not part of a Ministry to set out procedures for the payment of salaries for May and June 2003 to fulltime employees of each department which has an accounting unit, both centrally financed organizations and self-financed organizations, including State-owned enterprises.**
- 2. Any change in the payroll submitted for the April salary must be approved by the Director General of Finance and Administration and by the relevant CPA Senior Advisor, and reported to the Ministry of Finance. Significant increases in the payroll will need to be approved by the CPA Senior Adviser in the Ministry of Finance.**
- 3. The Ministries and other organizations referred to in paragraph 1. above are responsible for ensuring that the Directorate of Accounts, Ministry of Finance, has the names and positions of persons authorized under this directive to receive salary payments, a specimen of their signature, and the number on their official identification cards.**
- 4. The Director General of Accounts, Ministry of Finance, or a designated assistant is authorized to distribute the necessary funds to designated branches of either the Rasheed Bank or Rafidain Bank, and to authorize the banks, acting as the agent of the Ministry of Finance, to disburse funds to named audit committees for the sole purpose of paying salaries for the months of May and June in accordance with *CPA policy on payment of public sector salaries for May-June 2003* (Attached as Annex 1).**

5. The three-person audit committee established in each accounting unit of Ministries and organizations listed in paragraph 1. above shall maintain payroll lists of employees in that accounting unit and the payment employees are entitled receive to in accordance with Annex 1.
6. Internal audit sections in each ministry shall review all employee lists and salary levels for consistency with lists approved for payment by the Ministry of Finance as well as the integrity of individual payments. In each accounting unit a three-person committee shall oversee distribution of salaries.
7. A signature shall be affixed to payroll records from the recipient indicating receipt of payment. All payroll records shall be countersigned by the members of the three person committee authorized for each accounting unit. A post payment audit shall be performed by the Board of Supreme Audit wherever possible.
8. Unpaid balances of funds advanced to Ministries and other organizations shall be returned to the Issuing Bank three weeks after the payment due date. Appropriate accounting records of funds advanced and payments made by each accounting unit shall be forwarded to the Ministry of Finance.
9. The Director General of Accounts, Ministry of Finance, will provide weekly reports on Thursday of each week to CPA on the cumulative amount of funds authorized to be paid for May and June salaries by organization and by governorate.

Signed:

 CPA Advisor to the Ministry of Finance

Date:

**Coalltion
Provisional
Authority's**



**Guide to understanding
your government earnings
and pay scale**



Introduction

Purpose of the Change

To recognize and appropriately compensate public employees according to their responsibility and work performance. The coalition collapsed the previous regime's complex and corrupt pay scales into four temporary scales; this was always intended to be temporary.

Under the new system, advancement in public service is based on the excellence of an employee's contribution to the mission of the organization.

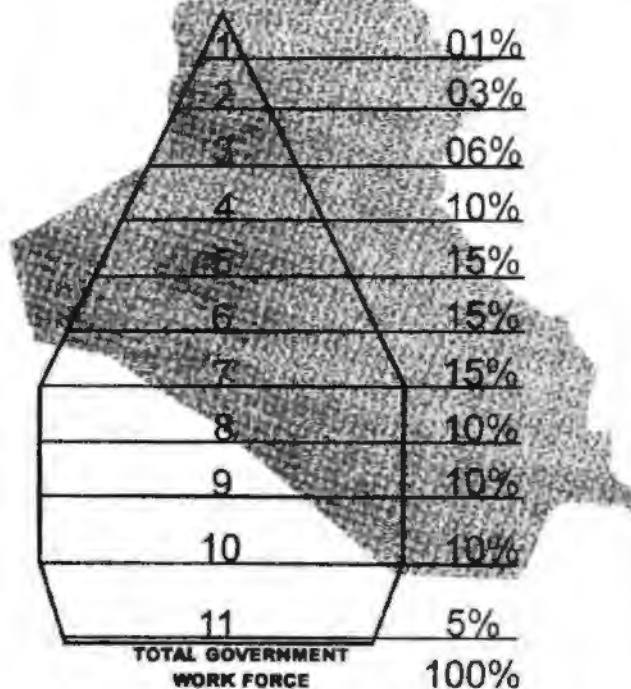
- No civil servant will have a reduction in pay
- No civil servants will lose their job because of the transition to the new structure
- The scale will have 11 basic grades, and two super grades
- The plan was developed by the Iraqi Salary Task Force in cooperation with salary experts and approved by the CPA administrators and the Iraqi government counsel
- Promotion from one grade to another is on the basis of free competition between civil servants
- Civil servants will be rewarded based on performance and productivity and of service
- Jobs are categorized by Iraqi managers based on the jobs value to Iraq not on job title
- Civil servant will be paid according to the position they hold
- Job grade assignments will be established by Ministries and SOE Directors

Action to be taken by Commissions, Ministries, Agencies, and State-Owned Enterprises not in Ministries

- Determine the positions needed to achieve the mission of their organization
- Determine the grade level of those positions
- Match the employees to those positions
- Require their subcomponents to perform the same exercise of determining positions needed, grade levels of positions, and matching employees to the positions (perform at the ministry level the work concerning the components)
- Compile the information for the entire ministry, agency or state owned enterprise
- Present the information to the Salary Central Committee
- The Salary Central Committee will:
 - Ensure that equivalent positions in different ministries have equivalent grades
 - Ensure that overall targets for percentages of grades are being met
- Submit a salary budget request to Ministry of Finance, justifying and gaining approval for:
 - Deviations from grade percentage targets

**Guidelines for Assignment of
Employees to Grades**

**Salary Percent
Grade Assigned**



Salary Progression Chart, 2.5% progression per steps; ten steps per grade.

Salary Progression Chart Monthly Salaries in Iraqi Dinars (000)										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
SUPER A	2250	2233	2316	2400	2483	2566	2650	2733	2817	3000
SUPER B	1500	1583	1666	1750	1833	1916	1999	2083	2166	2249
1	740	760	780	800	820	840	860	880	900	920
2	574	589	605	620	636	651	667	682	698	713
3	444	456	468	480	492	504	516	528	540	552
4	342	352	361	370	379	389	398	407	416	426
5	284	271	278	285	292	299	306	314	321	328
6	204	209	215	220	226	231	237	242	248	253
7	157	162	166	170	174	178	183	187	191	196
8	125	128	132	135	138	142	145	148	152	155
9	102	105	107	110	113	116	118	121	124	127
10	83	86	88	90	92	95	97	99	101	104
11	69	71	73	75	77	79	81	83	84	86

Applicability of the New Salary Schedule

The new salary schedule will be applied to all employees of the Ministry of Defense and Military Services, including those who are currently on leave, and those who are currently on sick leave. The new salary schedule will be applied to all employees of the Ministry of Defense and Military Services, including those who are currently on leave, and those who are currently on sick leave.

Employees who are currently on leave, and those who are currently on sick leave, will be paid their current salary until they return to work.

The new salary schedule will be applied to all employees of the Ministry of Defense and Military Services, including those who are currently on leave, and those who are currently on sick leave. The new salary schedule will be applied to all employees of the Ministry of Defense and Military Services, including those who are currently on leave, and those who are currently on sick leave.

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Frequently Asked Questions

Q. What's wrong with the current system?

A. Absolutely nothing. The current system is working exactly as intended; the coalition initially set up this temporary four-scale system in order to pay salaries quickly.

Q. Will I lose my job when my Ministry or SOE transitions to the new pay scale?

A. No. When your Ministry or SOE transitions to the new pay structure all civil servants will still be employed by the Ministry or SOE. Your organization will put new rules that require all employees to come to work each day and to work full days. Employees who do not follow the new rules will lose pay if they are not at work. Employees who repeatedly fail to come to work could lose their jobs.

Q. The position I am filling has a lower wage than I currently make. Will I have a reduction in my pay?

A. No. All currently employed civil servants will earn at least what they currently earn in the four-tiered system. New civil servants hired after the pay structure is in effect will be hired and paid on the rates of the new pay structure.

Q. Will I be paid in dollars or Iraqi Dinar?

A. All wages will be paid in Iraqi Dinars.

Q. Will I be paid in the old Iraqi Dinar or the new Iraqi Dinar?

A. After 15 October all wages will be paid using the new Iraqi Dinar.

Q. When will I see the increase in my paycheck?

A. Any pay increases will be reflected in the end-of-month paycheck. Because ministries have flexibility in implementing the new system, people working for different ministries may see change in their pay in different months.

Q. If I stand to be paid more under the new pay scale, can I convert to the new scale immediately?

A. No. People in any given ministry will be paid on the four-tier scale until the ministry adopts the new scale. Each ministry is responsible for determining the positions needed to achieve the mission of their organization, determine the grade of those positions, and then match the employees to those positions. Once the positions have all been graded, the entire ministry will move to the new scale.

Q. When will I be promoted?

Continued on next page

GUIDE TO THE SALARY PAYMENT PROCESS**Authorisation**

If the workforce's salary payment was authorised in accordance with the established process in April:

1. Deliver data on actual payments made to the Ministry of Finance. Reporting of actual payments made, returning any surplus to the bank and providing a receipt from the bank to the Treasury of any monies returned after payments are complete is a requirement to qualify for subsequent disbursements.
2. If there are any significant increases in your workforce (as a rule of thumb – greater than 2% increase over the previously authorised workforce), compile a record, get it approved by the relevant CPA Senior Adviser and the Director General of Administration and Accounts, and submit the information to the Ministry of Finance. Any very substantial increases in the workforce (as a rule of thumb – greater than 5% increase over the previously authorised workforce) will need to be approved by the CPA Senior Adviser to the Ministry of Finance.
3. Contact the local branch of the Treasury. The local branch of the Treasury will have the delegated authority to issue an authorisation to withdraw funds to pay salaries in respect of workforces which were paid in accordance with the established process in April.

If the workforce's salary payment was not authorised in accordance with the established process in April:

1. No further payments may be made until explicit authorisation is given by the CPA MoF
2. Provide information on actual unauthorised payments of salary for April, May or June and actual unauthorised disbursements of emergency payments.
3. Pass on the payroll data prepared by your Iraqi counterparts to allocate workers into the four tiers of the salary scale. For civil service employees this is a simple transformation of current grades to the new scale. For State owned enterprises and self-financing entities the CPA Senior Adviser is ultimately responsible for allocating workers into this new scale.
4. In the governates preparing the payroll data involves the following steps
 - identify the ministry which each workforce belongs to;
 - compile a payroll for each workforce, including total number of workers and distribution among salary grades;
 - nominate the audit committee(s) for each workforce or collection of workforces in the governate, including names, ID names and copies of their signatures. The audit committee will pick up salaries from the bank for all the workforces in the Governate for which it is responsible and distribute the salaries at the pay site to its workforce, and, if necessary, to audit committees for other workforces. We suggest one main audit committee per ministry per governate to pick up the payroll for all the workforces of the respective ministry. This avoids the administrative burden of dealing with multiple small audit committees;
5. Submit the summary payroll data – consisting of data on the total number of employees and their distribution across the four salary grades – to the CPA Senior Adviser and to the Director General of Administration and Finance of the relevant ministry for approval.

6. Submit the approved summary payroll data together with the required details (names, ID numbers and preferably also signatures) on the three person audit committee to the Iraqi Ministry of Finance, which will issue an authorisation to the audit committee to withdraw the necessary funds from a designated bank.

Delivery

7. The audit committee is responsible for taking custody of the funds at the bank, transporting it to the paysite, distributing it, maintaining records, and redepositing any excess funds back in the bank in return for a receipt. The military is responsible for providing security for the movement of high-value payrolls and at the associated paysites. The CPA Ministry is responsible for coordinating the parties.
8. Security arrangements outside Baghdad are a matter for the local military commander. In Baghdad, security will be provided where the total value of cash being moved from bank to pay site is in excess of \$150,000. Typically, security forces will require 72 hours notice before delivering to a site. For this purpose, please provide site information, including:
 - grid co-ordinates, street address, a brief description; and
 - any locally engaged security accompanying the Audit committee or at the workplace.
9. A member of the respective CPA Ministry team should accompany the security escort from the CPA palace to the bank and ensure that the security escort and the audit committee make contact. A member of the CPA team should, wherever possible, then accompany the escort to the paysite and stay to supervise the payment. The escort security will continue at the paysite until payment is complete. Additionally local commanders are tasked with providing an increase and visible security presence around the payment locations. However it is the Ministry's responsibility to provide a secure environment for the payment of salaries.
10. The Iraqi Ministry of Finance will advise:
 - (a) Your accounting committee of the date, time and branch they need to be at to withdraw these funds and meet Coalition security forces for secure escort to the workplace.
 - (b) The bank branch of the composition of the accounting committee and the time they will be at their branch and the amount withdrawn.
11. Determination of the denominations in which salaries are paid are, in the absence of explicit instructions from the Ministry of Finance, a matter for the bank.
- 12 CPA MoF officials will meet every morning with the Director General of Accounts for information exchange and co-ordination.

Data collection in the Governates

13. GSTs can track salary progress by 1. going to the bank holding the salary monies to request information on which Ministry has withdrawn money for salary payments and/or 2. going to the appropriate office of each Ministry to request information on the payments.

Points of Contact for Further Information:

Adviser on Logistics Security, [redacted]

Adviser, Ministry of Finance,

For

Ministry of Labor and Social Affairs

Summary: Number of Employees and Base Salaries for the Month of April 2003 in Baghdad Governorate

No.	Company	No. of DGs	DG Base Salaries	People in Ranks 1-2	Base Salaries Ranks 1-2	People in Ranks 3-5	Base Salaries Ranks 3-5	People in Ranks 6-9	Base Salaries for Ranks 6-9	Total No.	Amount (dinars)	Amount (dollars)
1	Admin. of Ministry	1	500,000	41	12,300,000	36	7,200,000	30	3,000,000	108	23,000,000	3,660
2	Juvenile Corrections	1	500,000	22	6,600,000	178	35,600,000	271	27,100,000	472	69,800,000	14,440
3	Adult Corrections	1	500,000	39	11,700,000	166	33,200,000	600	60,000,000	806	105,400,000	25,240
4	Labor & Social Security	1	500,000	156	46,800,000	173	34,600,000	100	10,000,000	430	91,900,000	12,900
5	Social Welfare	1	500,000	--	--							

$$150 \times 4.5 = 675$$

$$100 \times 5 = 500$$

$$150 \times 3.5 = 525$$

1700

Shirts + Tr. + hats
1st batch

Salary Level	Juvenile Corrections			Adult Corrections			Detention Centres		
	Base Salaries	People in Ranks	Total (000 dinars)	Base Salaries	People in Ranks	Total (000 dinars)	Base Salaries	People in Ranks	Total (000 dinars)
1	500	1	500	500	1	500	500	1	500
2	300	24	7,200	400	64	25,600	400	229	91,600
3	200	183	36,600	200	496	99,200	200	600	120,000
4	100	301	30,100	100	1,750	175,000	100	6,500	650,000
		509	74,400		2,311	300,300		7,330	862,100
	Total	Personnel		Monthly		Annual			
	Juveniles	509		74,400		892,800			
	Adult	2,311		300,300		3,603,600			
	DC	7,330		862,100		10,345,200			
		10,150		1,236,800		14,841,600			

TO: CPA SENIOR ADVISERS

FROM: [REDACTED] ADVISER
MINISTRY OF FINANCE

DATE: 13th June 2003

ISSUE: PAYMENT OF MAY AND JUNE SALARIES

The attached documents set out the policy for May and June salary payments, the authorization to the Iraqi Ministry of Finance to control the release of funds for the salary payments, and a checklist for salary payments.

Funds have now been placed in the four Baghdad banks to finance the payment of salaries for May and June, and we will be in a position to start paying Baghdad salaries for May and June from the Tuesday 17th June. I hope you will apply as soon as possible for payment for your workforces, since we need to accelerate the payment process to meet our objective of paying all salary arrears off by the end of June.



[REDACTED]

*I found this lying
around. Thought
you might need it
before.*

[REDACTED]

CPA policy on Payment of Public Sector Salaries in May-June 2003

This policy applies to all State employees and employees of State Corporations and other self-financed entities. It shall also apply to full time and long term contracted employees of Ministries, State Corporations and other self-financed entities, at the discretion of the CPA Senior Adviser.

All allowances, bonuses, supplements and any other additions to salaries remain suspended.

Salaries for the months of May and June will be paid at the same time.

Salaries will be paid in US dollars according to the following schedule for each month:

Salary Grade	Previous Civil Service Grade	April salary scale in Southern Iraq	April salary scale in Kurdish provinces	May and June salary scale
Grade 4	6 and below	100,000 ID	\$50	\$60
Grade 3	3-5	200,000 ID	\$100	\$120
Grade 2	1-2	300,000 ID	\$150	\$160
Grade 1	General Manager or above	500,000 ID	\$200	\$260

Employees who have not received their full salary entitlement for April or their full \$50 emergency payment shall be entitled to payment of the balance. Any double payment of April salaries or emergency payments, or any previous payment of May and June salary payments shall be deducted from May and June salary payments. For the purposes of this calculation an exchange rate of 2000 ID:1 USD shall be used.

All salary payments will be managed by Ministry of Finance officials and executed through the Rafidain and Rasheed banking systems.

The Director General of Accounts, Ministry of Finance will issue a circular to all Ministries and Departments setting out the procedure for the payment of May and June salaries. Ministries will be responsible for providing the information required for salaries to be paid to the employees of State Corporations and other self-financed entities for which they are responsible, before authorisation for payment can be issued.

Ministries and departments which submitted summary payroll data for the payment of April salaries which was approved by the relevant CPA Senior Adviser and the Director General of Administration and Finance will only need to report changes to the payroll to the Ministry of Finance. Where the April payroll of a workforce in a governorate outside Baghdad was approved in accordance with the established process, the Baghdad Ministry of Finance will, unless the Senior Adviser decides otherwise, delegate payroll management to the local branch of the Treasury.

Where payroll data for ministries and departments has not been approved by the relevant CPA Senior Adviser and the Director General of Administration and Finance (as in some governorates), this will be required before any further payments can be made. This information should include details of any unauthorized salary or emergency payment including who the money was paid to.

The Ministry of Finance shall issue authorisation to designated banks to provide specified funds to named representatives of Ministries and Departments to pay salaries. Presentation of this

authorisation, which may be transmitted electronically, at the designated bank will release the specified funds to the named representatives for the purpose of paying salaries.

Internal audit sections in each ministry shall review the payroll and salary levels for consistency with those approved for payment by the Ministry of Finance as well as the integrity of individual payments. In each accounting unit a three-person committee shall oversee distribution of salaries. A post payment audit shall be performed by the Board of Supreme Audit wherever possible.

GUIDE TO THE MAY-JUNE SALARY DISTRIBUTION PROCESS

Basic Process – how to get authorisation for release of funds to pay salaries

If the workforce's salary payment was authorised in accordance with the established process in April:

1. Compile a record of any changes to your workforce, get it approved by the relevant CPA Senior Adviser and the Director General of Administration and Accounts, and submit the information to the Ministry of Finance. Any significant increases in the workforce will need to be approved by the CPA Senior Adviser to the Ministry of Finance.
2. Liase with the local branch of the Treasury. The local branch of the Treasury will have the delegated authority to issue an authorisation to withdraw funds to pay salaries in respect of workforces which were paid in accordance with the established process in April.

If the workforce's salary payment was not authorised in accordance with the established process in April:

1. No further payments may be made until explicit authorisation is given by the CPA MoF
2. Provide information on any unauthorised payments of salary for April, May or June and any unauthorised disbursements of emergency payments.
3. Pass on the payroll data prepared by your Iraqi counterparts to allocate workers into the four tiers of the salary scale. For civil service employees this is a simple transformation of current grades to the new scale. For State owned enterprises and self-financing entities the CPA Senior Adviser is ultimately responsible for allocating workers into this new scale.
4. In the governates preparing the payroll data will involve the following steps
 - identify the ministry which each workforce belongs to;
 - compile a payroll for each workforce, including total number of workers and distribution among salary grades;
 - nominate one main audit committee for each ministry in the governate (this avoids the administrative burden of dealing with multiple small audit committees), including names, ID names and copies of their signatures, which will pick up salaries from the bank for all the workforces of the ministry in the Governate and distribute them at the pay site to the audit committees for the other workforces;
5. Submit the summary payroll data – consisting of data on the total number of employees and their distribution across the four salary grades – to the CPA Senior Adviser and to the Director General of Administration and Finance of the relevant ministry for approval
6. Submit the approved summary payroll data together with the required details (names, ID numbers and preferably also signatures) on the three person audit committee to the Iraqi Ministry of Finance, which will issue an authorisation to the audit committee to withdraw the necessary funds from a designated bank.

Security Arrangements for paying Ministries in Baghdad

Security will be provided in Baghdad where the total value of cash being moved from bank to pay site is in excess of \$150,000. Typically, security forces will require 72 hours notice before delivering to a site. For this purpose, please provide site information, including:

- grid co-ordinates, street address, a brief description; and
- any locally engaged security accompanying the Audit committee or at the workplace.

7. The military's strong preference is for a member of the respective CPA Ministry team to accompany the security escort from the CPA palace to the bank and ensure that the security escort and the audit committee make contact. A member of the CPA team should, wherever possible, accompany the escort to the paysite and stay to supervise the payment. Coalition security will usually continue at the paysite during the pay process, but this cannot always be guaranteed. It is advisable to ensure that there is some additional local security at the paysite.
8. The Iraqi Ministry of Finance will advise:
 - (a) Your accounting committee of the date, time and branch they need to be at to withdraw these funds and meet Coalition security forces for secure escort to the workplace.
 - (b) The bank branch of the composition of the accounting committee and the time they will be at their branch and the amount withdrawn.
9. CPA MoF officials will meet every morning with the Director General of Accounts for information exchange and co-ordination.
10. Security arrangements outside Baghdad are a matter for the local military commander.

Points of Contact for Further Information

Adviser, Ministry of Finance,

**AUTHORIZATION TO IMPLEMENT PROCEDURES
TO PAY MAY AND JUNE SALARIES**

- 1. I hereby authorize Mr. Muhana Jassim Khalaf Al Battat, Director General of Accounts, Ministry of Finance, to issue a circular to all Ministries and to Departments which are not part of a Ministry to set out procedures for the payment of salaries for May and June 2003 to fulltime employees of each department which has an accounting unit, both centrally financed organizations and self-financed organizations, including State-owned enterprises.**
 - 2. Any change in the payroll submitted for the April salary must be approved by the Director General of Finance and Administration and by the relevant CPA Senior Advisor, and reported to the Ministry of Finance. Significant increases in the payroll will need to be approved by the CPA Senior Adviser in the Ministry of Finance.**
 - 3. The Ministries and other organizations referred to in paragraph 1. above are responsible for ensuring that the Directorate of Accounts, Ministry of Finance, has the names and positions of persons authorized under this directive to receive salary payments, a specimen of their signature, and the number on their official identification cards.**
 - 4. The Director General of Accounts, Ministry of Finance, or a designated assistant is authorized to distribute the necessary funds to designated branches of either the Rasheed Bank or Rafidain Bank, and to authorize the banks, acting as the agent of the Ministry of Finance, to disburse funds to named audit committees for the sole purpose of paying salaries for the months of May and June in accordance with *CPA policy on payment of public sector salaries for May-June 2003* (Attached as Annex 1).**
 - 5. The three-person audit committee established in each accounting unit of Ministries and organizations listed in paragraph 1. above shall maintain payroll lists of employees in that accounting unit**
-

and the payment employees are entitled receive to in accordance with Annex 1.

6. Internal audit sections in each ministry shall review all employee lists and salary levels for consistency with lists approved for payment by the Ministry of Finance as well as the integrity of individual payments. In each accounting unit a three-person committee shall oversee distribution of salaries.
7. A signature shall be affixed to payroll records from the recipient indicating receipt of payment. All payroll records shall be countersigned by the members of the three person committee authorized for each accounting unit. A post payment audit shall be performed by the Board of Supreme Audit wherever possible.
8. Unpaid balances of funds advanced to Ministries and other organizations shall be returned to the issuing Bank three weeks after the payment due date. Appropriate accounting records of funds advanced and payments made by each accounting unit shall be forwarded to the Ministry of Finance.
9. The Director General of Accounts, Ministry of Finance, will provide weekly reports on Thursday of each week to CPA on the cumulative amount of funds authorized to be paid for May and June salaries by organisation and by governate.

Signed:



P.1



CPA Advisor to the Ministry of Finance

Date: 13.06.2003

Names of the People Authorized by the Ministry to Receive the Base Salaries of Employees for the Month of April, 2003

No.	Directorate	Authorized People	Job Title	Amount (dinars)	Amount (dollars)	Signature
1	Diwan/Administration Section	Zahida Ahmad Shahwaaz Firdaws Haidar Jasem Asma Majeed Hameed	Accountant Accountant Accountant 2	23,000,000	\$ 3,660	
2	Labor & Social Security	Saad Qasem Saeed Ifrikhaar Abd al-Muneim Mahdi Nidhaal Rasheed	Director of Accounts Accountant Accountant	91,900,000	\$ 12,900	
3	Social Welfare	Ayida Muhammad Ali Suhaila Muhammad Ameen Ikhlaas Jasem Bihaar Majda Sufaih	Director of Accounts Accountant Assist. Accountant Assist. Accountant	247,938,000	\$ 478,300	
4	Adult Corrections	Anwar Kourkces Ahmad Husain Dhiyaab Wisaam Mahdi	Researcher Director	105,400,000	\$ 25,240	
5	Juvenile Corrections	Muneer Abd al-Lateef Shadha Ni'ma Dhubban Hamed	Director of Accounts Accountant Accountant	69,800,000	\$ 14,440	
6	Totals			538,038,000	\$ 104,070	

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

Coalition Provisional Authority

June 5, 2003

Iraq Baghdad Police Service Academy
Joint Operations Center

Please allow Raad Jamel Al-Rawi and his approved subcontractors, laborers, delivery personnel, and affiliated personnel passage onto the police academy grounds for the purpose of renovation of buildings for classroom use. [REDACTED] and [REDACTED] will be the point of contact for the Ministry of Interior during this construction.

The areas in question are the buildings and grounds surrounding the "U"-shaped building in the rear of the complex. Construction should begin on or about 7 June, 2003 and terminate after four weeks. I will have Mr. Al-Rawi coordinate with you on what additional information you may need for from him.

Questions concerning this matter may be directed to [REDACTED] Civil Development Advisor for the Ministry of Interior. Thank you for your assistance in this matter. We look forward to a productive relationship during this important work for the citizens of Baghdad and Iraq.

Regards,

[REDACTED]

Senior Advisor
Ministry of Interior
Coalition Provisional Authority

Ministry of Interior
Baghdad, Iraq
Senior Advisor
Coalition Provisional Authority


June 5, 2003

Account Manager
Al Rafadall Bank Headquarters and Mansur Branch
Baghdad, Iraq

Dear Sir:

Please open a joint account for the Ministry of Interior and the Baghdad Police Department for the purposes of managing the funds that will be used for repair, renovation, and construction of various police facilities in Baghdad. Those individuals who are approved for disbursement of funds are listed below. Any drafts on this account must have the signature of all the individuals listed below before disbursement can be made.

Thank you for your assistance in this matter. We look forward to a productive business relationship with your bank.

Respectfully,


Senior Advisor
Ministry of Interior
Coalition Provisional Authority

Attachments:
List of Approved Signature Authorities
List of Separate Accounts to be established

U
[Redacted]
[Redacted]
[Redacted]
Coalition Provisional Authority

June 5, 2003

Brigadier Hassan Ali Muhammad
Ministry of Interior
Baghdad, Iraq

Dear Brigadier Hassan:

You are hereby appointed as the Iraqi representative contracting agent for Ministry of Interior police facility projects. Your scope of authority is limited to those contracting activities associated with projects related to the repair, renovation, and construction of various police facilities identified by the Coalition Provisional Authority through my staff in the Ministry of Interior.

On Saturday, 7 June 2003 you will need to accompany [Redacted] and [Redacted] to the Al Rafidail Bank-Marisur Branch to open the accounts attached below. Those are the individuals who are approved for disbursement of funds for police facilities. Any drafts on the account for police facilities must have the signature of all the approved signature authority individuals listed below before disbursement can be made.

Questions concerning this matter may be directed to [Redacted] Civil Development Advisor in the Ministry of Interior. Thank you for your assistance in this matter. We look forward to a productive relationship during this important work for the citizens of Baghdad and Iraq.

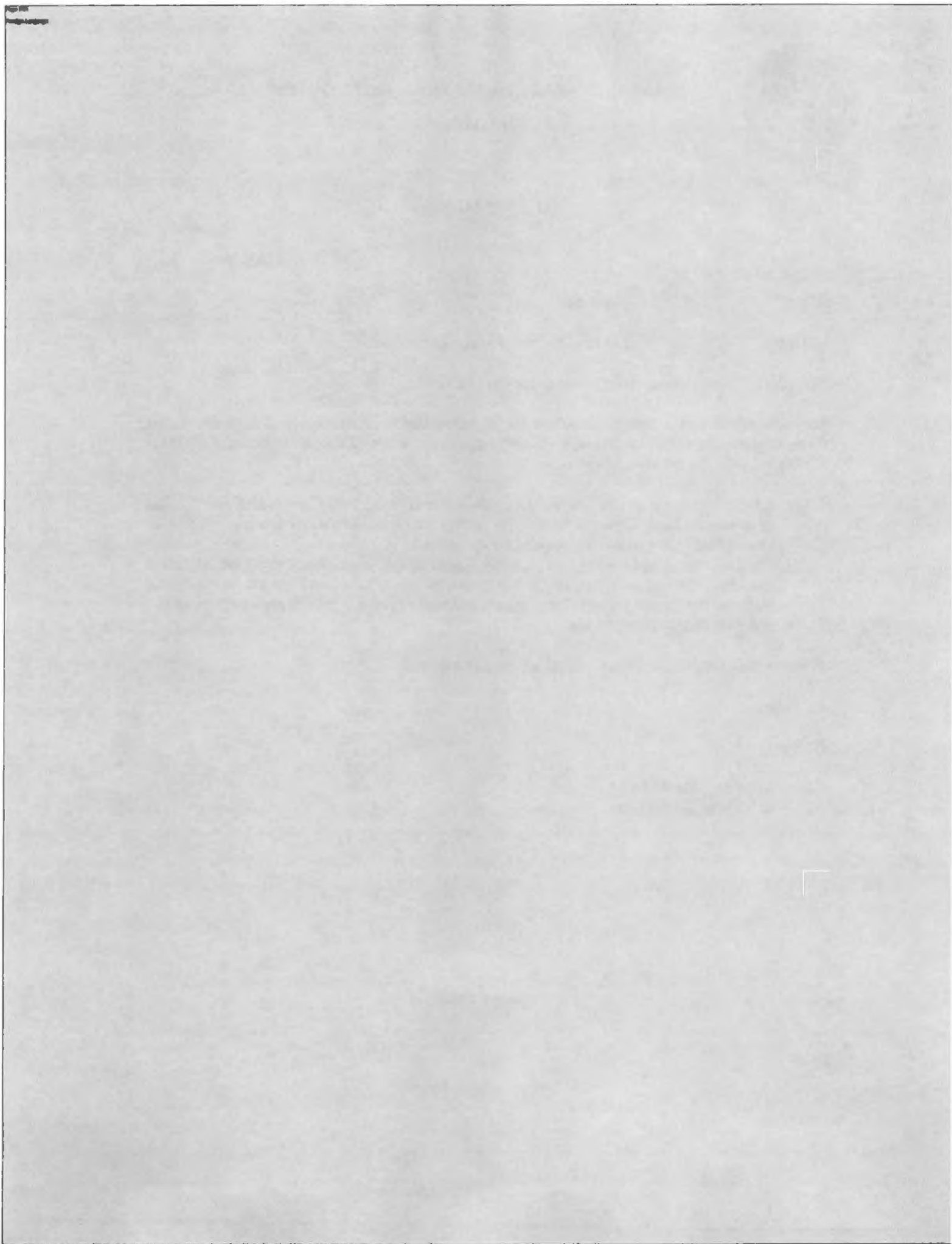
Regards,

[Redacted Signature]

Senior Advisor
Ministry of Interior
Coalition Provisional Authority

Attachments:

List of Approved Signature Authorities
List of Separate Accounts to be established





COALITION PROVISIONAL AUTHORITY
BAGHDAD

ACTION MEMO

DATE 15 MAR 2004

FOR: [REDACTED] Director

FROM: [REDACTED] Deputy Director, Prison Operations

SUBJECT: Newspaper Article - Allegations - Sarkies'

Enclosed please find a newspaper article which infers that the Sarkies' are corrupt and doing things inappropriately within the ICS. I briefly discussed this with Director General Ra'ad and recommend that the following steps occur:

1. Advise the newspaper to discontinue its defamation of the Iraqi Correctional Service and to present its facts. Director General Ra'ad will attempt to confirm if this is an employee. The Sarkies' believe that he is connected to juvenile.
2. Conduct the administrative query of the Al Karkh Facility to ascertain if the payroll is erroneous and the positions are/are not overclassified. This query should be conducted by Director General Ra'ad. Countless numbers of employees have complained about this and it warrants further review.

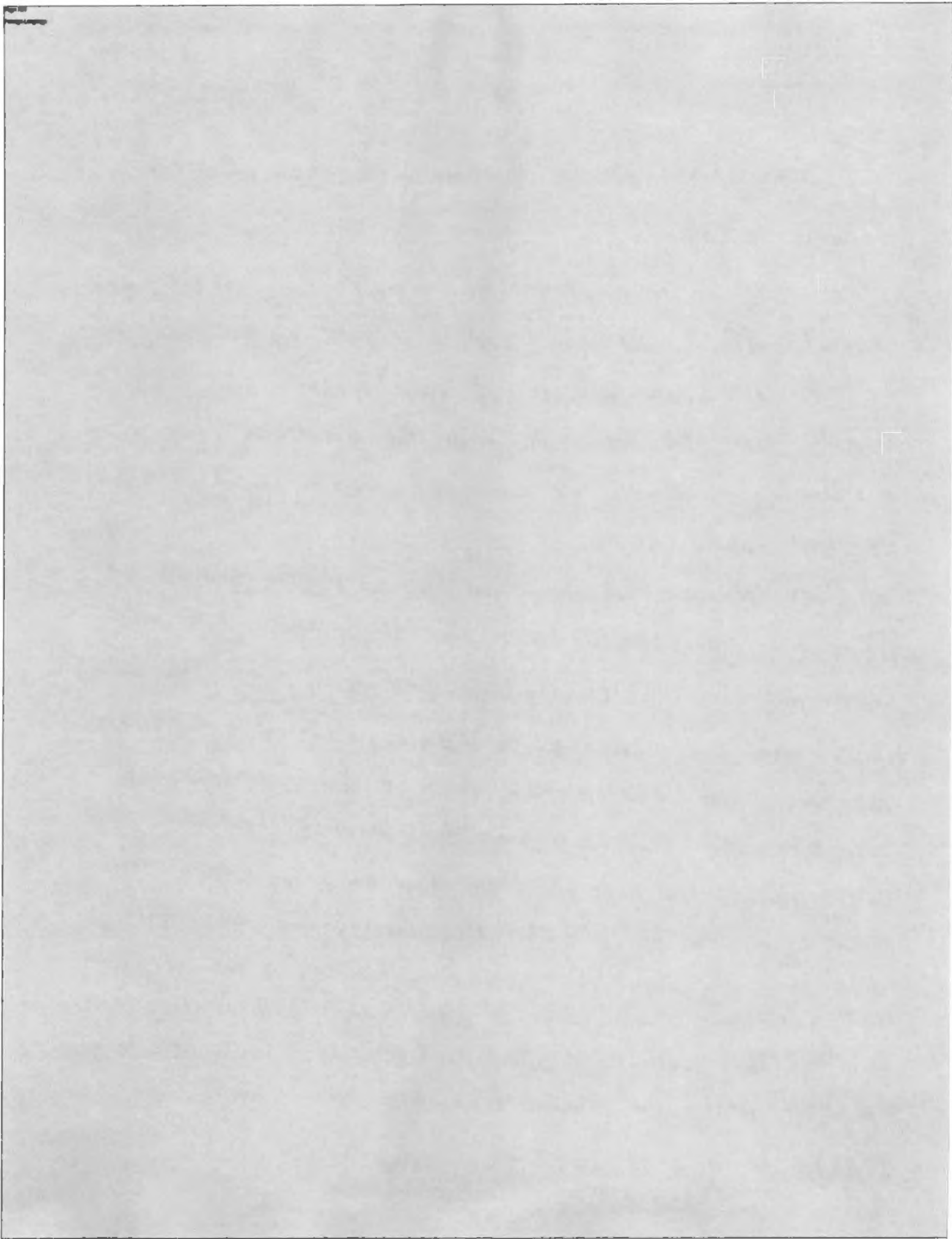
If further discussion is necessary, please advise. Thank you.

Enclosures

CLR/s

Cc: Director General Ra'ad
ICS Investigation File

UNCLASSIFIED



To: Ex. store Keeper, Account Manager (Current)

Think again - - - -

You were an exemployee in ministry of Labour and social affairs and your job is a store Keeper and were a thief and now because of your Palter and your double stondered behavior with the americans you became a counting manager we are not charging you in theft the last and current.

We just remind you that you have a black history at sight and you should leave the ICOS and IPS who work in your facility alone and in a peace. The salary raises they got came by a decision adopted by officers not from your own pocket. which is from governmental property and stop your objections against those poor people salary raises. The next time we need to know a good news about you and don't bother us otherwise we will publish your name and the paper. In addition to your name we will publish your wife name who plays in same active roll at the same facility. The journalism today is free and it will detect you and your peers, and always remember this advise.

((Not all your dreams come true))

COALITION PROVISIONAL AUTHORITY ORDER NUMBER 40

BANK LAW

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),

Having worked closely with the Governing Council to ensure that economic change occurs in a manner acceptable to the people of Iraq,

Acknowledging the Governing Council's desire to bring about significant change to the Iraqi economic system,

Determined to improve the conditions of life, and opportunities for all Iraqis and to fight unemployment with its associated deleterious effect on public security through stable financial markets,

Recognizing the problems arising from Iraq's legal framework regulating banking activities and the way in which it was implemented by the former regime,

Further recognizing the CPA's obligation to provide for the effective administration of Iraq, to ensure the well being of the Iraqi people and to enable the social functions and normal transactions of every day life,

Recalling that U.N. Security Council Resolution 1483 (2003) called upon the CPA to promote economic reconstruction and the conditions for sustainable development,

Acting in a manner consistent with the Report of the Secretary General to the Security Council of July 17, 2003, concerning the need for the development of Iraq and its transition from a non-transparent centrally planned economy to a market economy characterized by sustainable economic growth through the establishment of a dynamic private sector, and the need to enact institutional and legal reforms to give it effect,

Having coordinated with the international financial institutions, as referenced in paragraph 8(e) of the U.N. Security Council Resolution 1483,

I hereby promulgate the following:

**Section 1
Purpose**

This Order establishes a safe, sound, competitive and accessible banking system for the purposes of providing a foundation for economic growth and the development of a stable Iraqi economy.

**Section 2
Banking Law**

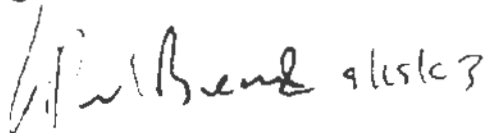
The banking law attached to this Order in Annex A shall have the full force and effect of law.

**Section 3
Inconsistent Legislation**

Any provision of Iraqi law that is inconsistent with this Order or Annex A is hereby suspended to the extent of such inconsistency.

**Section 4
Entry into Force**

This Order shall enter into force on the day immediately following the date of signature.

A handwritten signature in dark ink, appearing to read "L. Paul Bremer", followed by the date "9/15/03".

L. Paul Bremer, Administrator
Coalition Provisional Authority

IRAQ

BANKING LAW

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Section 1 – General Provisions

Article 1 Definitions

For the purposes of this Law, the following terms shall have the meanings indicated below:

“administrator” means any person who is a member of the board of directors, authorized manager or member of the audit committee of a bank, including in the case of a foreign bank, a designated branch manager;

“affiliate” means a company that controls a bank, any other company that is controlled by the company that controls the bank, and any other company as determined pursuant to criteria specified in regulation by the CBI;

“authorized manager” means a person responsible for the management of the day-to-day operations of the bank;

“bank” means a person holding a license or permit under this Law to engage in banking business and other banking activities;

“bank holding company” means a company that owns or controls a bank;

“banking activities” means the activities that are listed in Article 27;

“banking business” means the business of receiving deposits of money or other repayable funds from the public for the purpose of making credits or investments for its own account;

“branch” means a place of business forming a legally dependent part of a bank where all or some banking activities are conducted; for the purposes of this Law all domestic branch offices of a foreign bank shall be treated as a single branch office and all communications from the CBI to any such branch office may be validly made to the branch office designated by the foreign bank to the CBI for this purpose, or failing such notification, to a branch office selected by the CBI;

“bridge bank” means a bank organized under paragraph (6) of Article 61;

“CBP” means the Central Bank of Iraq;

“control” is deemed to exist over another company if a person:

- (i) directly or indirectly, or acting through one or more persons owns, controls or has the power to vote 25 percent or more of the voting shares of the company;
- (ii) has the power to elect a majority of the directors of the company; or

(iii) exercises a controlling influence as the CBI may determine.

"credif" means any disbursement or commitment to make a disbursement of a sum of money in exchange for the right to repayment of the amount disbursed and outstanding and to payment of interest or other charges on such amount, whether secured or unsecured, any extension of the due date of a debt, any guarantee issued, and any purchase of a debt security or other right to payment of a sum of money that may provide for the payment of interest either directly or by a discounted purchase price;

"debt security" means any negotiable instrument of indebtedness and any other instrument equivalent to such instrument of indebtedness, and any negotiable instrument giving the right to acquire another negotiable debt security by subscription or exchange; negotiable debt securities may be in certificated or in book-entry form;

"deposit" means a certain sum of money paid to a person, whether or not evidenced by any entry in a record of the person receiving the sum, on terms under which the deposit will be repaid or transferred to another account, with or without interest or a premium, either on demand or at a time or in circumstances agreed to by or on behalf of the depositor and that person;

"designated branch manager" means a person notified to the CBI pursuant to paragraph (1), sub-paragraph (d) of Article 6 as being responsible for the operations in Iraq of a foreign bank;

"dinar" means the Iraqi dinar;

"domestic", when applied to a juridical person, means a juridical person whose head office is located in Iraq, and when applied to an office, means an office located in Iraq;

"dormant account" has the meaning given in Article 37;

"fit and proper person" means a person who is regarded as honest and trustworthy and whose professional qualifications, background and experience, financial position, or business interests do not disqualify that person in the judgment of the CBI to be an owner, administrator or conservator of a bank, provided, however, that no person shall be regarded as a fit and proper person if the person:

(i) has been convicted by a criminal court of an offense for which the person was or could have been sentenced to imprisonment for a term of one year or more without the option of a fine unless such sentence was or would have been motivated by his or her religious or political views or activities;

(ii) has been declared bankrupt by a court of law within the past seven years;

(iii) has been disqualified or suspended by a competent authority from practicing a profession on grounds of personal misconduct unrelated to his or her religious or political views or activities; or

(iv) has been declared unfit to manage a company by a court of law or under an order issued by a competent agency;

"list" means the list of the names of banks in the register of banks published by the CBI;

"foreign", when applied to a juridical person or office, means a juridical person or office that is not a domestic juridical person or office;

"person" means a natural person or a juridical person, or both;

"qualifying holding" means a direct or indirect holding by a person acting alone or through or in concert with one or more other persons in an undertaking which represents ten percent or more of the capital or the voting rights or which makes it possible to exercise significant influence over the management of the undertaking in which the holding exists, as the CBI may determine;

"related person", in relation to a bank, means:

(i) any administrator of the bank;

(ii) any person who is related to an administrator by marriage, blood or kinship up to the second degree, including adopted children or foster children of the administrator, and any other person residing in the administrator's household;

(iii) any person who has a qualifying holding in the bank, and any undertaking in which any such person or any administrator of the bank has a qualifying holding, and any administrator of such person or undertaking; and

(iv) any undertaking, not subject to consolidation in the preparation of financial statements of the bank, in which the bank holds a qualifying holding, and any administrator of such undertaking;

"representative office" means a place of business forming a legally dependent part of a bank where activities are limited to the provision of information and liaison functions, and where no banking business is conducted and no deposits or other repayable funds may be received from the public;

"subsidiary" means any juridical person in which another person or group of persons acting in concert holds the equivalent of fifty percent or more of the voting shares of such juridical person; or a qualifying holding that permits such other person or group of persons to exercise effective control over the management or policies of the juridical person in which the holding exists;

"Tribunal" or "Financial Services Tribunal" means the Financial Services Tribunal established in the Central Bank of Iraq Law.

Article 2 Regulatory objectives

1. The primary regulatory objective of this Law is to maintain confidence in the banking system. Other regulatory objectives include those of promoting public understanding of the banking system by providing appropriate information, maintaining an appropriate degree of protection for depositors, and helping to reduce financial crime, including fraud, money-laundering and terrorist financing.

2. The CBI shall discharge its functions in a way which is compatible with the regulatory objectives and which the CBI considers most appropriate for the purpose of meeting those objectives.

Article 3 Prohibitions

1. No person in Iraq shall engage in banking business without a banking license or permit issued by the CBI, other than a person exempted by the CBI pursuant to paragraph (3) and paragraph (6)

2. The following persons do not fall under the scope of this Law:

a. persons who fund the credits they make exclusively from non-repayable capital subscriptions, proceeds of credits received from financial institutions or debt securities issued in the capital markets; or

b. persons who, in exchange for the issuance of corporate debentures or corporate bonds, receive repayable funds from the public and use such funds solely for the purpose of making investments for their own account.

3. Persons who, by virtue of the cooperative nature and size of their operations, do not carry on banking business on a scale which requires a commercially organized business undertaking may be exempted by the CBI from the requirements of this Law, provided that exemptions so granted by the CBI may be conditional or limited in time, or may be partial and list certain provisions of this Law that shall apply to such person.

4. No one shall use the word "bank" or derivatives of the word "bank" in any language in respect of a business, product, or service without a banking license or permit issued by the CBI, unless such usage is established or recognized by law or international agreement, or unless it shall be clear from the context in which the word "bank" is used that it does not concern banking activities. Representative offices shall not use the word "bank" in their name, except in cases where the word "bank" forms an integral part of the name of the foreign bank to which they belong, provided that, in such cases, the words "representative office" shall be added.

5. The CBI shall be empowered to enter the offices and to examine the accounts, books, documents and other records of any person if the CBI determines that there are reasonable grounds to suspect that such person engages in activities that are incompatible with the preceding provisions of this article; immediately upon the request of the CBI, law enforcement officials shall, if necessary by the use of force, assist the CBI to gain access to the premises of such person and to examine the accounts, books and other records of such person.

6. Activities performed pursuant to micro and small business credit access or similar grant programs by entities other than banks shall be permitted as authorized by entities exercising governmental authority. Such activities shall be exempt from the application of this law. Such entities exercising governmental authority shall provide notice and periodic reports to the CBI concerning their exempted credit access and grant programs.

Section 2 – Licensing

Article 4 Licenses and permits

1. Establishing a bank in Iraq, including as a majority or wholly-owned subsidiary of a foreign bank or bank holding company, shall require the prior issuance of a banking license by the CBI. Establishing a branch or representative office of a foreign bank in Iraq shall require the prior issuance of a permit by the CBI. The subsidiary of foreign owned banks shall be required to have 50 billion dinars of capital. There is no restriction on where that capital is invested.

2. A license or permit granted under this Law shall be granted in writing for an indefinite period of time and shall not be transferable. The license or permit, or its attachments, shall specify the terms and conditions under which it has been issued. Compliance with all conditions relating to the issuance of a license or permit shall be a continuing requirement applicable to all licenses or permit holders, unless later modified by the CBI.

3. Licenses, may be issued only to companies established in the form of juridical persons pursuant to the laws of Iraq and appropriately registered. Such companies may be wholly or majority-owned subsidiaries of a foreign bank or bank holding company. In the case of a subsidiary, a license may be issued only if the parent bank is subject to consolidated supervision by a supervising authority in the country in which the parent bank's head office is located.

4. Permits for branches may be issued only to foreign banks that are subject to comprehensive supervision or regulation on a consolidated basis by a supervisory authority in the country in which the foreign bank's head office is located.

5. Subsidiaries and branches of banks in part or totally owned by foreign persons are to be treated under the laws of Iraq in the same way as domestic banks.

6. The total number of licenses for banks controlled by foreign persons is limited to six banks through December 31, 2008. Thereafter there is no limit to the number.
7. A foreign person can own 50% or less in an existing or new domestic bank without that license counting toward the limitation of article 4.6.
8. Foreigners can own banks or stock of banks only if they are a bank subject to consolidated supervision by a supervisory authority in another country.

Article 5 License application

1. Licenses shall be applied for in writing to the CBI. Applications shall be in such form and detail, and shall be accompanied by such documents, as shall be prescribed by regulation of the CBI.
2. For a company established in the form of a juridical person pursuant to the laws of Iraq the application shall include the following documents and information:
 - a. an authenticated copy of the instrument under which the applicant is formed, together with the memorandum of association or bylaws, if any, and the address of its head office;
 - b. the amounts of the authorized and subscribed capital of the applicant, including the amounts that have been paid in;
 - c. the name, nationality, permanent place of residence, and business or profession of every administrator, together with a statement detailing the qualifications and professional experience and at least three references for each administrator;
 - d. the name, nationality, permanent place of residence, and business or profession of every owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, together with at least two references verifying good financial standing, and, in case the owner of a qualifying holding is a body corporate, copies of the latest three audited annual financial statements, including balance sheets and profit and loss accounts, if applicable;
 - e. a list of shareholders and ultimate beneficial owners of shares stating the name, address and respective shareholding, and, for registered shares, a copy of the shareholder register.
 - f. for each administrator and owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, an affidavit duly signed by the individual disclosing any convictions for offenses by a criminal court, personal bankruptcy filings, disqualifications from practicing a profession, or past or present involvement in a managerial function in a body corporate or other undertaking subject

to insolvency proceedings, if any (the standard text for such affidavit to be determined by the CBI);

g. copies of the latest three audited annual financial statements, including balance sheets and profit and loss accounts of the applicant, if applicable;

h. a business plan setting out the business objectives and types of activities envisaged for the proposed bank, including a description of its organizational structure and internal control systems (including adequate measures to counter money-laundering and terrorist financing) together with projected balance sheets, profit and loss accounts and cash flow statements for the next three full financial years;

i. a statement by an auditor indicating the auditor's undertaking to take on the external auditing function pursuant to Article 46;

j. for the applicant and for each owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, a list of undertakings in which participations exist, specifying the size of such participations and the registered addresses of those undertakings.

k. the location of the principal place of business and any other place in or outside Iraq where it proposes to conduct banking business;

l. proof of payment of the application fee;

m. such other information as the CBI may require for the purpose of the application; and

n. in any case where the applicant is a subsidiary of a foreign bank or bank holding company, a statement that the foreign supervisory authority responsible for the prudential supervision of the applicant in the country of formation of the foreign bank or bank holding company has no objection to the proposed establishment of operations in Iraq, and exercises global consolidated banking supervision over the applicant.

3. For companies that are not yet established pursuant to the laws of Iraq, the procedure for a banking license consists of two stages, namely, a first stage beginning with the submission of a preliminary application for a banking license by the founders of the company, and a second stage beginning with the submission of a final application for a banking license by the company after it has been established and appropriately registered in the commercial register. The preliminary application shall be accompanied by the supporting information and documents set out in paragraph (2), provided that, with the approval of the CBI, certain documents may be submitted in draft form. When, after having received a preliminary application for a banking license and having met with the founders and the proposed administrators of the bank, the CBI determines that the preliminary application and supporting documents are satisfactory, the CBI shall notify the applicants that their

preliminary application is complete and request that the second stage be initiated by the submission of a final application for a banking license.

Article 6 Permit application for a branch

1. The CBI may permit the opening in Iraq of a branch of a foreign bank authorized to conduct banking business in the country of its formation. Branches of foreign banks shall be permitted to engage in any of the activities that are authorized for domestic banks, subject to the terms and conditions of their banking permits. Permits shall be applied for in writing to the CBI. Applications shall be in such form and detail, and shall be accompanied by such documents, as shall be prescribed by regulation of the CBI, and shall include:

- a. the information and documents as set out in Article 5, paragraph (2), sub-paragraphs (a) through (g), (j) and (l), for the foreign bank as applicant, except that paragraph (2), sub-paragraphs (c) and (f) shall only apply to the senior administrator of the head office of the foreign bank;
- b. the information and documents as set out in paragraph (2), sub-paragraphs (h), (i) and (k) of Article 5 concerning the proposed branch operation;
- c. a certificate of designation specifying the name, nationality, permanent place of residence and business or profession of its designated branch manager, being the senior bank officer in Iraq responsible for carrying out the functions of the bank, together with a statement detailing such person's qualifications and professional experience and including at least three references.
- d. for each administrator of the branch, an affidavit pursuant to paragraph (2), sub-paragraph (f) of Article 5;
- e. a statement that the foreign supervisory authority responsible for the prudential supervision of the foreign bank in the country of its formation has no objection to the proposed establishment of a branch in Iraq, and exercises global consolidated banking supervision over the applicant; and
- f. such other information as the CBI may require for the purpose of the application, including an undertaking by the applicant issued by the head office through its principal officer, supported by an appropriate resolution of its board of directors, that it will, on demand of the CBI, make available, in the currency and at such place as may be specified by the CBI, funds necessary to cover all obligations and liabilities incurred in the conduct of banking business authorized under the permit.

2. Following prior notification to and approval by the CBI, the main branch may open additional branch offices in Iraq, provided that one branch is designated a main branch of the foreign bank in Iraq where any process may be served.

Article 7 Permit application for a representative office

1. The CBI may permit the opening in Iraq of one or more representative offices of a foreign bank, provided such foreign bank is authorized to conduct banking business in the country of its formation. Representative offices shall limit their activities to the provision of information and liaison functions, and shall not engage in banking business or other similar activities or receive deposits or other repayable funds from the public in Iraq.
2. Permits for representative offices shall be applied for in writing to the CBI. Applications shall be in such form and detail, and shall be accompanied by such documents necessary for purposes of the permit application, as shall be prescribed by regulation of the CBI.

Article 8 Granting of license or permit

1. Within two months from the date of the submission of an application or preliminary application for a banking license or permit, the CBI shall notify the applicant whether the application is deemed complete. Within six months from the date of a notification by the CBI that the application is deemed complete, the CBI shall approve or reject the application and shall send the applicant a copy of its decision.
2. For final applications submitted pursuant to paragraph (3) of Article 5 the CBI shall render its decision within two months after the submission of such final application.
3. In exceptional circumstances, the CBI may extend the deadlines set out in paragraphs (1) and (2), provided it notifies the applicant of the reasons for the delay prior to reaching the deadline.
4. Before it approves an application for a banking license or permit, the CBI shall carry out financial, criminal, personal and professional background checks of owners of qualifying holdings in the proposed bank and administrators of the proposed bank for which the application is pending. To that end, banks and other financial institutions subject to the CBI's oversight and the national and local tax collection and law enforcement authorities shall provide such information to the CBI as the CBI shall request. The CBI shall establish direct contact with the relevant foreign supervisory authority in order to verify statements provided pursuant to paragraph (2), sub-paragraph (n) of Article 5 or paragraph (1), sub-paragraph (e) of Article 6.
5. Applications for a banking license or permit shall be rejected if the CBI is not satisfied that the conditions specified by or pursuant to this Law for issuing such license or permit are fulfilled. The CBI shall publish by regulation standards that it will apply in evaluating applications for a banking license or permit.
6. The CBI shall grant a license or permit on being satisfied regarding:
 - a. the validity of the documents submitted pursuant to Article 5 or Article 6, as applicable;

- b. the financial status and history of the applicant;
- c. the character and professional experience of the administrators as fit and proper persons;
- d. the identity and character of the owners as fit and proper persons, in particular persons with qualifying holdings;
- e. the adequacy of the staffing, operational and financial resources and capital structure of the proposed bank to cover all obligations and liabilities incurred in the conduct of the proposed banking activities to be authorized under the license or permit;
- f. the soundness of the proposed operations;
- g. the viability of the business plan;
- h. the applicant's intention to maintain a physical presence at a fixed address in Iraq; and
- i. in any case where the applicant is a subsidiary of a foreign bank or bank holding company or concerning the permit for a branch of a foreign bank, that an adequate level of prudential supervision is exercised on a consolidated basis by the relevant foreign supervisory authority.

7. A decision by the CBI to grant a license or permit shall be notified to the applicant and published in the *Official Gazette* or if the *Official Gazette* is not available for such use on a frequent basis, then published in a widely circulated general publication(s) (here after the "Official Publication.") Upon issuance of the license or permit, the bank shall be added to the list in the register of banks.

8. If a license or permit is denied, the CBI shall serve notice of the denial decision accompanied by a description of the reasons for the denial. If an application remains incomplete or fails to meet the requirements within three months following receipt of a notification by the CBI pursuant to paragraph (1) above, the applicant shall be regarded as having abandoned the application. In all cases, the applicant shall not be entitled to a refund of the application fees paid.

9. Banks must notify the CBI of any changes in circumstances that affect the statements they made in the license or permit application. A domestic bank shall obtain the CBI's prior approval for any proposed amendment to its instrument of formation or bylaws. Such amendment or change shall not enter into force until after the CBI has granted approval and such amendment or change has been recorded in the register of banks. Banks holding a permit shall notify the CBI of any changes to the bank's instrument of formation or bylaws without undue delay.

Article 9 Additional offices

No bank shall open a branch or representative office or establish a subsidiary in Iraq without first notifying and obtaining the prior approval of the CBI. No domestic bank shall open a branch or representative office or establish a subsidiary outside Iraq without first obtaining the CBI's prior approval. Banks shall notify the CBI of any change in location or closure of any branch, representative office or subsidiary.

Article 10 Register of banks

1. The CBI shall prepare and maintain a central register of banks for inspection by the public. The register shall record for each licensed bank and for each branch and representative office of a foreign bank holding a permit: the name, address and registration number, the date on which the license or permit was issued or revoked by the CBI, the instrument of formation and other statutory documents of the bank concerned, information concerning the administrators of the bank, including the scope of their authority to commit the bank, and the addresses of any domestic branch or representative offices and offices abroad, if any. Additionally, for branch offices and representative offices of foreign banks, the name and address of the head office of the foreign bank to which they belong shall be recorded. The entire list of license and permit holders, showing only the names, head office addresses, and type of license or permit held, shall be published by the CBI in the Official Publication during the month of January of each year. Any changes to the list that occur during the course of the year shall also be published in the Official Publication at regular intervals.

2. Banks must indicate their assigned registration number and include the head office address on all documents, authorizations, and papers used in their transactions.

Article 11 Fees

1. In order to cover part of its expenses associated with bank licensing and supervision, the CBI shall charge and collect an application fee on account of each application for a banking license or permit as well as a maintenance fee for each year that a banking license or permit is in effect.

2. The fee structure shall be specified by the CBI in regulation and shall reflect the size, volume and nature of business accounted for by banks. The CBI may take into account special supervision costs, if any, attributable to particular banking activities.

Article 12 Voluntary termination of operations

1. No bank may terminate its operations without first obtaining the CBI's prior approval to do so. A bank may be liquidated at the decision of its owners after the voluntary termination of its operations has been approved by the CBI and a written request for the revocation of the license or permit has been submitted to the CBI.

2. The revocation shall not be granted unless the CBI determines that the bank has fulfilled, or settled in a manner acceptable to the CBI, all of the bank's obligations to its depositors and other creditors, customers, and employees.

3. Upon determination by the CBI that the bank has met the requirements under paragraph (2), the CBI shall revoke the license or permit.

Article 13 Revocation of banking license or permit

1. A license or permit may be revoked only by decision of the CBI on one or more of the following grounds:

- a. the license or permit has been obtained on the ground of fraudulent statements or other material irregularities that occurred in connection with the application;
- b. the bank has not made use of the license or permit within twelve months after the date of its effectiveness, or the bank has ceased for more than six months to engage in the business of receiving money deposits or other repayable funds from the public or making credits or investments for its own account;
- c. the bank conducts its administration or operations in an unsafe or unsound manner;
- d. the bank violates an order of the CBI;
- e. the bank, in a manner which materially affects the financial soundness of the bank, violates a law, a regulation of the CBI, or any condition or restriction attached to a license or permit issued by the CBI;
- f. the bank, or the foreign bank or bank holding company of which the bank is a subsidiary, or a subsidiary of the bank, has engaged in criminal activities constituting fraud, money-laundering or terrorist financing;
- g. the foreign bank or bank holding company of which the bank is a subsidiary has lost its operating license;
- h. the CBI is hindered in supervising the bank because the bank has moved all or part of its administration, operations, books or records outside Iraq without the prior written approval of the CBI;
- i. the CBI is hindered in supervising the bank because the bank is a member of a group of companies, or because the bank is a subsidiary of a foreign bank or a bank holding company that is not adequately supervised; or
- j. the foreign supervisory authority responsible for the supervision of the bank or the foreign bank or bank holding company of which the bank is a subsidiary has

appointed a conservator or receiver for the bank, foreign bank or bank holding company.

2. The CBI shall revoke a license or permit:

a. at the time that bankruptcy proceedings are opened against the bank by decision of the Financial Services Tribunal pursuant to Article 78; or

b. pursuant to paragraph (3) of Article 12.

3. Decisions to revoke a license or permit pursuant to this article shall be in writing and include the grounds on which they are taken. Each such decision shall be promptly served on the bank concerned, registered in the register of banks and published in the Official Publication by the CBI. A decision taken pursuant to this article shall take effect at the time that it is served on the bank concerned, unless the decision specifies another date for its entry into force not later than 30 days after the decision is served. The requirement of service of such decision on a foreign bank may be met by serving the decision on its designated branch office or representative office addressed by the decision.

4. Decisions by the CBI to revoke a license or permit pursuant to paragraph (1) shall include the appointment of a conservator in accordance with Article 69 to liquidate the bank.

Section 3 – Capital

Article 14 Minimum capital of domestic banks

1. The capital of a domestic bank shall be specified in *dinars*. A bank shall at all times maintain minimum paid-up capital that is not less than 10 billion *dinars* or such higher amount as may be established by the CBI. Existing banks must reach this capital within 18 months of the effective date of this order.

2. No bank may declare, record in an account or pay to shareholders any portion of profits, or make any transfer of profits, if such transfer or payment results in a reduction of its capital or reserves below the minimum levels required under this Law or as required by regulation or order of the CBI.

3. No bank may distribute profits to shareholders before extinguishing all expenses related to the establishment and initial organization of the bank.

4. There is no limit to the amount of capital that can be placed in the bank in any given calendar period.

Article 15 Net domestic assets required for branches of foreign banks

Each branch of a foreign bank, if so directed by the CBI, shall maintain in Iraq an excess of assets over its liabilities to residents of Iraq in such amount, if any, as the CBI may stipulate.

Article 16 Other capital requirements

1. Each bank shall at all times maintain capital, including its unimpaired capital and reserves, in Iraq of not less than the equivalent of 12 percent of the total value of its assets determined on a risk-adjusted basis, or such higher percentage as specified by regulation of the CBI, whereby not less than one-half of such capital shall consist of core capital. For the purposes of the application of this provision, the CBI shall define the meaning of capital, core capital, reserves and categories of risk assets in regulations, and the definition and determination of capital, core capital, reserves and assets shall be consistent with international standards.

2. The amount of any holding of capital in another bank or financial institution shall be deducted from the bank's capital for purposes of calculating the ratio pursuant to paragraph (1).

3. The CBI shall specify by regulation principles for establishing and holding a bank's paid-up minimum capital.

Section 4 – Management of a Bank

Article 17 Board of directors

1. The board of directors of a bank shall be responsible for conducting the business and establishing the policies of the bank. In particular, the board of directors shall establish the risk-management standards, investment policies, minimum prudential ratios, accounting standards and internal control systems of the bank.

2. The board of directors shall have not less than five members. The members of the board of directors shall be appointed at the general meeting of shareholders for a period of not more than four years; they may be reappointed for subsequent periods of equal length. At the general meeting of shareholders, the bank's shareholders may establish the remuneration for members of the board of directors. The board of directors shall select a chairman from among its members

3. The chairman and all members of the board of directors must:

- a. possess legal capacity and be fit and proper persons; and
- b. be at least 30 years old.

4. The majority of the members of the board of directors must have significant banking experience and shall not work full time for the bank.

5. A member of the board of directors may not be:

a. an administrator or employee of another bank, unless the bank is a subsidiary of such other bank or both banks are under common control, provided that, in that case, such members may not constitute a majority of the members of the bank's board of directors; or

b. a government official who heads a ministry or holds a cabinet position.

6. The members of the board of directors shall act honestly and in good faith with a view to the best interests of the bank. In carrying out their functions, they shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

7. The decisions of the board of directors shall be adopted by majority vote of the members present. If the vote is evenly divided, the chairman's vote shall be the deciding vote.

Article 18 Management

1. Subject to the provisions of paragraph (4) of this article, the board of directors shall appoint one of its members as the authorized manager of the bank. The authorized manager is responsible for the implementation of the decisions of the board of directors and for the management of the day-to-day operations of the bank.

2. The board of directors shall appoint a chief internal auditor who shall be a qualified member of a recognized professional association with extensive professional experience in the field of accounting or audit.

3. The board of directors shall designate the compliance officer of the bank.

4. A person to be appointed to serve as authorized manager of a bank, designated branch manager, or other senior bank official as specified by the CBI, must:

a. possess legal capacity and be a fit and proper person;

b. possess the banking competence and expertise required for the conduct of banking operations;

c. not be an administrator or employee of another bank; and

d. reside in Iraq and engage full time in the management of the bank's operations.

5. The CBI may specify other senior bank positions, including chief internal auditor and compliance officer, to which the provisions of paragraph (4) above are applicable.

Article 19 Changes of administrators

1. Banks shall obtain the prior written approval of the CBI, subject to a determination by the CBI of the person's professional experience and qualifications as a fit and proper person pursuant to Article 17, paragraphs (3) through (5) or Article 18, paragraph (4), as applicable, before appointing or electing an administrator.
2. An administrator of a bank shall cease the administrator's functions at the bank if the board of directors finds that the individual no longer meets one or more of the legal requirements for the position as specified in Article 17, paragraphs (3) through (5) or Article 18, paragraph (4), as applicable. The board of directors shall inform the shareholders of the bank of such finding.
3. Banks shall notify the CBI of the dismissal or the acceptance of the resignation of an administrator, as well as the reasons for said dismissal or resignation, within a period of three days of such event.

Article 20 Removal of administrators

1. An administrator who is removed by the CBI from office pursuant to paragraph (2), subparagraphs (h) through (j) of Article 56 may not be a member of the board of directors, the authorized manager or designated branch manager, or work in a senior bank position in any other bank.
2. A person who has been an administrator of a bank whose license has been revoked or whose involuntary liquidation has been decided during the administrator's term of office may not be an administrator or work in a senior bank position in another bank.
3. In exceptional circumstances, having been satisfied as to the qualifications, professional experience and conduct of a person, the CBI may exempt an administrator from the provisions of paragraph (2) after the expiration of an appropriate period following the relevant event, and from the provisions of paragraph (1) after the expiration of ten years following the relevant event.

Article 21 Disclosure of personal interest

1. Each administrator shall disclose in full to the board of directors any significant personal financial interests, directly or indirectly, that the administrator or other individuals in the administrator's household have. Subject to paragraph (2) of this article, such written disclosures shall be made by the administrator upon appointment or election, and annually thereafter, in accordance with guidelines adopted by the bank and pursuant to any regulations issued by the CBI.
2. Whenever any matter related to such significant personal financial interest comes up for discussion by the board of directors or in any other committee or working group of the bank with decision-making authority, the administrator concerned shall disclose the interest at the beginning of the discussion and shall not thereafter participate in the discussion, shall withdraw himself from the meeting while discussions on the matter are ongoing, and shall

take no part in the decision on such matter; and the administrator's presence shall not be counted for the purpose of constituting a quorum.

Article 22 Changes in ownership and acquisition of qualifying holding

1. Any person, acting directly or indirectly or through or in concert with other persons, who proposes to acquire a qualifying holding in a bank, shall obtain prior approval of the CBI and shall give at least 90 days prior notice to the CBI.

2. The notice of proposed acquisition of a qualifying holding shall include:

- a. the name, nationality, permanent place of residence, and business or profession of every proposed owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, together with at least two references verifying good financial standing;
- b. for each proposed owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, an affidavit pursuant to paragraph (2), sub-paragraph (f) of Article 5;
- c. in case a proposed owner of a qualifying holding or its ultimate beneficial owner is a body corporate, copies of the latest three audited annual balance sheets and profit and loss accounts, if applicable;
- d. a list of undertakings in which the proposed owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, holds participations, specifying the size of such participations and the registered addresses of those undertakings;
- e. the terms and conditions of the proposed acquisition and the manner in which the acquisition is to be made;
- f. the identity, source and amount of the funds to be used in making the acquisition;
- g. any plans or proposals regarding a major change in the bank's business, corporate structure or management; and
- h. such other information as the CBI may require.

3. The CBI shall assess the expected effects on the financial soundness of the bank and satisfy itself as to the identity and character of the proposed owners, in particular owners of a qualifying holding. The CBI shall not approve a proposed acquisition referred to in paragraph (1) if it would substantially lessen competition, jeopardize the financial soundness of the bank or endanger the interests of the bank's depositors.

4. Any person, acting directly or indirectly or through or in concert with other persons, who proposes to increase an existing qualifying holding in a bank in a manner that would reach or exceed a threshold of 20 percent, 33 percent or 50 percent of the bank's capital or the voting rights, respectively, shall give at least 30 days prior notice to the CBI.

5. Any bank becoming aware of a proposed acquisition of a qualifying holding in the bank or of a proposed increase in an existing qualifying holding in the bank pursuant to paragraph (4) shall give at least 30 days prior notice to the CBI, or once it becomes aware of such proposal, whichever is earlier.

6. Any bank becoming aware of circumstances that indicate that any of its owners and, in particular, owners of a qualifying holding, are no longer fit and proper persons, shall notify the CBI.

Article 23 Merger

1. No bank shall merge or consolidate with any other bank or acquire, either directly or indirectly, substantially all of the assets of, or assume liability to pay any deposits made in, any other bank except with the prior approval of the CBI.

2. Any bank which intends to engage in any merger, consolidation, acquisition or assumption of liability under paragraph (1) shall give at least 90 days prior notice to the CBI, and provide the CBI with such information as the CBI may require.

3. The CBI shall assess the financial and managerial resources and future prospects of the existing and proposed bank, and shall not approve the proposal unless the bank to result from the transaction would satisfy all criteria were it seeking to be licensed as a new bank. The CBI shall not approve a proposed transaction referred to in paragraph (2) which would substantially lessen competition unless any anti-competitive effects are clearly outweighed by the transactions' expected positive effects.

Article 24 Audit Committee

1. Each bank shall establish an audit committee. The audit committee shall be a committee of the board of directors and shall have the following duties and powers:

- a. to review and recommend the approval of the accounting procedures, annual audit plan and accounting and risk management controls for the bank;
- b. to recommend and approve an auditor for appointment pursuant to Article 46 as the bank's external auditor;
- c. to review the external auditor's report on the bank's financial statements and to report any findings to the board of directors before the approval of the financial statements by the board of directors;

- d. to request reports from the bank's chief internal auditor;
- e. to monitor compliance with the laws and regulations applicable to the bank and report to the board of directors thereon;
- f. to review reports to be submitted by the bank to the CBI;
- g. to report on any matters submitted to it by the board of directors;
- h. to review operations and transactions of the bank on the basis of plans adopted by the audit committee, at the request of the board of directors, at the request of shareholders together holding more than 10 percent of total voting rights, or as specified by the instrument of formation of the bank; and
- i. to report at least annually to the bank's shareholders at the general meeting of shareholders on its activities.

2. The audit committee shall have not less than three members. The members are appointed by the shareholders at the general meeting of shareholders of the bank from among the members of the board of directors for periods of not more than four years; they may be reappointed for subsequent terms of equal length. The chairman of the board of directors and the authorized manager of a bank shall not be members of the audit committee. The majority of the members of the audit committee shall not work full time for the bank. The shareholders at the general meeting of shareholders shall designate a member of the audit committee, who is not an employee of the bank, to be chairman of the audit committee. For a branch of a foreign bank, the members of the audit committee shall be appointed by the head office, provided that the designated branch manager shall not be a member of the audit committee.

3. The decisions of the audit committee shall be adopted by majority vote of the members present. If the vote is evenly divided, the chairman's vote shall be the deciding vote.

Article 25 Application of certain provisions

1. In the absence of specific provisions to the contrary set out in this Law, the provisions of the Private Companies Law shall be observed regarding matters pertaining to the board of directors, authorized manager and general meeting of shareholders of a bank.

2. For banks that are solely owned by the State, the Minister of Finance shall, on behalf of the State, exercise any powers granted to shareholders at the general meeting of shareholders under this Law. In the absence of specific provisions to the contrary set out in this Law, for banks that are solely owned by the State the provisions of the Public Companies shall be observed regarding matters pertaining to the internal organization and management of a bank.

Section 5 – Rules for the Conduct of Banking Activity

Article 26 General banking principles

1. Banks shall conduct their administration and operations in a sound and prudent manner and in accordance with the requirements of the law, any conditions and restrictions attached to their banking licenses or permits issued by the CBI, and the regulations, guidelines and orders issued by the CBI.
2. Banks shall: maintain adequate capital and liquidity, make adequate provision for depreciation of assets, for discharge of liabilities, and for losses; maintain adequate accounting and other records of business; observe sufficient and effective risk controls; and ensure that their assets are diversified as to risk of loss.
3. The CBI shall, by regulation, prescribe detailed standards of conduct for banks which the CBI shall apply in its prudential supervision in accordance with international standards and best practices.
4. The CBI shall issue regulations specifying how the operational requirements specified for banks by the provisions of this section, and in regulations issued by the CBI thereunder, apply to banks and their subsidiaries on a worldwide consolidated basis.
5. Banks shall not establish group structures that hinder the exercise of effective supervision. The CBI may issue regulations specifying rules regarding affiliates of a bank, in particular, concerning the requirements for transactions between banks and any affiliates that are not subject to consolidation in the preparation of financial statements.
6. The CBI shall issue regulations specifying how the operational requirements specified for banks by the provisions of this section, and in regulations issued by the CBI thereunder, shall apply to domestic branch offices of foreign banks.
7. Whenever an administrator of a bank discovers that the capital of the bank is less than the capital required by law or by regulation of the CBI, the administrator must promptly notify the CBI thereof.
8. The CBI may provide guidance, including by means of establishing rules for good business conduct, or specify by regulation rules to ensure the banks' good relations with their depositors and customers.

Article 27 Banking activities

1. A bank may engage in the following activities subject to the terms and conditions of its banking license or permit:
 - a. receiving money deposits (in the form of demand deposits, time deposits or other types of deposit) or other repayable funds, bearing interest or not;

- b. extending credits (whether secured or not by collateral or liens), including without limitation: consumer and mortgage credit; factoring, with or without recourse; financing of commercial transactions, including forfaiting (purchasing negotiable instruments at discount without recourse); and financial leasing services;
- c. buying and selling for its own account or for the account of customers (including underwriting and brokerage services) of any of the following: money market instruments (including checks, bills of exchange, promissory notes and certificates of deposit); foreign currencies and precious metals; exchange and interest rate instruments; stocks and other transferable securities; and forward contracts, swap agreements, futures, options, and other derivatives relating to currencies, stocks, bonds, precious metals or interest rates;
- d. entering into contingent commitments, including guarantees and letters of credit, for its own account and for the account of customers;
- e. providing clearing, settlement and transfer services for money, securities, payment orders and payment instruments (including checks, credit, debit and other payment cards, travelers' checks; and bank drafts, wire transfers, and pre-authorized debits and credits);
- f. money brokering;
- g. safekeeping and administration of valuables, including securities;
- h. providing trust services;
- i. providing services as portfolio manager of securities or as financial adviser, agent or consultant;
- j. providing financial information and credit reference services; and
- k. anything that shall be incidental to the foregoing and such other activities, not prohibited by Article 28, as the CBI may by regulation authorize as banking activities.

2. The CBI may, in its discretion, and subject to such conditions as it may stipulate, require banks to conduct certain banking activities through separately capitalized subsidiaries that are wholly or majority-owned by the relevant bank.

Article 28 Prohibited activities

No bank shall engage in or participate as an agent, partner or co-owner in wholesale or retail trade, manufacturing, transportation, agriculture or fisheries, mining, building, re-insurance, insurance underwriting or other business activities except for activities that are authorized by

Article 27. Notwithstanding the foregoing, and with the prior written approval of the CBI, a bank may temporarily carry on or participate in the carrying on of such activities to the extent necessary to obtain satisfaction of claims, provided that the CBI may require the bank to cease such activities by a date specified in the license or permit.

Article 29 Prudential requirements

1. Each bank shall develop and maintain internal policies in the form of maximum and minimum ratios, exposure limits, risk-management standards, investment policies and other prudential ratios to be maintained by the bank concerning its assets, off-balance sheet items and various categories of capital and reserves. Such internal policies shall be consistent with regulations on prudential requirements issued by the CBI pursuant to paragraph (3) of this article.

2. In particular, banks shall establish and apply internal policies on prudential ratios governing:

- a. their liquid resources in relation to the value or change in value of their assets (including guarantees and collateral received), or in relation to their liabilities, provided that banks shall be permitted to meet the requirements concerning liquid resources by maintaining with the CBI money deposits of an equivalent value;
- b. the maximum aggregate amount of all or certain categories of their credits and investments;
- c. the classification and evaluation of assets, and provisions to be made on the basis of such classification and evaluation, and the time when earnings on non-performing loans may no longer be accounted for as income except as received in cash; and
- d. prohibitions, restrictions or conditions concerning: (i) the types or forms of credits and investments made, and liabilities assumed (contingent or otherwise); (ii) matching as to maturity and interest in respect of assets and liabilities (contingent or otherwise); and (iii) unhedged positions, exceeding a specified ratio, in foreign currencies or precious metals; exchange and interest rate instruments; stocks and other transferable securities; and forward contracts, swap agreements, futures, options, and other derivatives relating to currencies, stocks, bonds, precious metals or interest rates.

3. The CBI shall by regulation prescribe prudential requirements as well as the common procedures and methods of calculation to be followed by banks in their application. The CBI may specify requirements, prescribed in response to exceptional circumstances, concerning the rate of interest, maturity and other conditions applicable to any type or form of financing extended or received (including deposits) or applicable to contingent liabilities.

Article 30 Large exposures

1. No bank shall grant credit to a person if as a result thereof:

- a. the aggregate outstanding principal amount of all of the bank's credits to that person would exceed the equivalent of fifteen percent, or such lower percentage as specified by regulations issued by the CBI, of the bank's unimpaired capital and reserves (large credit exposure), without obtaining prior approval of the CBI;
- b. the aggregate outstanding principal amount of all of the bank's credits to that person would exceed the equivalent of 25 percent, or such lower percentage as specified by regulations issued by the CBI, of the bank's unimpaired capital and reserves; or
- c. the aggregate outstanding principal amount of all large credit exposures of the bank pursuant to sub-paragraphs (a) and (b) would exceed the equivalent of 400 percent, or such lower percentage as specified by regulations issued by the CBI, of the bank's unimpaired capital and reserves.

2. The limitations specified in paragraph (1) shall not apply to any principal amount of credit that is fully secured by readily marketable collateral in accordance with the standards prescribed for that purpose by regulation of the CBI, provided, however, that no bank shall grant such secured credit if, as a result thereof, the aggregate outstanding principal amount of all its secured credits to the person receiving such credit would exceed the equivalent of 20 percent of the bank's unimpaired capital and reserves, or such lower percentage as specified by regulations issued by the CBI.

3. The provisions of paragraphs (1) and (2) shall not apply to:

- a. transactions with, or guaranteed by, the government; and
- b. transactions between banks with a maturity of one year or less.

4. For the purposes of applying this article or any regulations issued pursuant thereto, a person shall be deemed to include any other person with whom such person is connected, directly or indirectly, in such a way that the financial soundness of any of them may affect the financial soundness of the other or others, or the same factors may affect the financial soundness of some or all of them, or if as a result of the structure of their relationship the other person is in fact ultimately responsible for the credit outstanding.

Article 31 Bank credit to related persons

1. No bank may extend credit to a related person:

- a. if the credit and its financial terms and conditions have not been approved by the board of directors or, in the case of a branch of a foreign bank, the designated branch manager;

b. if the credit is granted to an administrator of the bank and the credit would cause the aggregate amount of credit disbursed by the bank to that person and outstanding, including any credit granted by one or more of the bank's subsidiaries, to exceed the equivalent of 50 percent of the annual remuneration of that person, or if the credit would cause the aggregate amount of credits disbursed to all related persons and outstanding to exceed ten percent of the unimpaired capital and reserves of the bank, or such lower percentage as specified by regulation issued by the CBI, provided, however, that the foregoing percentage limits shall not apply to any credit that is secured by a mortgage on property for a local primary residence whose appraised value, in the opinion of the CBI, at the time that the credit is granted exceeds the principal amount of the credit by not less than one-third of that principal amount, or

c. if the credit is granted on terms and conditions that are less favorable to the bank than the terms and conditions that are offered by the bank to the public in the ordinary course of business at the time when the credit is granted.

2. Every credit provided by a bank to a related person shall be promptly reported to the audit committee of the bank. If credit has been provided by a bank to a related person in violation of the provisions of paragraph (1), such credit must be immediately repaid, and the members of the board of directors or the designated branch manager, as the case may be, shall be personally liable, jointly and severally, for payment of principal of, and interest and other charges on, credit granted in violation of paragraph (1) with their knowledge and without their objection.

3. The CBI may instruct a bank to deduct any lending to a related person from capital for purposes of calculating the ratio pursuant to paragraph (1) of Article 16.

Article 32 Foreign currency exposure

The CBI may issue regulations to set the maximum foreign currency exposure which banks may incur in foreign currency generally or in any specified currency or currencies.

Article 33 Investment restrictions

1. It shall be prohibited for any bank without the CBI's prior approval to invest in the stocks, shares, or equity-linked bonds of any undertaking in an amount that exceeds 20 percent of the bank's unimpaired capital and reserves. To the extent that any stocks, shares, or equity-linked bonds transferred to the bank in the course of its banking operations would cause the bank's holdings to exceed such limit, the bank shall dispose of such stocks, shares, or equity-linked bonds as soon as practicable and not later than at a date at which such disposition may occur without incurring a loss, and, in any case, within two years of their acquisition at the latest. Upon request by the bank, this period may be extended for a period of up to one year by decision of the CBI.

2. Except in connection with the granting of mortgage loans in the conduct of its banking operations, it shall be prohibited for any bank to possess real estate other than real estate

essential to the conduct of its operations and for the housing of its employees and workers. This provision shall not bar the bank from leasing any excess portion of real estate held for the conduct of its operations, provided it obtains the CBI's prior approval. A bank shall dispose of any real estate transferred to it in the course of its banking operations other than mortgage lending as soon as practicable and not later than at a date at which such disposition may occur without incurring a loss and, in any case, within two years of acquiring it at the latest. Upon request by the bank, this period may be extended for two periods of up to two years each by decision of the CBI.

3. It shall be prohibited for any bank to acquire a participation in another bank or financial institution without first obtaining the CBI's prior written approval and without meeting the requirements stipulated by the CBI.

4. It shall be prohibited for any bank to possess shares in other banks or financial institutions without the CBI's prior approval unless such shares were transferred to the bank in the course of its banking operations. In this case, the bank shall sell the shares as soon as practicable and not later than at a date at which such disposition may occur without incurring a loss and in any case, within two years of acquiring them at the latest, unless the CBI grants approval to retain the shares.

5. It shall be prohibited for any bank without first obtaining the CBI's prior written approval to acquire stock or shares in a company established outside Iraq, except when such stock or shares are transferred to it in the course of its banking operations.

Article 34 Bank holidays

All banks must open their doors for business with the public on all days and during all office hours approved by the CBI, excluding Fridays and bank holidays. The CBI shall, by regulation, announce the holidays to be observed by banks. No bank may open its doors to the public during these bank holidays, be they official or unofficial holidays. In the event that circumstances require the suspension of banking operations, the CBI may order banks to close their doors temporarily, cease their operations, and resume them only by order of the CBI.

Article 35 Suspicious transactions

1. If a bank or any of its administrators, officers or employees learns that the execution of any banking transaction or the receipt or payment of any sum of money pertains or may pertain to any crime or illegal act, the bank shall immediately notify the appropriate official or judicial authority to this effect. The bank shall inform the CBI on a monthly basis about suspicious transaction reports submitted, if any, and concerning any need for additional action regarding this matter.

2. A bank's disclosure of any information in good faith under this article shall not be considered a breach of banking confidentiality. In addition, neither the CBI nor the bank shall bear any liability as a result thereof.

Article 36 Restriction on bank shares

No bank may grant any credit, including loans and advances, or provide a guarantee or security to a customer that uses the customers' shares in the bank as collateral to secure the loan. A bank may not purchase its own shares without prior approval of the CBI.

Article 37 Dormant accounts

1. Amounts on deposit in an account at a bank are subject to special rules if the accounts are considered dormant accounts.

2. If an account holder has not evidenced any interest in the amounts on deposit by recorded transaction or written correspondence with the bank for ten years, on the first business day of the following calendar year, the bank shall dispatch by registered post a notice to the account holder at the holder's last known address containing particulars of the dormant account, and publish in at least two newspapers of general circulation and the Official Publication the name of the account holder. Not less than 30 days after such notice and publication, if the account holder cannot be located, the bank shall make a detailed report to the CBI and shall turn over the amount on deposit to the CBI, to be held in a special account at the CBI.

3. The CBI shall hold the funds in a special account to be invested in Iraqi government securities, or other securities if Iraqi government securities are not available, provided that for a period of twenty years any owner who, to the satisfaction of the CBI furnishes proof of ownership, shall be entitled to the repayment of the amounts by the CBI. After the expiration of such period, any remaining unclaimed amounts shall be transferred to the Ministry of Finance for deposit in the State Treasury.

Article 38 Records

1. Banks shall keep on file in Iraq for at least seven years the pertinent documents for each one of their transactions, namely:

- a. customer identification records;
- b. application and all contract documents pertaining to the transaction (including credit, guarantee and collateral agreements) and a signed written record of the decision of the bank approving the transaction;
- c. financial records concerning counterparties (including borrowers and guarantors), and any other documentary evidence on which the bank relied in approving the transaction,
- d. the account agreements with its customers; and
- e. such other documents as the CBI may specify by regulation.

2. Records shall be kept in written form. A bank may retain books, records, statements, documents, correspondence, cables, notices, and other documents relating to its financial activities in reduced form (microfilm, electronic data storage or other current technological devices) instead of the original for the period established in the law, to the extent that adequate data recovery systems and procedures are in place. Such reduced copies shall have the probative effect of the original. The CBI may issue regulations setting out detailed systems requirements.

Article 39 Payment system

1. Banks may establish cooperative systems and clearing houses for the transfer of funds and for the settlement of accounts and payment instruments among themselves and among other financial institutions. The CBI may establish rules and procedures to govern the conduct of these activities.

2. Banks may establish credit reporting agencies or credit bureaus to collect and to disseminate to other banks such information concerning the financial affairs of existing and prospective customers as the banks may need in order to make prudent banking decisions. Such information shall be furnished only to banks having an actual or prospective banking relationship with the person concerning whom the information is provided. Such information shall be furnished subject to such restrictions, including rules and procedures that may be adopted by the CBI under paragraph (e) of Article 51, as shall be necessary to protect the confidentiality of banking information and to prevent the unauthorized dissemination of such information.

Section 6 – Accounts and Financial Statements

Article 40 Financial year

The financial year of domestic banks shall begin on January 1 and end on December 31 of the same year. For a branch of a foreign bank, the financial year may differ.

Article 41 Periodic reporting

1. Each bank shall furnish the CBI at the relevant intervals specified by regulation with:

- a. statements showing its assets and liabilities;
- b. statements on the foreign currency exposures, capital adequacy ratio, reserve position, liquid assets, large exposures and credits to related persons;
- c. information or statistics concerning its various accounts and activities, including information on deposits, banking facilities, credit plans, or credit and contingent liabilities granted to the bank's customers;

d. information, statements, tables, or budgets concerning its various accounts and activities, either in a consolidated form or for each of its branches separately, at the times and according to the format and method stipulated by the CBI by regulation; and

e. such other statements or information as requested by the CBI.

2. The CBI may request reports from any of the bank's subsidiaries or affiliates if deemed necessary for the exercise of consolidated supervision of the bank's activities

3. The expenses incurred in complying with reporting obligations or requests by the CBI to provide information shall be borne by the relevant bank.

Article 42 Principles for accounting and preparation of financial statements

1. Banks shall:

a. maintain proper books and records required for orderly operations in accordance with the provisions set out in Article 38;

b. apply accountancy rules and systems in conformity with international accounting standards (IAS), including the use of full accrual accounting on a daily basis, and in compliance with any special requirements stipulated by the CBI in this regard; and

c. prepare its financial statements comprising the balance sheet, profit and loss account, cash flow statement and statement of changes in the bank's capital account in an adequate manner that reflects the reality of the financial positions of the bank and its branches. The financial statements shall be prepared in accordance with international accounting standards (IAS) and in compliance with any special requirements stipulated by the CBI in this regard. The financial statements shall give a true and fair view of the state of affairs of the bank and shall include a statement on the bank's internal control systems.

2. Banks shall comply with any regulations or orders issued by the CBI with respect to the rules set out in paragraph (1). The CBI shall issue, by regulation, provisions on the accounting system and rules applicable to banks.

Article 43 Financial statements

1. Each bank shall prepare financial statements. Each bank that has one or more subsidiaries shall also prepare consolidated financial statements.

2. The CBI may specify other affiliates of a bank, in particular a company that controls a bank and any other company that is controlled by the company that controls the bank, for which consolidated financial statements shall be submitted.

3. Each foreign bank with one or more branch offices in Iraq shall prepare accounts and financial statements for its operations in Iraq as if such offices together were to constitute a single entity.
4. A copy of each bank's audited financial statements, including audited consolidated financial statements, if applicable, shall be submitted by the bank to the CBI when they become available and within four months after the end of the financial year at the latest. Each foreign bank with one or more branch offices in Iraq shall also submit a copy of the foreign bank's audited consolidated financial statements to the CBI when they become available.
5. The audited financial statements of a bank shall be made available to its shareholders not less than 30 days prior to the general meeting of shareholders at which the financial statements are to be presented for approval.

Article 44 Publication of financial statements

1. A bank shall publish, in two newspapers of general circulation, its audited financial statements, including audited consolidated financial statements, if applicable, not later than four months after the end of the financial year.
2. Each bank shall display in a prominent location at its head office and its branches its most recent audited financial statements, including audited consolidated financial statements, if applicable, and a list of the names of the members of its board of directors.

Article 45 Annual report

1. Each bank shall send copies of the annual report to the CBI not later than 30 days after it becomes available, and within six months after the end of the bank's financial year at the latest.
2. The annual report shall contain such information as prescribed by regulation of the CBI, including a report by the board of directors on the bank's business during the preceding year and the business projections for the coming year.

Section 7 – Audit

Article 46 Audit

1. Each bank shall appoint an independent external auditor with qualifications and experience in the audit of banks acceptable to the CBI. The external auditor shall be appointed by the bank's shareholders at the general meeting of shareholders, provided that if the bank fails to appoint an auditor satisfactory to the CBI, the CBI shall appoint such auditor.
2. The auditor, or any member of the audit firm, shall not be an administrator, owner, affiliate, employee, agent or representative of the bank for which the auditor is to be appointed and shall not have an interest in the bank, with the exception of holding a deposit

in the bank. Should the auditor acquire any such interest in the bank during the course of the appointment, the services of the auditor shall be terminated and a temporary alternate auditor be appointed by the CBI until the bank appoints a new auditor.

3. The auditor shall not provide services to the bank that are connected with the internal audit function of the bank, except for occasional training purposes.

4. No bank shall appoint the same auditor continuously for a period of more than 5 years without an exemption granted by the CBI.

5. In accordance with internationally-recognized auditing standards and any standards issued by regulation of the CBI, the auditor shall audit the bank's operations on a consolidated basis and:

- a. issue a statement to the bank indicating whether the auditor or any member of the audit firm: (i) holds an ownership interest in the bank; and (ii) complies with the provision of paragraph (3);
- b. assist the bank in maintaining proper accounting systems and procedures;
- c. assist the bank in maintaining proper financial control and risk management systems and procedures;
- d. upon request by the audit committee, attend meetings of the audit committee;
- e. within three months after the end of the financial year, prepare for the board of directors of the bank an audit report together with an audit opinion as to whether the financial statements are complete, fair and properly drawn up and present a full and fair view of the financial condition of the bank in accordance with the provisions of this Law; in particular, the audit report shall state:
 - (i) whether any explanation or information requested from the administrators, employees or agents of the bank in the course of the audit was satisfactory;
 - (ii) the degree of adequacy of, and the bank's adherence to, internal control measures and accounting systems in effect;
 - (iii) the method for keeping documents, records, and books, and the latter's orderliness and inclusion of operations needed to enable monitoring, auditing, and internal and external audit;
 - (iv) the adequacy and performance of the bank's management regarding protection of the funds of the bank and depositors;
 - (v) deficiencies in the bank's activities, the auditor's recommendations for the management regarding the deficiencies, and the extent to which management

applied the auditor's recommendations and remarks made in connection to operations in previous years; and

(vi) the degree of accuracy of periodic statements sent to the CBI; and the correspondence of the statements with the content of records, books, accounting systems and practices in effect at the bank and with the CBI's orders in this regard;

f. provide the board of directors and the CBI with a report stating the auditor's opinion on the bank's system of loan classification and concerning the provisioning for doubtful claims indicating any deficiency in the provisioning needed for the bank's assets according to the CBI's orders;

g. inform each member of the board of directors and the CBI about any act by an administrator, officer, employee or agent of the bank of which the external auditor has become aware that constitutes a material violation of a provision of this Law or any regulation or order issued by the CBI; and

h. inform each member of the board of directors and the CBI about any irregularity or deficiency in the bank's administration or operations of which the external auditor has become aware and which could be expected to result in a material loss for the bank.

6. Each bank shall send copies of the audit report to the CBI not later than 30 days after it becomes available. Where the CBI is not satisfied with the auditor's report, it may require the appointment of another auditor to prepare a new audit report within a specified time.

Article 47 Additional duties

1. The CBI may impose on an auditor, in addition to any duty specified in Article 46, a duty to:

a. submit to the CBI such additional information in relation to the audit as the CBI considers necessary;

b. submit a report, carry out an inspection or establish any procedure as specified by the CBI,

c. submit to the CBI a report on the financial and accounting systems and internal controls of the bank; or

d. certify whether or not adequate measures to prevent money-laundering or terrorist financing have been adopted by the bank and are being implemented in accordance with such regulations, orders and guidelines issued by the CBI.

2. The auditor's costs for performing any such additional duties requested by the CBI shall be borne by the bank.

Article 48 Application of certain provisions

1. The provisions of the Private Companies Law shall apply to bank auditors unless stipulated otherwise in this Law.
2. Auditors shall observe professional and banking confidentiality requirements, provided that the auditor shall not incur legal liability for the disclosure of confidential information concerning a bank or a bank customer that the auditor provides in good faith to the CBI under this Law. In particular, a report by the auditor to the CBI pursuant to paragraph (5), sub-paragraphs (g) and (h) of Article 46 shall not be construed as a breach of professional or banking confidentiality obligations.

Section 8 – Confidentiality

Article 49 Banking confidentiality

A bank shall maintain confidentiality regarding all accounts, deposits, trusts, and safe deposit boxes of customers. It shall be prohibited to provide information on the aforesaid, directly or indirectly, without the written approval of the relevant customer; or, in the event that the customer is deceased, without the consent of the customer's legal representative, or one of the customer's heirs or legatees; or without the decision of a court of law or the public prosecutor in an existing judicial dispute or the existence of one of the cases permitted under this Law. This prohibition shall remain in effect even if the relationship between the customer and the bank ends for any reason.

Article 50 Individual confidentiality

It shall be prohibited for any current or former administrator, officer, employee or agent of a bank to provide information or statements on customers or their accounts, deposits, trusts, or safe deposit boxes, or transactions or to disclose or enable a third party to examine such information and statements in other than those cases permitted under this Law. This prohibition shall also apply to any person, including auditors and employees and agents of the CBI, and any person appointed by the CBI to carry out an examination pursuant to Article 53, who examines such statements and information directly or indirectly by virtue of their profession, position, or work.

Article 51 Exceptions

The provisions of Articles 49 and 50 of this Law shall not apply to disclosure of information in the following cases:

- a. the performance of duties legally assigned to auditors appointed by the bank or by the CBI according to this Law;

- b. information and documents requested by the CBI in connection with its duties under this Law or the Central Bank of Iraq Law;
- c. actions taken in good faith in the course of the performance of duties or responsibilities imposed by this Law or in the implementation of measures countering money-laundering and terrorist financing pursuant to regulations of the CBI;
- d. the issuance of a certificate or statement of the reasons for refusing to pay a check based on the request of a rightful holder;
- e. the provision of information on: (i) customers' indebtedness to provide the necessary data for determining the soundness of granting credit; (ii) bad checks; or (iii) any other transaction deemed necessary by the CBI because of its pertinence to the soundness of the banking sector to banks, the CBI or any other agencies approved by the CBI to facilitate the exchange of such information pursuant to rules and procedures specified in regulation of the CBI;
- f. a bank's disclosure of all or some information on a customer's transactions to prove its claim in a judicial dispute between it and its customer regarding these transactions; and
- g. information provided by the CBI to supervisory authorities under Article 54 of this Law.

Article 52 Information provided by banks

1. Any information collected from a bank revealing its individual customers, customer transactions or other particulars pertinent to its relations with its individual customers shall be considered confidential and may be disclosed only with the consent of the bank or as authorized by this Law. The CBI shall restrict access to such individual customer information within the CBI to authorized employees.
2. The CBI may publish, in its entirety or in part, information provided to it by banks, provided such publication does not disclose confidential information. Unless the CBI first obtains the consent of the bank, the CBI shall not disclose particulars of the bank's operations other than as may be contained in the financial statements approved by the bank's board of directors, or information already in the public domain.

Section 9 – Supervision and Examinations

Article 53 Examinations

The CBI shall supervise banks on a consolidated basis in the following manner:

1. The CBI shall review the statements, documents, information, clarifications, and proof submitted by banks in the application of this Law.
2. The CBI may request that banks, or any of its subsidiaries or affiliates, provide, and corroborate in writing when it deems necessary, any additional information, reports, documents, clarifications, or proof.
3. The CBI may at any time cause an on-site examination of a bank, its subsidiaries or affiliates, to be made by one or more employees of the CBI, or by any other person or persons appointed by the CBI for this purpose. The examination shall review the operations of a bank to ascertain its financial position and the extent to which the bank complies with the provisions of laws and regulations regarding the management of its activities and adheres to internal policies. The CBI shall examine all banks on a regular basis, and at least once every year, except that representative offices shall be examined at least once every two years.
4. Any person authorized to carry out an examination under this article shall be subject to confidentiality requirements and may require any administrator, officer, employee or agent of a bank, or its subsidiaries or affiliates, to provide access to all necessary books, accounts, documents, and records. Any information deemed necessary and requested by the examiner shall be furnished in a timely manner during the course of the examination.
5. Examiners shall submit to the CBI a report on the results of the examination. The CBI shall notify the board of directors of the relevant bank of the examination results.

Article 54 Exchange of information

1. The CBI may exchange information on supervisory matters, preferably based on a Memorandum of Understanding, with financial supervisory authorities in Iraq and with banking supervisory authorities in other countries. The exchange of such information may include confidential information, provided that the CBI has satisfied itself that reasonable steps have been taken to ensure the confidentiality of any such information submitted.
2. The CBI may enter into Memoranda of Understanding with financial supervisory authorities in Iraq or with banking supervisory authorities in other countries setting out the scope, procedures and further details for the exchange of information.

Article 55 Immunity from legal action

1. No member of the board of directors of the CBI, employee of the CBI, agent of the CBI, any person appointed pursuant to the provisions of this Law (i) to carry out an examination pursuant to Article 53, (ii) as conservator, or (iii) as receiver, or any person engaged by a conservator or receiver pursuant to paragraph (3) of Article 62 or paragraph (4) of Article 80 shall be personally liable in damages for any act or omission taken in the discharge or purported discharge of official functions within the scope of their employment or engagement under this Law.

2. The CBI shall indemnify a member of the board of directors of the CBI, employee of the CBI, an agent of the CBI, any person appointed pursuant to the provisions of this Law (i) to carry out an examination pursuant to Article 53, (ii) as conservator or (iii) as receiver, or any person engaged by a conservator or receiver pursuant to paragraph (3) of Article 62 or paragraph (4) of Article 80 against any legal costs incurred in the defense against legal action brought against such person in connection with the discharge or purported discharge of official functions within the scope of their employment or engagement under this Law, provided that no such indemnification shall apply if such person has been convicted of a crime arising out of the activities that are covered by such legal action.

Section 10 – Enforcement Measures and Penalties

Article 56 Prompt corrective action and administrative penalties

1. The CBI may take any measure or impose any administrative penalty stipulated in paragraph (2) of this article in cases where it is evident that a bank, an administrator of a bank or any other person:

- a. violated the provisions of this Law or any regulation or order issued by the CBI; or
- b. conducted unsafe or unsound banking operations.

2. If any of the violations stipulated in paragraph (1) above occur, the CBI may take one or more of the following measures or administrative penalties:

- a. send a written warning to the bank;
- b. give orders to the bank;
- c. request that the bank submit a program of measures it intends to take or a detailed description of measures it has taken to eliminate the violation and correct the situation;
- d. request that the bank cease some of its operations, or bar it from distributing profits or dividends;
- e. impose any restriction on the granting of credit deemed appropriate;
- f. in addition to any minimum balance stipulated in the Central Bank of Iraq Law and other legally required deposits, require the bank to deposit and maintain balances with the CBI without interest for a period deemed appropriate by the CBI;
- g. request that the chairman of the board of directors convene the board of directors to review and examine the violations attributed to the bank and to take the necessary measures to eliminate the violations; in this case, one or more representatives of the CBI shall attend the board of directors' meeting;

h. request that the bank temporarily or finally suspend from office any authorized manager or designated branch manager, depending on the seriousness of the violation;

i. request that the bank remove the chairman or any of the members of the bank's board of directors;

j. dissolve the bank's board of directors and appoint a conservator in accordance with paragraph (2) of Article 59;

k. impose an administrative penalty on the bank, provided that at the discretion of the CBI, administrative penalties may be imposed on a daily basis until the violation has eased or compliance is obtained, and such administrative penalties shall not exceed five percent of the bank's paid-up capital overall; or

l. revoke the bank's license or permit pursuant to the provisions of Article 13.

3. The CBI may impose an administrative penalty on a bank of up to 5 million *dinars* per day until the violation has eased or compliance is obtained, and not to exceed five percent of its paid-up capital overall in the following cases:

a. if the bank intentionally submitted to the CBI statements, statistics, or information that are deficient or false; or

b. if the bank does not provide the CBI with information on a customer, certain risks of particular customers, or any other information as requested by the CBI.

The imposition of the administrative penalty stipulated in this paragraph shall not bar the CBI or other aggrieved bank from demanding compensation from the bank in violation for damages arising from actions referred to in sub-paragraphs (a) and (b) of this paragraph.

4 Other than in an emergency situation requiring urgent action, the CBI shall, before deciding whether an order shall be given to a bank pursuant to this article, serve the bank with a notice of charges including a statement of the facts constituting the alleged violation or threat of violation, describing the order that the CBI proposes to issue, requesting a written response from the bank within two weeks after the date of service of such notice. If requested by the bank in its written response, the CBI shall schedule a hearing for a date not later than two weeks after the date of receipt of such request. Within two weeks after receiving a written response, or in the case of a hearing, the conclusion of such hearing, the CBI shall decide whether or not to issue an order. Any order shall be accompanied by the reasons for issuing such an order.

5 The imposition by the CBI of measures or administrative penalties stipulated in this article shall not bar any civil or criminal accountability under the provisions of any other law.

Article 57 Illegal banking business

1. Each person who engages in banking activities as a business without a banking license or permit issued by the CBI is guilty of an indictable offense and liable to the penalty for fraud contained in the Penal Code.
2. The penal courts shall be responsible for hearing actions initiated by the public prosecutor based on the request of the CBI or any concerned party.

Article 58 Collection of administrative penalties

The CBI shall collect the administrative penalties imposed on a bank under this Law. Any administrative penalties collected shall be paid to the State Treasury.

Section 11 – Conservatorship

Article 59 Grounds for appointment of a conservator

1. The CBI shall appoint a conservator for a bank when the CBI determines that:
 - a. the bank fails to pay its financial obligations, including but not limited to deposit liabilities, as they fall due;
 - b. the capital of the bank is less than 50 percent of the minimum capital required by law or by regulation of the CBI pursuant to paragraph (1) of Article 16; or
 - c. a petition has been submitted for opening bankruptcy proceedings against the bank, as set forth in Article 72.
2. The CBI may appoint a conservator for a bank when the CBI determines that:
 - a. the bank fails to carry out an order given to the bank by the CBI;
 - b. the capital of the bank is less than 75 percent of the minimum capital required by law or by regulation of the CBI pursuant to paragraph (1) of Article 16; or
 - c. there is evidence that the bank or any of its administrators have engaged in criminal activities punishable by imprisonment of one year or more or there is reasonable cause to believe that the bank or any of its administrators are engaging in such criminal activities.
3. The provisions of this section shall apply to the domestic branch offices and domestic representative offices of a foreign bank as if all these offices together were to form a single legal entity. All assets, liabilities, acts and omissions of the foreign bank resulting from or otherwise relating to the business of any such office shall be attributed to that single entity in applying the provisions of this section. The conservator shall be authorized to take all actions

with respect to such single entity as could be taken, were it to be a domestic bank, by the authorized manager or by shareholders at the general meeting of shareholders.

Article 60 Appointment of a conservator

1. Conservators shall be appointed by decision of the CBI. Only fit and proper persons are eligible to serve as conservator for a bank.
2. If at any time a conservator becomes ineligible to serve, the conservator shall be replaced by the CBI.
3. Conservators shall be appointed for a term, not exceeding eighteen months, specified in the decision on their appointment. The term of appointment may be extended by the CBI once for another period not exceeding eighteen months. The conservator shall be employed by the CBI and receive remuneration from the CBI. All costs incurred by the CBI on account of the conservatorship shall be borne by and charged to the bank for which the conservator is appointed.
4. The decision by the CBI appointing a conservator or extending the term of appointment of a conservator shall be in writing, shall specify the grounds on which it is given and shall list the principal duties of the conservator. The CBI shall ensure that promptly after the decision is given each such decision is served on the bank for which the conservator is appointed, is recorded in the register of banks and is published in the Official Publication.

Article 61 Effects of the appointment of a conservator

1. The decision of the CBI appointing a conservator for a bank shall take effect immediately, unless the decision provides otherwise.
2. The decision of the CBI appointing a conservator for a bank shall suspend the powers of the shareholders to take action at the general meeting of shareholders of the bank. Thereafter, the conservator shall have the power to take all of the actions in the ordinary course of business including those that could be taken at the general meeting of shareholders of the bank, such as the sale and disposition of assets and such other actions as may be necessary to place the bank in a safe and solvent condition, except that a transaction involving the participation of the bank in the capital stock of other financial institutions or any of the transactions referred to in Article 84 may be entered into only in circumstances and on terms and conditions that have been approved by the Financial Services Tribunal at the request of the CBI.
3. The decision of the CBI appointing a conservator for a bank shall suspend the powers of the administrators of the bank and shall have the effect of transferring all the powers of the administrators of the bank to the conservator. The conservator may delegate to other persons, including administrators and employees of the bank, such powers as the conservator deems necessary or appropriate, unless the CBI determines otherwise in a written notice to the

conservator. In the absence or inability of the conservator to act, the CBI may exercise the powers of the conservator.

4. Actions taken by or on behalf of a bank after the decision appointing a conservator for that bank takes effect shall be null and void, unless they are taken by or by the authority of the CBI or the conservator, or unless they are money or securities transfer orders covered by Article 83.

5. A conservator shall be accountable only to the CBI for the performance of duties and for the exercise of the powers as conservator. The conservator shall only be subject to the duties, rules and instructions given to the conservator by the CBI.

6. Notwithstanding any requirements set forth in Article 14, the CBI, in its sole discretion, may organize and license a bridge bank which will be owned and controlled by the CBI, to receive any assets and liabilities of one or more banks as to which a conservator under section 11 or receiver under section 14 has been appointed. A bridge bank (i) may be placed under the control of a conservator or receiver under this section 11; and (ii) shall terminate its operations at the end of a two-year period following the issuance of a license, except that the CBI, in its discretion, may extend its status for three additional one-year terms.

Article 62 Taking control of the bank

1. Immediately upon appointment, the conservator shall take control of the bank for which he has been appointed and secure the assets, books and records of the bank, and thereafter manage the bank during the period of conservatorship in order to prevent the dissipation of such assets, including but not limited to theft or other improper action.

2. The conservator shall have unrestricted access to and control over the assets, the offices, and the books of account and other records, of the bank for which he has been appointed. Immediately upon the request of a conservator, law enforcement officials shall, if necessary by use of force, assist the conservator to gain access to the premises of the bank for which the conservator has been appointed and to gain control over and to secure the assets, books and records of the bank. The decision of the CBI appointing the conservator shall have the legal force and effect of an enforceable court order requiring law enforcement authorities to provide such assistance.

3. A conservator may employ at the expense of the bank for which the conservator has been appointed, such independent attorneys, accountants and consultants on such terms as the CBI shall approve.

Article 63 Review of appointment

1. Within five business days from the date of service of the decision appointing the conservator for a bank, the board of directors of the bank may make written representations on behalf of the bank to the CBI challenging the appointment of the conservator. In the event

that no such challenge is made within the five-day time period referred to above, the bank shall be deemed to have consented to the decision appointing the conservator.

2. Upon the timely receipt of such a challenge, the CBI shall review the appointment of the conservator in light of the arguments made against it and decide either to affirm the appointment or to terminate the appointment, giving the grounds for its decision in writing. The decision shall be served promptly upon the chairman of the board of directors of the bank.

3. If the appointment of the conservator is terminated, the conservator shall immediately return control of the bank and its assets, books and records to the authorized manager of the bank.

4. Any decision of the CBI appointing a conservator that is not a decision to which the bank has consented, and any decision of the CBI affirming the appointment of a conservator under paragraph (2) above, may be submitted by the bank, any administrator of the bank, creditor, depositor or shareholder to the Financial Services Tribunal for review within 20 business days from the date of service of the decision. The appointment and powers of the conservator shall remain in full force and effect until a final decision is taken by the Tribunal.

Article 64 Report of the conservator and plan of action

1. Not later than ten business days after the appointment, the conservator shall prepare and present to the CBI a report on the financial condition and future prospects of the bank for which the conservator has been appointed. The conservator shall include in the report an assessment of the amount of assets likely to be realized in a liquidation of the bank. The report may be prepared with the assistance of such independent experts as the conservator may determine in accordance with paragraph (3) of Article 62.

2. The report shall be accompanied by a proposed plan of action, where relevant, that shall discuss the relative costs and benefits associated with:

- a. returning the bank to compliance with the law by carrying out a plan of corrective action;
- b. rehabilitation of the bank under the procedure set forth in Article 67;
- c. a voluntary liquidation under Article 68, or a revocation of the banking license and liquidation of the bank in accordance with the provisions of Article 69; and
- d. opening of bankruptcy proceedings against the bank.

Article 65 Moratorium

If required to protect the financial condition of a bank for which a conservator has been appointed, the CBI may at any time declare deposits and investments by the public in the

bank, other than deposits and investments in segregated fiduciary accounts, to be totally or partially blocked for a maximum period of three months, provided that measures are taken which, in the opinion of the CBI, will preserve the approximate value of these deposits and investments together with interest accrued before and during the moratorium. In extraordinary cases, the conservator, with the approval of the CBI, may at any time permit the withdrawal of some or all of the deposits held in the name of a natural person not to exceed 5 million *dinars* for each such case.

Article 66 Termination of conservatorship

1. The appointment of a conservator shall terminate upon the earlier of:
 - a. completion of the term specified in the decision appointing the conservator or in the decision last extending the term of the conservator;
 - b. a decision by the CBI or the Financial Services Tribunal to that effect; or
 - c. appointment of a receiver pursuant to Article 78.
2. Upon termination of the appointment of a conservator as described in sub-paragraphs (a) or (b) of paragraph (1), the conservator shall immediately return control of the bank and its assets, books and records to the authorized manager of the bank.
3. Within 20 business days of the termination of the appointment, the conservator shall prepare and submit to the CBI a final report and accounting of the conservatorship.

Section 12 – Rehabilitation of Banks

Article 67 Rehabilitation procedures

1. A bank shall be rehabilitated by the conservator appointed for the bank under supervision of the CBI if the Minister of Finance has decided, based upon the written recommendation of the CBI, that the stability of the banking system of Iraq requires the rehabilitation of the bank. Once the Minister of Finance has taken a decision regarding the rehabilitation of a bank, the Minister of Finance may in the Minister's discretion authorize or make available financing in connection with the transactions, costs and expenses referred to in paragraphs (4) and (5) of this article.
2. The recommendation of the CBI to rehabilitate a bank shall be accompanied by a rehabilitation plan prepared by the CBI in consultation with the conservator. The plan shall identify the existing weaknesses in the administration or operations of the bank, determine the corrective measures required to remedy such weaknesses, and provide a timetable and financing plan for the proposed rehabilitation. The plan shall also review and evaluate strategies for transferring the core business of the bank to another bank, including but not limited to a bridge bank, through one or more of the transactions authorized by Article 84 and shall to the extent practicable preclude the enrichment of bank owners at the expense of

the State. At any time during the execution of the plan, the Minister of Finance, after having consulted the CBI, (i) may terminate the rehabilitation plan, (ii) request the CBI to revoke the license or permit of the bank if grounds exist under Article 13, or (iii) request that CBI submit a petition to the Financial Services Tribunal for the institution of bankruptcy proceedings under Article 72.

3. For the purpose of conserving the assets, protecting deposits and managing the business of a bank under rehabilitation on a going concern basis, the CBI may direct the conservator to transfer all or part of the assets and liabilities of the bank to a bridge bank capitalized by the State, which transfer shall become effective immediately. If some obligations of the bank to creditors would be excluded from such a transfer, the conservator shall take the interests of such creditors into account. Such a transfer shall not require the consent of the bank or any of its governing bodies. The transfer of liabilities shall be published by notice in the Official Publication and in two or more newspapers of general circulation designated by the CBI.

4. With respect to the bank, including but not limited to a bridge bank, in accordance with the rehabilitation plan, the CBI may:

- a. authorize the conservator for the bank to carry out one or more of the transactions referred to in Article 84, which may include financing provided by the State in the form of capital, loans, deposits, grants, or guarantees;
- b. order an increase in the authorized capital of the bank and the issue of shares of capital stock of the bank on such terms and conditions as the CBI may determine; or
- c. authorize the conservator to terminate all or some current contracts of the bank for the delivery of goods or services by analogous application of the provisions of Article 89.

5. The costs incurred on account of rehabilitation of a bank shall be charged to the bank, and, in the event that the assets of the bank shall prove insufficient, to the State.

Section 13 – Liquidation of Banks

Article 68 Voluntary liquidation

1. A bank may be liquidated at the decision of its owners after the voluntary termination of operations has been approved by the CBI, at their request, pursuant to Article 12, and the license has been revoked. The liquidation shall be carried out by the bank, in compliance with the procedures to be issued by the CBI and under supervision of the CBI.

2. The bank shall provide the CBI with such documents and information as the CBI shall request and shall grant the employees of the CBI, or any other person or persons appointed by the CBI for this purpose, access to the buildings, books and records of the bank whenever the CBI decides that such access is required to discharge its supervisory responsibilities.

3. If the CBI determines that the bank does not ensure an orderly liquidation or if the bank fails to comply with the provisions of paragraph (2), the CBI shall appoint a conservator under paragraph (1) of Article 69 who shall carry out or complete the liquidation of the bank.

Article 69 Forced liquidation

1. The decision of the CBI to revoke a banking license or permit pursuant to paragraph (1) of Article 13 must provide for the liquidation of the bank in accordance with the procedures prescribed by this article by a conservator appointed for the bank by the CBI under Article 60, provided, however, that only Articles 61, 62 and 65 of section 11 shall govern the CBI and conservator. The CBI shall arrange for the prompt publication of the decision by notice in The Official Publication and in at least two newspapers of general circulation.

2. From the time of the decision of the CBI to revoke the banking license of a bank and to liquidate a bank:

a. acts performed by or on behalf of the bank are legally void and unenforceable, except for acts performed by or by authority of the conservator for the bank, acts deemed beneficial to the estate of the bank by the conservator and ratified by the conservator, and money and securities transfer orders covered by Article 83;

b. all attachments and liens in aid of execution in favor of the bank's creditors or other restraints on the bank's assets shall be deemed removed by operation of law;

c. the assets of the bank shall be immune from attachment and execution, except for assets encumbered by a mortgage or lien to the extent of the debt secured by such encumbrance; and

d. no bankruptcy proceeding may be opened against the bank.

3. The liquidation shall be carried out by the conservator in accordance with procedures to be issued by the CBI that are consistent with those set forth in Article 85 up to and including Article 98, provided, however, that any such procedures shall not incorporate Articles 89 and 96.

4. Upon the written request of the CBI, the conservator for a bank whose banking license has been revoked shall apply to the Financial Services Tribunal for approval to carry out one or more of the transactions authorized by Article 84, and, upon the receipt of such approval, the CBI may direct the conservator to carry out one or more of such transactions.

5. The provisions of this article shall apply to the domestic branch offices and domestic representative offices of a foreign bank as if all these offices together were to form a single legal entity. All assets, liabilities, acts and omissions of the foreign bank resulting from or otherwise relating to the business of any such office shall be attributed to that single entity in applying the provisions of this article. The conservator shall be authorized to take all actions

with respect to such single entity as could be taken, were it to be a domestic bank, by the authorized manager or by shareholders at the general meeting of shareholders.

Section 14 – Receivership of Banks

Article 70 General insolvency law does not apply to banks

Neither the Bankruptcy Law nor any other provisions amending or replacing the Bankruptcy Law in whole or part shall apply to banks.

Article 71 Grounds for opening bankruptcy proceedings

Upon receipt of a satisfactory petition under Article 72 and the appointment of a conservator under Article 73 by the CBI, the Financial Services Tribunal shall open bankruptcy proceedings against a bank on one or more of the following grounds:

- a. the bank is not paying its financial obligations, including deposit liabilities, as they fall due;
- b. the CBI determines that the capital of the bank is less than 25 percent of the capital required pursuant to paragraph (1) of Article 16; or
- c. the CBI determines that the value of the assets of the bank is less than the value of the liabilities of the bank.

Article 72 Petition for opening bankruptcy proceedings

1. Petitions for opening bankruptcy proceedings against a bank shall be submitted in writing to the Financial Services Tribunal.

2. No petition for opening bankruptcy proceedings against a bank may be granted by the Tribunal unless:

- a. the petition is presented by the CBI, together with financial statements of the bank certified by the CBI, showing the basis on which one or more applicable grounds under Article 71 for opening bankruptcy proceedings applies; or
- b. the petition has been filed with the Tribunal and served on the CBI by three or more creditors of the bank with obligations aggregating more than 4 billion *dinars* that are due and unpaid, together with documentary evidence showing that the bank is not paying its financial obligations as they fall due under paragraph (a) of Article 71.

Article 73 Appointment of conservator

1. As soon as a petition for opening bankruptcy proceedings against a bank has been served on the CBI by creditors of the bank under paragraph (2), sub-paragraph (b) of Article 72, or

the CBI has presented a petition to the Tribunal under paragraph (2), sub-paragraph (a) of Article 72, a conservator shall be appointed by the CBI pursuant to paragraph (1), sub-paragraph (a) of Article 59. The provisions of Article 63 shall not apply and decisions of the CBI appointing a conservator pursuant to this article shall not be subject to review by the Financial Services Tribunal.

2. In the event that the Tribunal rejects the petition for opening bankruptcy proceedings under Article 75, the appointment of the conservator hereunder shall terminate.

Article 74 Tribunal hearing

1. Upon filing of a petition for opening bankruptcy proceedings against a bank, the Financial Services Tribunal shall summon the CBI and any other petitioner, the conservator appointed for the bank, and one or more administrators of the bank to attend a public hearing to consider the petition. In exceptional situations the Financial Services Tribunal may decide to conduct a non-public hearing. The hearing shall begin not later than two business days from the time of filing of the petition.

2. If the petition is filed by the CBI under paragraph (2), sub-paragraph (a) of Article 72, the hearing shall be concluded within one week. If the petition is filed by creditors of the bank under paragraph (2), sub-paragraph (b) of Article 72, the hearing shall be concluded within two weeks. At the conclusion of the hearing, the Tribunal shall either reject the petition or grant the petition.

Article 75 Grounds for rejecting the petition

1. A petition for opening bankruptcy proceedings against a bank shall be rejected by the Tribunal if:

- a. the petition is not accompanied by the documents required by paragraph (2) of Article 72 or otherwise does not meet the requirements of the law; or
- b. the CBI opposes the petition under paragraph (2) of this article.

2. If the petition is made by creditors of the bank, the CBI may oppose the petition only if:

- a. the CBI has determined that no statutory ground for opening bankruptcy proceedings against the bank applies; the Tribunal may require the CBI to produce evidence supporting its determination, including financial statements of the bank certified by the CBI;
- b. the CBI provides evidence to the Tribunal demonstrating that, before the application for opening bankruptcy proceedings against the bank was served upon the CBI, the banking license of the bank had been revoked and a conservator had been appointed to liquidate the bank; or

c. the CBI submits to the Tribunal a decision of the Minister of Finance in accordance with Article 67 that the stability of the banking system of Iraq requires the rehabilitation of the bank.

At its request, the CBI shall be granted two weeks in which to submit such evidence or decision, before the Tribunal rules on the petition.

3. Otherwise, the Tribunal may reject a petition for opening bankruptcy proceedings against a bank only if:

a. any document or other evidence submitted to the Tribunal in support of the petition is manifestly false or inaccurate and without such document or other evidence the petition does not meet the requirements of the law; or

b. the bank shows to the satisfaction of both the Tribunal and the CBI that payments of supplemental subscriptions to the capital of the bank have been received by the bank in immediately available funds sufficient to eliminate the grounds for opening bankruptcy proceedings against the bank under Article 71.

Article 76 Rejection of frivolous petitions filed by bank creditors

1. At any time after the filing of a petition for opening bankruptcy proceedings against a bank by creditors of the bank, the Tribunal may reject the petition in writing, with or without a hearing, on the ground that the petition is frivolous, in which case the petitioners may be held liable for monetary damages, including costs and expenses resulting from the filing of the petition, which the Tribunal may award to the bank and to the CBI.

2. In exceptional circumstance the filing of a frivolous petition for opening bankruptcy proceedings against a bank may constitute an offense that, upon conviction in a penal court, may be punished by imprisonment for a period not exceeding 6 months or by the payment of a fine not exceeding 1 billion *dinars* or both.

3. Anyone who is determined by the Tribunal to have filed a frivolous petition for opening bankruptcy proceedings against a bank may be subject to prosecution in the penal courts in a proceeding initiated by the public prosecutor based on the request of the Tribunal.

Article 77 Forced liquidation if bankruptcy petition is rejected

If a petition presented by the CBI for opening bankruptcy proceedings against a bank is rejected by the Tribunal on grounds other than those specified in Articles 75 or 76, or the Tribunal fails to observe the time periods set forth under this Law or to render a decision in a timely manner under Article 74 or paragraph (2) of Article 84, the CBI shall revoke the banking license of the bank and liquidate the bank in accordance with the procedures prescribed by Article 69.

Article 78 Bankruptcy decision

By the decision of the Tribunal to grant a petition for opening bankruptcy proceedings against a bank, the bank shall be declared bankrupt, bankruptcy proceedings opened against the bank and a receiver appointed by the Tribunal under Article 80.

Article 79 Service and publication of bankruptcy decision

Immediately after the Tribunal has issued a decision opening, or rejecting a petition for opening, bankruptcy proceedings against a bank, the decision shall be served by the Tribunal on the CBI, the creditors filing such petition, and on the bank and the Tribunal shall arrange for publication of the decision in the Official Publication and in at least two newspapers of general circulation.

Article 80 Receiver

1. The receiver appointed by a decision of the Tribunal opening bankruptcy proceedings against a bank, or under paragraph (5) of this article with respect to any replacement receiver, shall be selected by the Tribunal from a list of candidates submitted to the Tribunal by the CBI. Only fit and proper persons are eligible to serve as receiver or replacement receiver for a bank. The bankruptcy decision shall specify the remuneration and the other terms and conditions of employment of the receiver. The remuneration and other costs and expenses incurred on account of the receiver shall be paid from the assets of the bank for which the receiver is appointed.

2. The CBI shall indemnify the receiver of a bank for all liabilities and all costs and expenses incurred by the receiver on account of the receivership to the extent that such liabilities, costs or expenses exceed the assets of the bank available to meet them.

3. Receivers shall carry out their activities under the direction and supervision of the CBI, which on the appointment of the receiver, shall provide the receiver with written directions including a list of activities which the receiver may undertake without the need for involvement of the CBI. Such directions shall include a delegation of authority to the receiver to enter into individual transactions not to exceed a stated amount for each such transaction, including, but not limited to, sales of assets, individually or by bulk sale. Although the receiver may at any time apply to the CBI for directions, the receiver shall be obligated to apply to the CBI for directions only where specifically required to do so by a provision of this Law.

4. A receiver may employ at the expense of the bank for which the receiver has been appointed such independent attorneys, accountants and consultants, on such terms and conditions, as the CBI shall approve.

5. The Tribunal shall replace the receiver immediately upon the request of the CBI:

- a. upon the resignation, death or incapacity to act of the receiver;

- b. in the event that the receiver does not diligently perform the receiver's tasks;
- c. in the event that the receiver no longer is a fit and proper person; or
- d. if for any other reason, the receiver becomes ineligible to serve in that capacity.

6. Whenever a receiver is replaced, the person replacing the receiver shall succeed to the powers of the receiver being replaced, and the books, records and remaining assets of the bank in the custody of the receiver being replaced as well as the books and records of the receivership shall be promptly transferred into the custody of that person.

Article 81 Powers of the receiver

1. Upon appointment the receiver shall become the sole legal representative of the bank, and shall succeed to all rights and powers of the shareholders of the bank relating to their shares of capital stock of the bank, the board of directors of the bank, and the authorized manager of the bank. Such rights and powers shall include holding title to the books, records, and assets of the bank; operating the bank; marshalling assets and claims; transferring or disposing of assets, and taking any other action necessary to the effective liquidation of the bank.

2. Claims against the bank shall be served on the receiver for the bank.

Article 82 Effect of bankruptcy decision

1. The decision of the Tribunal opening bankruptcy proceedings against a bank shall take effect at the time that the decision is taken.

2. Immediately upon the decision referred to in paragraph (1) above taking effect, the bank shall cease to take deposits from the public.

3. Acts performed by or on behalf of the bank after the bankruptcy decision takes effect shall be legally void and unenforceable, except for acts performed by or under authority of the receiver for the bank and acts deemed beneficial to the estate of the bank by the receiver and ratified by the receiver.

4. As a result of the bankruptcy decision, all current court proceedings against the bank are stayed; and no court proceeding against the bank shall commence after the bankruptcy decision takes effect, except with the leave of the Tribunal and subject to such terms as the Tribunal imposes.

5. As a result of the bankruptcy decision, all attachments or liens in aid of execution in favor of the bank's creditors or other restraints on the bank's assets shall be deemed removed by operation of law. Attachments placed and acts of execution performed after the bankruptcy decision takes effect shall be void, except for execution in accordance with the provisions of

Article 91 of assets encumbered by a mortgage or lien to the extent of the debt secured by such encumbrance.

6. Neither interest nor any other charge shall accrue on liabilities of a bankrupt bank after the bankruptcy decision takes effect.

7. Transfers of shares of a bankrupt bank made after the bankruptcy decision takes effect, except for transfers made with the prior consent of the CBI, shall be void.

8. All legal acts of the bank that are taken within 60 business days before the time of the decision whereby bankruptcy proceedings are opened against the bank shall upon application of the receiver be declared null and void by the CBI if the bank and its counterparty in the act knew or should have known at the time of the act that the act would damage the interests of creditors of the bank. Such knowledge shall be presumed whenever the act consists of:

- a. a gift or other transfer without consideration to any person;
- b. a payment or transfer to an owner, administrator or employee of the bank, unless such owner, administrator or employee shows to the satisfaction of the Tribunal that the payment or transfer concerned his or her employment by the bank or concerned an account maintained with the bank, or that he did not know that the payment or transfer would damage interests of creditors of the bank;
- c. a payment or transfer before its due date or the transfer of collateral for a debt before the due date of the debt;
- d. the conclusion or performance of a contract imposing obligations on the bank that are significantly more onerous than the obligations imposed on the other party or parties to the contract;
- e. an arrangement between the bank and one or more others, other than an eligible financial contract defined in Article 88, permitting an offset between rights and obligations of the bank that without such arrangement would not have been permissible before the time of the bankruptcy decision; or
- f. interbank transfers between a domestic branch of a foreign bank and such foreign bank or its branches or subsidiaries abroad.

Article 83 Finality in payment and securities settlement systems

1. Notwithstanding the provisions of paragraph (4) of Article 61, paragraph (2), sub-paragraph (a) of Article 69, and paragraph (2) and paragraph (7), sub-paragraphs (b) and (c) of Article 82:

- a. irrevocable money and securities transfer orders entered by a bank into a payment or securities settlement system recognized as such by the CBI shall be legally

enforceable and binding on third parties, even in the event of a decision of the Financial Services Tribunal opening bankruptcy proceedings against the bank, but only if the transfer orders become irrevocable before the bankruptcy decision takes effect; or

b. where a bank enters irrevocable money or securities transfer orders into a payment or securities settlement system after a court decision opening bankruptcy proceedings against the bank takes effect and the transfer orders are carried out on the day of the Tribunal decision, the transfer orders shall be legally enforceable and binding on third parties, unless the receiver proves that the system operator was aware of the bankruptcy decision before the transfer orders became irrevocable.

2. No law, regulation, rule or practice on the setting aside of contracts and transactions issued or adopted before the Tribunal decision opening bankruptcy proceedings against a bank takes effect shall lead to the unwinding of a netting by a payment or securities settlement system recognized as such by the CBI because of that decision.

3. For the purposes of this article:

a. a transfer order entered into a money or securities settlement system becomes irrevocable at the time defined by the rules of that system; and

b. "netting" means the conversion into one net claim or one net obligation of claims and obligations resulting from transfer orders which a participant or participants in a settlement system either issue to, or receive from, one or more other participants in that system with the result that only a net claim or a net obligation remains.

Article 84 Transfers of bank shares, bank assets and liabilities

1. In the interests of preserving the soundness of the banking system and to maximize the value of a bank for its creditors, in the event that the receiver, with the concurrence of the CBI, determines that engaging in a transaction or series of transactions set forth in sub-paragraphs (a) or (b) of this paragraph is necessary, the receiver shall apply to the Tribunal for approval to:

a. transfer all or substantially all of the shares in capital stock of the bank; or

b. transfer all or substantially all of the assets of the bank or all or substantially all of the liabilities of the bank, or both;

provided, however, that the approval of the Tribunal shall not be necessary for transactions other than those referred to in sub-paragraphs (a) and (b) above.

2. The Tribunal shall render a decision approving or disapproving the application of the receiver referred to in paragraph (1) above within three business days of receipt of such application.

3. A transaction pursuant to paragraph (1) may be requested and authorized at any time after the filing of a petition for opening bankruptcy proceedings against the bank until the bank has been liquidated.

3. A transfer of liabilities under paragraph (1), sub-paragraph (b) shall become effective for all interested parties at the beginning of the day following the day of publication of a notice of the transfer in the Official Publication.

Article 85 Property report

1. Within two weeks from the date of the Tribunal decision opening bankruptcy proceedings against a bank, the receiver shall submit to the CBI a property report listing:

- a. the assets of the bank, including claims of the bank on account of unpaid subscriptions of capital stock of the bank, loan and guarantee agreements, and agreements of purchase or sale, as well as the book values and estimated liquidation values of the assets;
- b. the contracts pursuant to which property of the bank is held by other parties, including rental, lease and collateral agreements;
- c. the contracts pursuant to which the bank receives services; and
- d. the significant transactions entered into by the bank during the period of 60 business days immediately preceding the date of the bankruptcy decision.

2. The report shall be updated quarterly and shall be made available at the CBI for inspection by the creditors of the bank whose claims are included on the list of approved claims prepared pursuant to Article 87.

Article 86 Registration of claims

1. Except as provided in paragraphs (1) and (2) of Article 87, claims on a bankrupt bank shall be registered with the receiver in writing within 60 business days from the date that the Tribunal decision opening bankruptcy proceedings against the bank is published in the *Official Gazette*; at the request of three or more creditors submitted to the Tribunal at least ten days prior to the expiration of the period referred to in this paragraph, the Tribunal may once extend this term for all creditors by 20 business days on grounds of equity.

2. Claims shall be registered together with documentary evidence of the claim and the following information:

- a. the name and address of the creditor;

b. the amounts of interest and other charges, penalties and taxes included in the principal amount of the claim; and

c. details concerning any mortgage, lien or guarantee securing the claim, including the name and address of any guarantor.

3. The decision of the Tribunal opening bankruptcy proceedings against a bank suspends the authority of depositors to access their deposits recorded in the books or records of the bank.

4. Creditors shall be given a registration receipt by the receiver on the registering of a claim, which receipt shall be conclusive evidence of registration.

Article 87 Admission of claims

1. Only claims that are registered in accordance with Article 86 may be admitted by the receiver, except that claims on account of deposits recorded in the books or records of the bank shall be admitted for the amounts so recorded without requiring registration.

2. Registered claims recorded in the books or records of the bank shall be admitted by the receiver as recorded without further proof, except that claims registered for an amount that is less than the amount recorded by the bank shall be admitted only for the lesser amount.

3. Creditors of the bank with claims secured by a mortgage or lien resting on assets of the bank may register their claims for the amount by which the amount of the claim exceeds the expected sales value of the asset in a public auction or the market value as determined by an independent appraiser. Any claim so registered shall not be admitted until the auction has taken place or title to the asset has been otherwise transferred pursuant to Article 91.

4. Claims whose value is uncertain may be admitted for a value estimated by the receiver.

5. After examining the registered claims, the receiver shall record the claims admitted by the receiver on a list of admitted claims and the claims contested by the receiver on a list of contested claims specifying the reasons for the opposition. Registered claims contested in part shall be recorded on both lists for the admitted part and the contested part respectively. Both lists shall for each claimant specify name and address, the amounts of the claims, and whether the claims are secured by collateral; claims of equal ranking shall be listed together, in the order of their priority of payment.

6. Both lists shall be completed and submitted to the Tribunal for approval within 30 business days from the deadline for registration of claims. Thereafter, the receiver shall submit quarterly updated lists to the Tribunal for approval. Before approving the lists, the Tribunal may move claims from one list to the other in consultation with the receiver. The Tribunal may specify the evidence required for the approval of contested claims.

7. The Tribunal shall set dates for hearings where creditors whose claims are contested may submit evidence to prove their claims to the receiver and the Tribunal, provided that such

hearings shall be held not later than 40 business days after the date on which the list of contested claims is submitted to the Tribunal. Creditors shall be notified of the date of each hearing by mail and by notice placed by the receiver in the Official Publication. No creditor need be notified of a hearing by mail more than once for the same claim. Following the hearing, the Tribunal shall decide whether the contested claims shall be approved or rejected. Claims for which the creditor fails to appear at the hearing of which the creditor has been notified by mail shall be regarded as rejected. Creditors whose claims have been rejected shall be notified by the receiver in writing.

8. The approval by the Tribunal of claims shall be final. Claims approved by the Tribunal shall be removed from the list of admitted claims or the list of contested claims and be recorded on a list of approved claims kept by the Tribunal and the receiver. Creditors whose claims have been approved by the Tribunal shall be notified by the receiver in writing.

9. No payment shall be made by the receiver on account of claims that are rejected by the Tribunal. The creditor whose claim has been rejected by the Tribunal may appeal the decision of the Tribunal to the appropriate appellate court within two weeks after the date of receipt of notice of the decision.

Article 88 Set off and netting

1. Except as otherwise stated in this article, nothing in this Law and no decision made under this Law shall prevent or prohibit the set off by operation of law of obligations between a bankrupt bank and its contractual counterparties.

2. In determining the rights and obligations between a bankrupt bank and its contractual counterparties, effect shall be given to the termination provisions of eligible financial contracts between them. The net termination value determined in accordance with an eligible financial contract between them shall be a claim of the bank on the counterparty or shall be admitted after its registration as a claim of the counterparty on the bank. In this paragraph (2), "eligible financial contract" means any of the following agreements:

- a. a currency or interest rate swap agreement;
- b. a basis swap agreement;
- c. a spot, future, forward or other foreign exchange agreement;
- d. an agreement providing for a cap, collar or floor transaction;
- e. a commodity swap agreement;
- f. a forward rate agreement;
- g. a repurchase or reverse repurchase agreement;

- h. a spot, future, forward or other commodity agreement,
- i. an agreement to buy, sell, borrow or lend securities, to clear or settle securities transactions or to act as a depository for securities;
- j. any derivative, combination or option in respect of, or agreement similar to, an agreement referred to in sub-paragraphs (a) to (i);
- k. any master agreement in respect to an agreement referred to in sub-paragraphs (a) to (j);
- l. any master agreement in respect of a master agreement referred to in sub-paragraph (k);
- m. a guarantee of the liabilities under an agreement referred to in sub-paragraphs (a) to (l); and
- n. any agreement of a kind prescribed by regulation of the CBI;

and "net termination value" means the net amount obtained after setting off the mutual obligations between the parties to an eligible financial contract in accordance with its provisions.

3. Except as provided by Article 83, no set off shall be allowed with respect to claims acquired and debts assumed with respect to a bank after the Tribunal decision opening bankruptcy proceedings against the bank takes effect or with respect to claims acquired and debt assumed in bad faith before that decision takes effect.

Article 89 Termination of current contracts

All current contracts or portions of contracts of a bankrupt bank for the delivery of goods or services, including contracts of sale, rental and lease contracts, hire purchase contracts and employment contracts, may be terminated unilaterally by the receiver within a reasonable time after the petition for opening bankruptcy proceedings has been granted not to exceed 60 business days, provided, however, that any party or beneficiary to such contract may register a claim for compensation for breach of contract, which compensation shall be limited to direct compensatory damages up to the date of termination of such contract by the receiver, with interest to the date of payment, but which shall not include any punitive damages, damages for pain and suffering, or any damages for lost profits or lost opportunities.

Article 90 Negotiated settlements

With the prior approval of the CBI, the receiver for a bank may enter into and carry out negotiated settlements of claims with any creditor and debtor of the bank. No such settlement shall be subject to opposition, review or appeal.

Article 91 Secured claims

1. Assets securing an approved claim of a creditor against the bank shall be sold in a commercially reasonable manner and the secured creditor shall be deemed repaid in full to the extent that proceeds of the sale provide sufficient funds to cover the approved claim. If proceeds of the sale exceed the approved value of a claim, any such excess funds shall be remitted to the receiver for inclusion in the assets of the bank available for distribution to other creditors as provided in paragraph (1) of Article 92. If the proceeds of the sale are insufficient to satisfy the approved value of a claim in full, the balance shall be treated as an unsecured claim of the creditor against the bank pursuant to paragraph (1), sub-paragraph (f) of Article 92.

2. In the case of secured claims of the bank against other persons, if the claim is due on demand or is mature, or if the maturity of the claim can be accelerated, the assets securing the bank's claim shall be placed at the disposal of the receiver promptly upon the receiver's request. The assets shall be sold in a commercially reasonable manner and the bank shall be deemed repaid in full to the extent that the proceeds of the sale generate sufficient funds to cover the claim. If proceeds of the sale exceed the value of the bank's claim, any such excess funds shall be remitted to the owner of the assets. If the proceeds of the sale are insufficient to satisfy the value of the bank's claim in full, the receiver may proceed against the obligor to recover the deficiency. Secured claims of the bank against other persons that are not yet mature where the maturity cannot be accelerated under the terms of any applicable agreement may be sold by the receiver without the consent of such other persons.

3. Assets shall be deemed to have been sold in a commercially reasonable manner when they are disposed of as follows:

- a. securities, foreign currencies and other assets that can be readily sold at market sold in the markets where they are traded; and
- b. sold at public auction, provided that if the receiver determines that no reasonable price can be obtained for assets in a public auction, the CBI may authorize the receiver to sell the assets privately at a price approved by the CBI.

4. Any dispute between the receiver and a secured creditor as to the value of an asset securing a claim shall be resolved by the CBI unless the asset is sold at market or at public auction, in which event the sales price at market or at public auction shall be conclusive as to the value of the asset.

5. Notwithstanding paragraph (1) above, with respect to assets other than those set forth in paragraph 3, sub-paragraph (a), the receiver may satisfy the claim of any secured creditor by payment to such creditor without the need for a public auction. In such event, the receiver may rely on an appraisal of an independent third party of the assets in question.

Article 92 Priority of payments

1. The assets of a bankrupt bank shall be distributed among its creditors in the following order of priority:

- a. claims with regard to deposits that are not in the form of debt securities up to a maximum amount of 5 million *dinars* per depositor;
- b. all costs and expenses on account of the administration of the bankruptcy or the conservatorship;
- c. liabilities of the bank on account of conservatorship and rehabilitation;
- d. state and local taxes and state social security premiums due over a period of not more than one year preceding the date of the bankruptcy decision;
- e. salary payments to employees of the bank, excluding any remuneration of members of the board of directors, as accrued to the date of the decision to open bankruptcy proceedings;
- f. any claims of depositors not paid under sub-paragraph (a) together with claims of unsecured creditors, and
- g. any claims relating to subordinated debt.

2. Remaining assets shall be transferred to the owners of the bank pro rata to their respective ownership shares.

Article 93 Liquidation plan

1. Within 60 business days from the date of the decision of the Tribunal opening bankruptcy proceedings against a bank, the receiver shall prepare and submit to the CBI for its approval a detailed liquidation plan for the bank. The plan shall include:

- a. a current pro forma balance sheet showing the assets and liabilities of the bank valued at their estimated liquidation value and a pro forma balance sheet of the expected assets and liabilities of the bank at a date about three months later; the balance sheets shall show liabilities as admitted claims of creditors as well as approved claims and contested claims of creditors;
- b. quarterly statements of past and projected income and expenses of the bank;
- c. a progress report on the sale and on plans for the sale of major assets or groups of assets of the bank;

d. a report on the judicial or extrajudicial pursuit of claims of the bank, including court action to obtain annulment of fraudulent agreements and the transfers made and rights created by them;

e. a report on illegal activities of administrators of the bank and actions to obtain compensation for the bank;

f. a report on the continuation or termination of ongoing contracts, such as insurance, employment and service contracts of the bank, including a detailed analysis of financial provisions for bank employees;

g. a report on the liabilities of the bank and a schedule of expected payments to creditors of the bank during the next quarter; and

h. a report on the costs and expenses of the receivership as of the date of the liquidation plan, and an estimate of future costs and expenses.

2. The liquidation plan shall be updated quarterly. After its approval by the CBI, the liquidation plan shall be available for inspection by the creditors of the bank whose claims are included on the list of approved claims prepared pursuant to Article 87.

Article 94 Rehabilitation of bankrupt banks

No bankrupt bank shall be rehabilitated in whole or in part except as provided by Article 67.

Article 95 No compromise with creditors

Subject to the provisions of Article 90, there shall be no compromise or other arrangement with groups of creditors concerning a bankrupt bank.

Article 96 General meeting and committee of creditors

1. There shall be no general meeting of creditors concerning the liquidation of a bankrupt bank unless, at the request of the receiver, the CBI decides that such meeting is desirable to achieve an efficient liquidation of the bank.

2. There shall be no committee of creditors concerning the liquidation of a bankrupt bank unless, at the request of the receiver, the CBI decides that such committee is desirable to represent and protect significant interests of one or more classes or groups of creditors.

3. The CBI decisions authorizing a general meeting of creditors or a committee of creditors shall specify the tasks of the meeting or the committee and the scope of its activities.

Article 97 Immediate advances to depositors

Claims on account of demand deposits with a bankrupt bank that are not in the form of debt securities may be paid in advance of any other distribution to unsecured creditors up to a maximum amount of 5 million *dinars* per depositor.

Article 98 Distribution of payments

1. Subject to Article 92, approved claims shall be ranked and combined according to their priority of payment and recorded in a distribution schedule. Except for the provisions of Article 97, the amounts to be paid on claims of the same class shall be determined on the basis of the same percentage applied to the amount of available funds.
2. At any time, and consistent with Article 92, the receiver may propose and the CBI may approve a distribution schedule of payments to be made to creditors of the bank with approved claims.
3. Immediately after the approval of a distribution schedule by the CBI, the receiver shall make the payments listed in that distribution schedule. Amounts included in a distribution schedule that cannot be paid because the creditors cannot be identified or contacted shall be deposited in an account with the CBI. The receiver shall publish a notice in the Official Publication and two newspapers of general circulation inviting these creditors by name to come forward. The amounts so deposited shall remain available for payment to the creditors or their successors until the statute of limitations for the claims has run out, in which case the unpaid amounts shall be transferred to the State Treasury.

Article 99 Bankruptcy proceedings concerning branch or representative office

1. Bankruptcy proceedings may be opened against a domestic branch office or a domestic representative office of a foreign bank:
 - a. if any of the grounds listed in Article 71 applies to such office as if it were a separate legal entity; or
 - b. at the petition of the CBI, if bankruptcy proceedings have been opened against the foreign bank in the country where its head office is located or where it principally carries on business.
2. The provisions of this section shall apply to the domestic branch offices and domestic representative offices of a foreign bank as if all these offices together were to form a single legal entity. All assets, liabilities, acts and omissions of the foreign bank resulting from or otherwise relating to the business of any such office shall be attributed to that single entity in applying the provisions of this article. The receiver shall be authorized to take all actions with respect to such single entity as could be taken, were it to be a domestic bank, by the authorized manager or shareholders at the general meeting of shareholders.
3. At the time that the decision of the Tribunal opening bankruptcy proceedings against a domestic branch office or a domestic representative office of a foreign bank is served on that

office, the foreign bank shall cease all banking activities in Iraq, except for banking activities carried out by or with the prior written authorization of the receiver appointed for that office.

4. In its application in bankruptcy proceedings opened against an office of a foreign bank, Article 88 only applies to the set off and netting of obligations resulting from or otherwise relating to the business of the foreign bank in Iraq.

5. Bankruptcy proceedings in Iraq opened against an office of a foreign bank shall not limit the rights of creditors of the foreign bank to pursue foreign assets of that bank in satisfaction of their claims.

Article 100 Cross border bank insolvency

1. In order to promote equal access of domestic and foreign creditors to a universal pool of assets of a bankrupt bank with cross border activities:

a. if a bankrupt domestic bank has branch offices or representative offices in a foreign country, the CBI shall cooperate as much as possible with the authorities of that country;

b. if a creditor of a bankrupt domestic bank has received partial payment on its claims in a foreign country, the balance of its claims may be presented for payment together with costs incurred in the proceeding in Iraq;

c. the Financial Services Tribunal shall decide to what extent foreign bankruptcy decisions, conservation measures and bank rehabilitation measures concerning foreign banks should be recognized with respect to their domestic branch offices and representative offices; and

d. if a foreign bank is in liquidation in the country in which its head office is located or where it principally carries on business, the Tribunal may at the request of the CBI authorize the transfer to the liquidator in that country of such assets of the foreign bank as the CBI shall deem advisable and in the interest of the creditors of that bank.

2. A receiver or conservator for any bank shall be the sole representative of such bank, its branches, offices, and subsidiaries, wherever situated, and may take such action in the courts of Iraq or other jurisdictions, as may be necessary or appropriate to carry out the provisions of this Law.

Article 101 Consultations between the Financial Services Tribunal and CBI

Before taking any decision affecting a bank declared bankrupt, the Tribunal shall inform the CBI of its proposed decision and afford the CBI a reasonable opportunity to give its advice to the Tribunal concerning the proposed decision. In making its decision, the Tribunal shall take account of the advice of the CBI. In the event that the Tribunal rejects all or part of the

advice of the CBI, the decision shall describe the advice so rejected and give the grounds for the rejection.

Article 102 Termination of bankruptcy proceedings

1. Upon termination of the receiver's tasks, the receiver shall be discharged by decision of the Tribunal, but not before the receiver has prepared and submitted to the Tribunal a report of the receivership. The decision of discharge by the Tribunal shall direct where the books and records of the bank and the receivership shall be deposited.
2. The bankruptcy proceedings against a bank shall be terminated by decision of the Tribunal when all assets of the bank have been liquidated and the proceeds paid to the creditors of the bank or deposited with the CBI to remain available for payment to creditors of the bank pursuant to paragraph (3) of Article 98.
3. The decision of the Tribunal terminating bankruptcy proceedings against a bank shall be published by the Tribunal in the Official Publication.

Section 15 – Final Provisions

Article 103 Applicability of certain laws

The provisions of the Public Companies Law or any other law that may replace either of the aforesaid two laws shall apply to banks to the extent that these provisions do not conflict with the provisions of this Law and the Central Bank of Iraq Law and regulations and orders issued there under.

Article 104 Regulations

1. The CBI shall have the power to issue regulations, orders, guidance, and information to facilitate the implementation of this Law. Regulations, and any subsequent amendments thereof, shall be published in the Official Publication.
2. If the CBI proposes to issue a regulation pursuant to this Law, it shall publish a draft of the proposed text of the regulation in a form and in a manner determined by it to be best calculated to bring the proposed regulation to the attention of the domestic banking industry and the general public. The draft shall be accompanied by an explanation of the purpose of the proposed regulation and a request for comments within a specified time of not less than one month after the date of publication of the draft. The CBI shall have regard to any comment received and issue the final text of the regulation accompanied by an account in general terms of the comments. This procedure shall not apply if the delay involved would be a serious threat to the interests of the banking system, provided that such decision by the CBI shall be explained in the preamble to the regulation.

Article 105 Judicial review

1. Final orders and decisions of the CBI under this Law shall be subject to review in a court of law only as stipulated in this Law.

2. Any aggrieved party may, within 30 days following the date of receipt of the order or decision, or within such shorter period of time as is specified in this Law, appeal any final order or decision of the CBI:

- a. rejecting the application for a license or permit under paragraph (8) of Article 8;
- b. revoking the license or permit under Article 13; or
- c. imposing any measure or administrative penalty pursuant to paragraph (2) of Article 56

to the Tribunal, which must decide the appeal pursuant to the Central Bank of Iraq Law, provided that the filing of an appeal does not automatically result in a suspension of the revocation or any measures or administrative penalties imposed by the CBI.]

3. Tribunal decisions may be appealed for judicial review only as provided for in the Central Bank of Iraq Law.

4. Notwithstanding paragraph (2) above, in any case brought under Articles 59 through 102 of this Law, the Tribunal, or other appropriate court may award monetary damages, but shall not suspend, enjoin, terminate or bar any act of a conservator, receiver, the CBI or the State, except with respect to a decision by the Tribunal regarding the removal of a conservator under Article 63.

Article 106 Transitional provisions

1. The Post Office shall be exempted from the application of this Law through December 31, 2005.

2. Every bank that, on the date that this Law enters into effect, carries a banking license or permit issued by the CBI may continue to operate as a bank and shall be subject to the provisions of this Law.

3. Every bank that, on the date that this Law enters into effect, carries a banking license or permit shall provide the CBI with a list of shareholders as described in paragraph (2), sub-paragraph (e) of Article 5, and for each owner of a qualifying holding, including the ultimate beneficial owner of such qualifying holding, the information and an affidavit as described in paragraph (2), sub-paragraphs (d), (f) and (j) of Article 5, and such other information on their owners, in particular owners of a qualifying holding, as requested by the CBI, within one year of the law's entry into force.

4. The capital requirements set out in paragraph (1) of Article 14 and paragraph (1) of Article 16 shall not apply through December 31, 2005 for every bank that, on the date that

this Law enters into effect, carries a banking license or permit issued by the CBI and which has obtained the CBI's approval of a plan and timetable detailing the proposed increase of its capital by December 31, 2005.

5. The prohibition established in paragraph (2), sub-paragraph (b) of Article 30 shall not apply through December 31, 2005, provided that banks may not increase the aggregate outstanding principal amount of any such single large credit exposure exceeding the limit of 25 percent during that time.

6. Through December 31, 2004, banks are prohibited from engaging in active trading in equities for their own account and shall not acquire stocks, shares, or equity-linked bonds by means of purchase without the CBI's prior approval.

7. Notwithstanding the limit established in paragraph (3) of Article 60, through December 31, 2005, the term of appointment of a conservator may be extended for two further periods of up to 18 months each, provided that such appointment shall extend through June 30, 2007 at the latest.

8. Through December 31, 2004, the provisions of section 7 shall not apply to banks that are solely owned by the State, provided they are subject to a government audit by the Board of Supreme Audit.

Article 107 Relationships to other provisions of the laws of Iraq

1. Provisions in the Law of Companies that limit the percent of participation in companies is not applicable to shareholdings in banks.

2. In case of inconsistency with a provision of any other law of Iraq, this Law shall prevail.

Article 108 Entry into force

This law shall enter into force on the same date that the Order authorizing this law enters into force. Thereafter, this law shall be published in the Official Publication.

PROVISION CONTRACT AUTHORITY

CONTRACT FOR THE PROVISION OF CATERING SERVICES AT AL-TASFERAT DETENTION CENTRE AND RUSSAFA PRISON IN BAGHDAD

THIS CONTRACT IS BETWEEN

IRAQ CORRECTIONAL SERVICES, A DEPARTMENT OF THE MINISTRY OF JUSTICE (HEREIN AFTER REFERRED TO AS THE ICS)

AND Ghadeer. I.M. Abdel Jawad (Sudanese Passport 379959F)
of Mostafa, Section 504, Line 30, House 9, Baghdad.
(HEREIN AFTER REFERRED TO AS THE CONTRACTOR)

FOR THE CONTRACTOR TO PROVIDE THREE MEALS A DAY, SEVEN DAYS A WEEK FOR PRISONERS AT THE AL TASFERAT DETENTION CENTRE AND THE RUSSAFA PRISON IN ACCORDANCE WITH THE ATTACHED WEEKLY MENU

THE CONTRACTOR WILL COOK THE MEALS ON THE PREMISES AND WILL BE RESPONSIBLE FOR:

1. PROVIDING THE FOOD FOR THE PRISONERS IN EXCESS OF THEIR ALLOCATED RATIONS.
2. ENSURING THAT THE FOOD COMPLYS WITH THE MINIMUM NUTRITIONAL STANDARDS FOR IRAQ AND IS PREPARED IN ACCORDANCE WITH ACCEPTED HYGENIC STANDARDS.
3. EMPLOYING THE STAFF USED IN ACCORDANCE WITH THIS CONTRACT AND ENSURING THAT THEY COMPLY WITH THE SECURITY REQUIREMENTS OF THE DETENTION CENTRE and prison

THE ICS WILL

1. OBTAIN THE FOOD RATION FROM THE MINISTRY OF TRADE
2. PROVIDE THE CATERING EQUIPMENT
2. PAY THE CONTRACTOR US \$1.50 PER PRISONER FED PER DAY

THE CONTRACT WILL BE FOR SIX WEEKS COMMENCING WITH THE FIRST DAY ON WHICH CATERING SERVICES ARE PROVIDED to be renewable thereafter



ADMINISTRATIVE ADVISOR ICS

18 June 2003.

Ghadeer I.M. Abdel Jawad

THE CONTRACTOR

18 June 2003

A - Weekly Breakfast Meal:

No.	Meal	Qty.	Bread	Tea
1.	boild Eggs	2 eggs	2 Loafs	2 Large Glass
2	Soup	--	2 Loafs	2 Large Glass
3	white cheese	70-90 gm	2 Loafs	2 Large Glass
4	Yellow cheese	70-90 gm	2 Loafs	2 Large Glass
5	Soup	--	2 Loafs	2 Large Glass
6	Yogurt	200 gm	2 Loafs	2 Large Glass
7	white cheese	70-90 gm	2 Loafs	2 Large Glass

B Weekly Lunch Meal:-

No.	Meal	Qty	Soup & Others	Meat	Bread	Tea	Extra
1	Rice	150 gm	Bean	Meat 80-100 gm	2 Loafs	2 Glass	--
2	Rice	150 gm	Potato	--	2 Loafs	2 Glass	Fruit
3	Rice (Red)	200 gm	Yogurt	--	2 Loafs	2 Glass	--
4	Rice	150 gm	Soup	Meat 80-100 gm	2 Loafs	2 Glass	--
5	Rice	150 gm	Soup	--	2 Loafs	2 Glass	Fruit
6	Rice (Red)	200 gm	Yogurt	--	2 Loafs	2 Glass	--
7	Rice	150 gm	Soup	Meat 80-100 gm	2 Loafs	2 Glass	--

C - Weekly Dinner Meal:-

No.	Meal	Qty.	Extra 1	Extra 2	Bread	Tea	Extra 3
1	Hamburger	150 gm	Yogurt	Tomato	2 Loafs	1 Glass	--
2	boild Eggs	2 eggs	--	Tomato	2 Loafs	2 Glass	--
3	Cheese	150 gm	potato	Tomato	2 Loafs	1 Glass	--
4	Kebab	100 gm	potato	Tomato	2 Loafs	2 Glass	--
5	Hamburger	150 gm	potato	Tomato	2 Loafs	1 Glass	--

(2)

Received by Ghadeer IM Abdel Jawed
(Jordanian Passport No 379959 F) of Mostsrya,
Section 504, Line 30, House 9, Baghdad.

Deposit for the provision of catering services
in the sum of US\$1500 being
\$1000 for kitchen equipment and \$500
for food.

Full receipts and invoices to be provided.
Equipment to be obtained on behalf of
the Iraq Correction Services to whom the
equipment will belong.

غادة إم عبد الجواد

Ghadeer I M. Abdel Jawed

18/6/03

(2nd)

6. Caterer will
provide all plastic
plates, bowls, spoons,
and cups as needed.

7. Caterer will follow
agreed upon menu
until a change is authorized

3.0/day once
inventory of
plastic ware is
depleted.

(2nd)

4. Term of the
contract is 16
AUG until 31 OCT

5. Contract is
subject to negotiation
upon changeover to
new Iraqi Dinar.

(1st)

4. Term of the
Contract is ~~date~~
~~of contract until~~
15 AUG 03
25 JUN through

(1st)

2 contracts
like this:

2.5/~~day~~ 25 JUN
until 1 AUG 03

**CATERING CONTRACT
MEALS PROVIDED**

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1						
2						
3						
4						
5						
6						
7						

Meal Totals:

Al Tasferat: _____

Al Salhya: _____

Al Rusafa: _____

Juveniles: _____

Karkh Hospital: _____

Academy: _____

Meals per day Divisor
+ 3 =

TOTAL: _____

_____ meals @ \$3.00US

_____ Previous amount owed

CPA Prisons Rep. Signature: _____

Amount Paid Cash/Check on ____/____/____: _____

~~Amount Carried Forward to Next Week~~

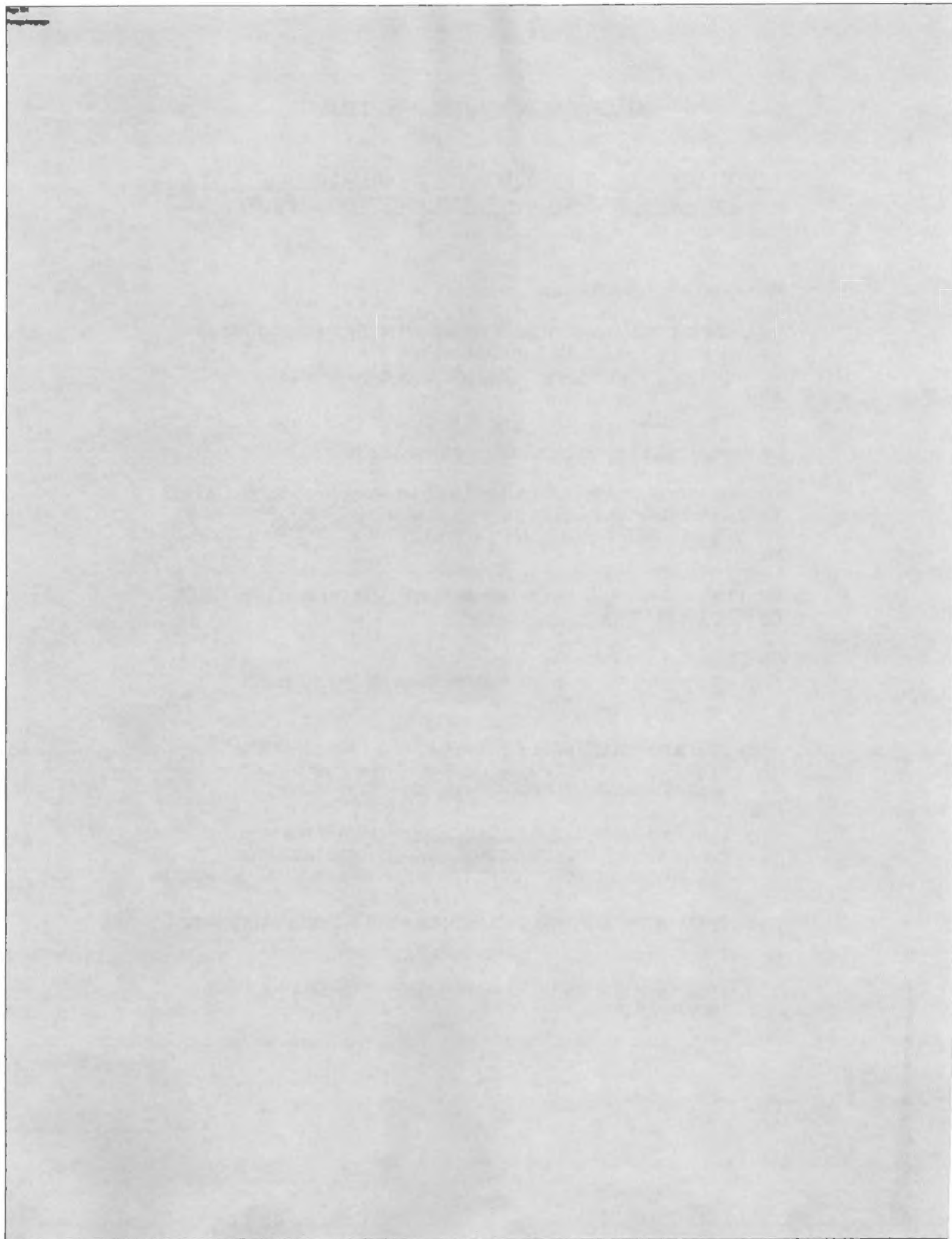
Contractor or Agent Signature: _____

Received Cash/Check Amount: _____

Date: ____/____/____

Prepared by: _____

Payment Worksheet and Receipt



COALITION PROVISIONAL AUTHORITY

CONTRACT FOR THE PROVISION OF CATERING SERVICES AT AL-
TASFERAT DETENTION CENTER AND RUSSAF PRISON IN
BAGHDAD

THIS CONTRACT IS BETWEEN

IRAQ CORRECTIONAL SERVICES, A DEPARTMENT OF THE MINISTRY OF
JUSTICE (HEREIN AFTER REFERRED TO AS ICS)

AND *Ghdeev Z.M. Add & Sawadeh*

Pass No. F 379959

(HEREIN AFTER REFERRED TO AS THE CONTRACTOR)

FOR THE CONTRACTOR TO PROVIDE THREE MEALS A DAY, SEVEN DAYS A
WEEK FOR PRISONERS AT THE AL- TASFERAT DETENTION CENTER AND
THE RUSSAFA PRISON IN ACCORDANCE WITH THE ATTACHED WEEKLY
MENU.

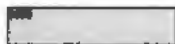
THE CONTRACTOR WILL COOK THE MEALS ON THE PREMISES AND WILL
BE RESPONSIBLE FOR:

1. PROVIDING FOOD TO THE PRISONERS IN EXCESS OF THEIR
ALLOCATED RATIONS.
2. ENSURING THAT THE FOOD COMPLYS WITH THE MINIMUM
NUTRITIONAL STANDARDS FOR IRAQ AND IS PREPARED IN
ACCORDANCE WITH EXCEPTED HYGENIC STANDARDS.
3. EMPLOYING THE STAFF USED IN ACCORDANCE WITH THIS
CONTRACT AND ENSURING THAT THEY COMPLY WITH THE
SECURITY REQUIREMENTS OF THE DETENTION CENTER AND PRISON.
4. TERM OF THE CONTRACT IS 16 AUGUST 2003 THROUGH 31 OCTOBER
2003
5. CONTRACT IS SUBJECT TO NEGOTIATION UPON CHANGE OVER TO
NEW IRAQI DINAR.

6. CATERER WILL PROVIDE ALL PLASTIC PLATES, BOWLS, SPOONS, AND CUPS AS NEEDED.
7. CATERER WILL FOLLOW APPROVED MENU UNTIL A CHANGE IS AUTHORIZED.

THE ICS WILL

1. OBTAIN THE FOOD RATIONS FROM THE MINISTRY OF TRADE
2. PROVIDE THE CATERING EQUIPMENT
3. PAY THE CONTRACTOR US \$3.0 PER PRISONER FED PER DAY ONCE INVENTORY OF PLASTIC WARE IS DEPLETED.



ADMINISTRATIVE ADVISOR, ICS

✓ hades 2-14

28.8

A large, stylized handwritten flourish or signature mark consisting of two sweeping, curved lines that meet at a point on the right side.

CATERING CONTRACT
MEALS PROVIDED

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1 22/11/03	1152	-	-	435	30	-
2 23/11/03	1146	138	1140	420	30	-
3 24/11/03	1125	138	1125	420	32	-
4 25/11/03	1185	138	1104	420	27	-
5 26/11/03	1170	98	1095	-	27	-
6 /	/	/	/	/	/	/
7 /	/	/	/	/	/	/

Meal Totals:

Al Tasferat: 5778Al Salhya: 512Al Rusafa: 4464Juveniles: 1695Karkh Hospital: 146Academy: -TOTAL: 12595

Meals per day Divisor
12595 = 4198.3

4198.3 meals @ \$3.00US

\$12,595 Previous amount owed \$6017.16

CPA Prisons Rep. Signature:

[Signature]

Amount Paid Cash/Check on 1/1/03: \$18602.00Amount Carried Forward to Next Week: -

Contractor or Agent Signature:

[Signature]

Received Cash/Check Amount:

\$18612

Date:

29/11/2003

Payment

PRB

18600.

KSB

12

18602

Prepared by:

[Signature]

Received \$435 being
overpayment of Juveniles
on 22/11/03

[Signature]

Document Worksheet and Receipt

29/11/03

A - Weekly Breakfast Meal:

No.	Meal	Qty.	Bread	Tea
1.	boiled Eggs	2 Eggs	2 Loafs	1 Large Glass
2	Soup	--	2 Loafs	1 Large Glass
3	white cheese	70-90 Gm	2 Loafs	1 Large Glass
4	Yellow cheese	70-90 Gm	2 Loafs	1 Large Glass
5	Soup	--	2 Loafs	1 Large Glass
6	Yogurt	200 Gm	2 Loafs	1 Large Glass
7	white cheese	70-90 Gm	2 Loafs	1 Large Glass

B Weekly Lunch Meal:-

No.	Meal	Qty	Soup ¹⁸ Others	Meat ¹⁸ Meat	Bread	Tea	Extra
1	Rice	150 Gm	Bean	80-100 Gm	2 Loafs	1 Glass	--
2	Rice	150 Gm	Potato	--	2 Loafs	1 Glass	Fruit
3	Rice (Red)	200 Gm	Yogurt	--	2 Loafs	1 Glass	--
4	Rice	150 Gm	Soup	Meat 80-100 Gm	2 Loafs	1 Glass	--
5	Rice	150 Gm	Soup	--	2 Loafs	1 Glass	Fruit
6	Rice (Red)	200 Gm	Yogurt	--	2 Loafs	1 Glass	--
7	Rice	150 Gm	Soup	Meat 80-100 Gm	2 Loafs	1 Glass	--

C - Weekly Dinner Meal:-

No.	Meal	Qty.	Extra 1	Extra 2	Bread	Tea	Extra 3
1	Hamburger	150 Gm	Yogurt	Tomato	2 Loafs	1 Glass	--
2	boiled Eggs	2 Eggs	--	Tomato	2 Loafs	1 Glass	--
3	Cheese	150 Gm	potato	Tomato	2 Loafs	1 Glass	--
4	Kebab	100 Gm	potato	Tomato	2 Loafs	1 Glass	--
5	Hamburger	150 Gm	potato	Tomato	2 Loafs	1 Glass	--

A - Weekly Breakfast Meal:

No.	Meal	Qty.	Bread	Tea
1	boild Eggs	2 Eggs	2 Loafs	1 Large Glass
2	Soup	--	2 Loafs	1 Large Glass
3	white cheese	20-90 Gm	2 Loafs	1 Large Glass
4	Yellow cheese	20-90 Gm	2 Loafs	1 Large Glass
5	Soup	--	2 Loafs	1 Large Glass
6	Yogurt	200 Gm	2 Loafs	1 Large Glass
7	white cheese	20-90 Gm	2 Loafs	1 Large Glass

B Weekly Lunch Meals -

No.	Meal	Qty	Soup & Others	Meat	Bread	Tea	Extra
1	Rice	130 Gm	Bean	Meat 80-100 Gm	2 Loafs	1 Glass	--
2	Rice	150 Gm	Potato	--	2 Loafs	1 Glass	Fruit
3	Rice (Red)	200 Gm	Yogurt	--	2 Loafs	1 Glass	--
4	Rice	150 Gm	Soup	Meat 80-100 Gm	2 Loafs	1 Glass	--
5	Rice	150 Gm	Soup	--	2 Loafs	1 Glass	Fruit
6	Rice (Red)	200 Gm	Yogurt	--	2 Loafs	1 Glass	--
7	Rice	150 Gm	Soup	Meat 80-100 Gm	2 Loafs	1 Glass	--

C - Weekly Dinner Meals -

No.	Meal	Qty.	Extra 1	Extra 2	Bread	Tea	Extra 3
1	Hamburger	150 Gm	Yogurt	Tomato	2 Loafs	1 Glass	--
2	boild Eggs	2 Eggs	--	Tomato	2 Loafs	1 Glass	--
3	Cheese	150 Gm	potato	Tomato	2 Loafs	1 Glass	--
4	Kebab	100 Gm	potato	Tomato	2 Loafs	1 Glass	--
5	Ham burger	150 Gm	potato	Tomato	2 Loafs	1 Glass	--

CATERING CONTRACT
MEALS PROVIDED22/11/03
2/2

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1 17/11/03	1209	144	1065	435	22	-
2 18/11/03	1184	144	1065	435	25	-
3 19/11/03	1166	135	1050	435	30	-
4 20/11/03	1180	118	1050	435	30	-
5 21/11/03	1155	122	1030	435	30	-
6 22/11/03	-	166	1030	435	-	-
7 -	-	-	-	-	-	-
Meal Totals:						

Al Tasferat: 5894

Al Salhya: 823

Al Rusafa: 6290

Juveniles: 2610

Karkh Hospital: 137

From Page 1
Academy: 20257

TOTAL: 36011

Meals per day Divisor
36011 ÷ 3 = 12003 2/3

12003 2/3 meals @ \$3.00US

= 36011.00

\$6.16

Previous amount owed

CPA Prisons Rep. Signature:

Amount Paid Cash/Check on 22/11/03: 30,000

Amount Carried Forward to Next Week:

~~\$6011.00~~
\$6017.16 ~~\$12000~~ E.R. &

Contractor or Agent Signature:

E.R. &

Received Cash/Check Amount:

\$30,000.

Date:

22/11/2003

Prepared by:

Payment Worksheet and Receipt

CATERING CONTRACT
MEALS PROVIDED

22/11/03 1/2

DD/MM/YY	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1 10/11/03	1236	146	1140	330	27	
2 11/11/03	1236	146	1140	360	21	
3 12/11/03	1233	146	1125	360	14	
4 13/11/03	1222	146	1125	375	27	
5 14/11/03	1235	146	1110	390	25	
6 15/11/03	1185	146	1110	420	19	
7 16/11/03	1215	146	1110	435	24	
Meal Totals:						

Al Tasferat: 8562Al Salhya: 1003Al Rusafa: 7360Juveniles: 2570Karkh Hospital: 157Academy: -TOTAL: 20257Meals per day Divisor
+3 =

see page 2

meals @ \$3.00US

Previous amount owed

CPA Prisons Rep. Signature: _____

Amount Paid Cash/Check on ____/____/____

Amount Carried Forward to Next Week: _____

Contractor or Agent Signature: _____

Received Cash/Check Amount: _____

Date: ____/____/____

CATERING CONTRACT MEALS PROVIDED

DO/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1 3/11/03	1263	196	540	300	21	
2 4/11/03	1141	199	540	285	18	
3 5/11/03	1260	111	528	285	24	
4 6/11/03	1254	188	504	279	22	
5 7/11/03	1251	180	718	300	28	
6 8/11/03	1251	187	975	330	30	
7 9/11/03	1236	184	975	330	29	

Meal Totals:

Al Tasferat: 8656Al Salhya: 1245Al Rusafa: 4780Juveniles: 2109Karkh Hospital: 172Academy: -

Meals per day Divisor
16962 ÷ 3 = 5654

~~TOTAL: 16962~~

5654 meals @ \$3.00US

16962

~~4416~~ Previous amount owed

CPA Prisons Rep. Signature:

Amount Paid Cash/Check on 11/11/03: \$17,000~~Amount Carried Forward to Next Week~~~~\$4416~~

Contractor or Agent Signature:

E.P.:

Received Cash/Check Amount:

\$17,000

Date:

11/11/2003Prepared by: 

Payment Worksheet and Receipt

CATERING CONTRACT
MEALS PROVIDED

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1 27/10/03	942	180	489	360	34	
2 28/10/03	936	191	489	360	31	
3 29/10/03	975	189	474	351	30	
4 30/10/03	1265	189	462	311	30	
5 31/10/03	1275	195	462	300	30	
6 1/11/03	1275	177	522	300	18	
7 2/11/03	1275	180	522	300	21	

Meal Totals:

Al Tasferat: 7943Al Salhya: 1301Al Rusafa: 3420Juveniles: 2282Karkh Hospital: 194Academy: ~~15140~~

Meals per day Divisor
$15140 \div 3 = 5046 \frac{2}{3}$

5046 $\frac{2}{3}$ meals @ \$3.00US

15140

~~4.16~~ Previous amount owed

CPA Prisons Rep. Signature:

Amount Paid Cash/Check on 3 / 11 / 03: \$ 15100~~Amount Carried Forward to Next Week: 42.16~~

Contractor or Agent Signature:

P. P. 8

Received Cash/Check Amount:

\$ 15,100.Date: 3 / 11 / 2003

Prepared by:

Payment Worksheet and Receipt

CATERING CONTRACT MEALS PROVIDED

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy
1						
2						
3						
4						
5						
6						
7						

Meal Totals:

Al Tasferat: _____

Al Salhya: _____

Al Rusafa: _____

Juveniles: _____

Karkh Hospital: _____

Academy: _____

Meals per day Divisor
+ 3 =

10/20/2007

meals @ \$3.00US

Previous amount owed

CPA Prisons Rep. Signature: _____

Amount Paid Cash/Check on ____/____/____; _____

Amount Owed Forward To Next Week

Contractor or Agent Signature: _____

Received Cash/Check Amount: _____

Date: ____/____/____

Prepared by: _____

Payment Worksheet and Receipt

**CATERING CONTRACT
MEALS PROVIDED**

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1						
2						
3						
4						
5						
6						
7						

Meal Totals:

Al Tasferat: _____

Al Salhya: _____

Al Rusafa: _____

Juveniles: _____

Karkh Hospital: _____

Academy: _____

Meals per day Divisor
+ 3 =

meals @ \$3.00US

Previous amount owed

CPA Prisons Rep. Signature: _____

Amount Paid Cash/Check on ____/____/____: _____

Amount Carried Forward to Next Week

Contractor or Agent Signature: _____

Received Cash/Check Amount: _____

Date: ____/____/____

Prepared by: _____

Payment Worksheet and Receipt

CATERING CONTRACT
MEALS PROVIDED

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusafa:	Juveniles:	Karkh Hospital:	Academy:
1 ²⁰ 27/10/03	556	189	624	330	36	150
2 ²¹ 27/10/03	669	198	624	270	36	150
3 ²² 27/10/03	612	183	221	270	36	150
4 ²³ 27/10/03	610	190	598	360	44	X
5 ²⁴ 27/10/03	735	190	711	360	33	X
6 ²⁵ 27/10/03	900	204	564	282	36	150
7 ²⁶ 27/10/03	900	180	564	272	40	150
Meal Totals:	5,012	1,334	3,906	2,144	244	750

Academy: 750
 Al Tasferat: 5,012
 Al Salhya: 1,334
 Al Rusafa: 3,906
 Karkh: 261
 Juveniles: 2,144

13,407

Meals per day Divisor	
13407 ÷ 3	= 4469

4,469 meals

@ \$3.00US

13,407

Previous amount owed

13,407

Signature: 111

Amount Paid Cash/Check on 27/10/03:

27,900

(includes we 19/10/03)

Amount Carried Forward to Next Week:

33.16

Signature:

Received Cash/Check Amount:

Date: 27/10/2003

\$29 overpayment = missing week
 report/in wrong
 order.

\$4.16 is amount carried forward

Prepared by:

Payment Worksheet and Receipt

CATERING CONTRACT
MEALS PROVIDED

DD/MM/YY:	Al Tasferat:	Al Salhya:	Al Rusefa:	Juveniles:	Karkh Hospital	Academy:
13/10/03	685	163	752	330	28	180
2/10/03	705	197	726	330	33	180
3/10/03	666	202	725	330	32	160
4/10/03	663	174	722	330	33	160
5/10/03	645	162	719	330	30	X
6/10/03	659	192	692	330	33	150
7/10/03	694	181	636	330	37	150
Meal Totals:	4717	1271	4972	2310	26	980

Academy:

Al Tasferat: 4717

Al Salhya: 1271

Al Rusefa: 4972

Juveniles 2310

13270

226
980

1200

1206

402

Meals per day Divisor

13270 ÷ 3 = 4423.33

4423.33 meals @ \$3.00US 1,206 13270

402 meals 23

50.16 Previous amount owed

13320.16

14,526.16

\$27,900 (includes 27,900 WE 24/10/03)

Amount Paid Cash/Check on 27/10/03:

Amount Carried Forward to Next Week:

Signature:

P.P.E

Received Cash/Check Amount:

Date: 27.10.2003

Prepared by:

Payment Worksheet and Receipt

CATERING CONTRACT

JUVENILE TASFERAT SALHYA RUSAKA ACADEMY

6/14/03	210	900	228	810	130
7/10/03	310	810	143	804	130
8/10/03	390	945	166	780	130
9/10/03	390	945	170	778	130
10/10/03	390	936	157	774	130
11/10/03	390	715	168	774	130
12/10/03	390	915	172	771	130
	2,600	6,166	1,204	5,491	910

Meal Totals:

Juveniles - 2,600
 Tasferat - 6,166
 Salhya - 1,204
 Rusaka - 5,491
 Academy - 910

16,371

Meals Per Day Division

$$16,371 \div 3 = 5,457$$

$$5,457 \text{ meals} @ \$3.00 \text{ U.S.} = \$16,371$$

\$50.16 Prev. amt owed

\$16,421.16

Signature:



Amount Paid Cash 14/10/13: \$16,400.00

Amount Carried Forward: \$21.16

Signature:



Received Cash Amount: \$16,400

Date: 14-10-2003



COALITION PROVISIONAL AUTHORITY

CONTRACT FOR THE PROVISION OF CATERING SERVICES AT AL-
TASFERAT DETENTION CENTER AND RUSSAF PRISON IN
BAGHDAD

THIS CONTRACT IS BETWEEN

IRAQ CORRECTIONAL SERVICES, A DEPARTMENT OF THE MINISTRY OF
JUSTICE (HEREIN AFTER REFERRED TO AS ICS)

AND Ghadeer I.M. A M d d d Jawaded
Pass No. 6 37 9959

(HEREIN AFTER REFERRED TO AS THE CONTRACTOR)


FOR THE CONTRACTOR TO PROVIDE THREE MEALS A DAY, SEVEN DAYS A
WEEK FOR PRISONERS AT THE AL- TASFERAT DETENTION CENTER AND
THE RUSSAFA PRISON IN ACCORDANCE WITH THE ATTACHED WEEKLY
MENU.

THE CONTRACTOR WILL COOK THE MEALS ON THE PREMISES AND WILL
BE RESPONSIBLE FOR:

1. PROVIDING FOOD TO THE PRISONERS IN EXCESS OF THEIR
ALLOCATED RATIONS.
2. ENSURING THAT THE FOOD COMPLYS WITH THE MINIMUM
NUTRITIONAL STANDARDS FOR IRAQ AND IS PREPARED IN
ACCORDANCE WITH EXPECTED HYGENIC STANDARDS.
3. EMPLOYING THE STAFF USED IN ACCORDANCE WITH THIS
CONTRACT AND ENSURING THAT THEY COMPLY WITH THE
SECURITY REQUIREMENTS OF THE DETENTION CENTER AND PRISON.
4. TERM OF THE CONTRACT IS 25 JULY 2003 THROUGH 15 AUGUST 2003.

THE ICS WILL

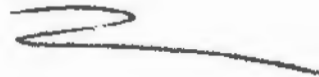
1. OBTAIN THE FOOD RATIONS FROM THE MINISTRY OF TRADE
2. PROVIDE THE CATERING EQUIPMENT
3. PAY THE CONTRACTOR US \$2.5 PER PRISONER FED PER DAY



ADMINISTRATIVE ADVISOR, ICS

Ghadeer S.M

2.8.8



A - Weekly Breakfast Meal:

No.	Meal	Qts.	Bread	Tea
1.	boild Eggs	2 Eggs	2 Loafs	1 Large Glass
2	Soup	--	2 Loafs	1 Large Glass
3	white cheese	20-90 Gm	2 Loafs	1 Large Glass
4	Yellow cheese	20-90 Gm	2 Loafs	1 Large Glass
5	Soup	--	2 Loafs	1 Large Glass
6	Yogurt	200 Gm	2 Loafs	1 Large Glass
7	white cheese	20-90 Gm	2 Loafs	1 Large Glass

B Weekly Lunch Meal:-

No.	Meal	Qty	Soup ^{pg} others	Meat Meat	Bread	Tea	Extra
1	Rice	130 Gm	Beam	80-100 Gm	2 Loafs	1 Glass	--
2	Rice	150 Gm	Potato	--	2 Loafs	1 Glass	Fruit
3	Rice (Red)	200 Gm	Yogurt	--	2 Loafs	1 Glass	--
4	Rice	150 Gm	Soup	Meat 80-100 Gm	2 Loafs	1 Glass	--
5	Rice	150 Gm	Soup	--	2 Loafs	1 Glass	Fruit
6	Rice (Red)	200 Gm	Yogurt	--	2 Loafs	1 Glass	--
7	Rice	150 Gm	Soup	Meat 80-100 Gm	2 Loafs	1 Glass	--

C - Weekly Dinner Meal:-

No.	Meal	Qty	Extra 1	Extra 2	Bread	Tea	Extra 3
1	Hamburger	150 Gm	Yogurt	Tomato	2 Loafs	1 Glass	--
2	boild Eggs	2 Eggs	--	Tomato	2 Loafs	1 Glass	--
3	Cheese	150 Gm	potato	Tomato	2 Loafs	1 Glass	--
4	Kebab	100 Gm	potato	Tomato	2 Loafs	1 Glass	--
5	the burger	150 Gm	potato	Tomato / nahi	1 Glass	--	--

1

} Paid
21/11/73

Catering Contractor AL- TASFERAT Meals Provided

Initial of catering supervisor	total	Evening meal	Middy meal	Breakfast	Date
	730	310	310	310	29-9
	720	305	305	310	30-9
	720	305	305	310	1-10
	915	305	305	305	2-10
	945	315	315	315	3-10
	910	300	305	305	4-10
	900	300	300	300	5-10
	900	300	300	300	6-10
	810	270	270	270	7-10
	945	315	315	315	8-10
	945	315	315	315	9-10
	936	312	312	312	10-10
	815	235	240	240	11-10
	795	255	245	215	12-10
	685	225	225	235	13-10
	705	235	235	235	14-10
	666	220	223	223	15-10
	663	215	223	225	16-10
	645	215	215	215	17-10
	659	220	220	219	18-10
	694	225	225	244	19-10


Paid

600

14/10

Paid
27


Catering Contractor Al-Saleeha Meal Provided

Initial of Catering supervisor	Total	Evening Meal	Midday Meal	Breakfast	Date
	253	88	84	81	29-9
	279	93	93	93	30-9
	273	90	90	93	1-10
	267	85	91	91	2-10
	269	92	92	85	3-10
	266	90	92	85	4-10
	266	88	90	90	5-10
	228	48	90	90	6-10
	143	49	48	48	7-10
	155	55	56	55	8-10
	170	55	60	55	9-10
	157	52	52	53	10-10
	168	47	66	55	11-10
	172	56	60	55	12-10
					13-10



Paid

6 OCT 3

14/10/03

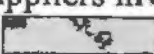
To be completed by the contractor or the site supervisor and attached to the suppliers invoice for payment, which should be addressed to Mr.  the Prison Department, and the Ministry of Justice.

Catering Contractor *Academy* Meal Provided

Initial of Catering supervisor	Total	Evening Meal	Midday Meal	Breakfast	Date
	130	/	130	/	27-9
	130	/	130	/	28-9
	130	/	130	/	29-9
	130	/	130	/	30-9
	130	/	130	/	1-10
	130	/	130	/	2-10
	130	/	130	/	3-10
	130	/	130	/	4-10
	130	/	130	/	5-10
	130	/	130	/	6-10
	130	/	130	/	7-10
	130	/	130	/	8-10
	200	/	200	/	11-10
	200	/	200	/	12-10

PAID
600

14/10

To be completed by the contractor or the site supervisor and attached to the suppliers invoice for payment, which should be addressed to Mr.  the Prison Department, and the Ministry of Justice.

Catering Contractor AL-RUSFA

Meals Provided

Initial of catering supervisor	total	Evening meal	Middy meal	Breakfast	Date
CFH	810	270	270	270	6-10
CFH	804	264	270	270	7-10
CFH	780	260	264	264	8-10
CFH	778	258	260	260	9-10
CFH	774	258	258	258	10-10
CFH	774	258	258	258	11-10
CFH	771	255	258	258	12-10
CFH	752	242	255	255	13-10
CFH	726	242	242	242	14-10
CFH	725	241	242	242	15-10
CFH	722	240	241	241	16-10
CFH	719	239	240	240	17-10
CFH	692	214	239	239	18-10
CFH	636	208	214	214	19-10
CFH	624	208	208	208	20-10
CFH	624	208	208	208	21-10
CFH	221	205	208	208	22-10
CFH	598	188	205	205	23-10
CFH	711	188	335	188	24-10
CFH	564	188	188	188	25-10
CFH	564	188	188	188	26-10
CFH	---	---	---	188	27-10

19/10/10

PAID

27/10/10

PAID

27/10/10

CATERING CONTRACTOR AL KARH HOSPITAL MEALS PROVIDED

Initial of catering supervisor	Total	Evening meal	Middy meal	Breakfast Meal	Date
	28	9	9	10	13-10-2003
	33	11	11	11	14-10-2003
	32	11	11	10	15-10-2003
	33	11	11	11	16-10-2003
	30	10	10	10	17-10-2003
	33	11	11	11	18-10-2003
	37	13	13	11	19-10-2003
	36	12	12	12	20-10-2003
	36	12	12	12	21-10-2003
	36	12	12	12	22-10-2003
	44	14	13	17	23-10-2003
	33	11	11	11	24-10-2003
	36	12	12	12	25-10-2003
	40	14	13	13	26-10-2003
	34	11	11	12	27-10-2003
	31	10	10	11	28-10-2003
	30	10	10	10	29-10-2003
	30	10	10	10	30-10-2003
	30	10	10	10	31-10-2003
	10	6	6	6	1-11-2003
	21	7	7	7	2-11-2003
	21	7	7	7	3-11-2003
	18	6	6	6	4-11-2003
	24	9	8	7	5-11-2003
	22	8	8	6	6-11-2003
	28	9	9	10	7-11-2003
	30	10	10	10	8-11-2003
	29	9	10	10	9-11-2003

Paid

27/10

Paid

27/10

Paid

3/11

11/

CATERING CONTRACTOR AL TASFERAT MEALS PROVIDED

Initial of catering	Total	Evening meal	Middy meal	Breakfast Meal	Date
	586	191	197	198	20-10-2003
	669	223	223	223	21-10-2003
	612	204	203	205	22-10-2003
	510	202	204	204	23-10-2003
	735	205	225	205	24-10-2003
	900	300	300	300	25-10-2003
	900	300	300	300	26-10-2003
	942	314	314	314	27-10-2003
	936	312	312	312	28-10-2003
	975	355	310	310	29-10-2003
	1265	425	425	425	30-10-2003
	1275	425	425	425	31-10-2003
	1225	425	425	425	1-11-2003
	1275	425	425	425	2-11-2003
	1263	421	421	421	3-11-2003
	1141	319	397	425	4-11-2003
	1260	420	420	420	5-11-2003
	1254	415	415	415	6-11-2003
	1251	417	417	417	7-11-2003
	1251	417	417	417	8-11-2003
	1236	412	412	412	9-11-2003
	1236	412	412	412	10-11-2003
	1236	412	412	412	11-11-2003
	1233	411	411	411	12-11-2003
	1222	409	409	409	13-11-2003
	1235	415	415	415	14-11-2003
	1185	395	395	395	15-11-2003
	1215	405	405	405	16-11-2003

Paid

27/10

Paid 3/11

Paid 10/11

Paid 27/11

CATERING CONTRACTOR AL RUSFA MEALS PROVIDED

Initial of catering supervisor	Total	Evening meal	Middy meal	Breakfast Meal	Date
	489	163	163	163	22-10-2003
	489	163	163	163	28-10-2003
	474	158	158	158	29-10-2003
	462	154	154	154	30-10-2003
	462	154	154	154	31-10-2003
	522	174	174	174	1-11-2003
	522	174	174	174	2-11-2003
	540	180	180	180	3-11-2003
	540	180	180	180	4-11-2003
	528	168	168	168	5-11-2003
	504	168	168	168	6-11-2003
	718	325	225	168	7-11-2003
	975	325	325	325	8-11-2003
	975	325	325	225	9-11-2003
	1140	380	380	380	10-11-2003
	1140	380	380	380	11-11-2003
	1125	375	375	375	12-11-2003
	1125	375	375	375	13-11-2003
	1110	370	370	370	14-11-2003
	1110	370	370	370	15-11-2003
	1110	370	370	370	16-11-2003
	1065	355	355	355	17-11-2003
	1065	355	355	355	18-11-2003
	1050	350	350	350	19-11-2003
	1050	350	350	350	20-11-2003
	1030	330	330	330	21-11-2003
	1030	330	330	330	22-11-2003

Paid 3/11/03

Paid 11/11/03

Paid

Initial of catering supervisor	Total	Evening meals	Middy meal	Breakfast meal	Date
	1 44	18	48	48	10-11-2003
	1 44	48	48	48	11-11-2003
	1 44	48	48	48	12-11-2003
	1 44	48	48	48	13-11-2003
	1 44	48	48	48	14-11-2003
	1 44	48	48	48	15-11-2003
	1 44	48	48	48	16-11-2003
	1 44	48	48	48	17-11-2003
	1 44	48	48	48	18-11-2003
	135	43	48	39	19-11-2003
	118	39	39	40	20-11-2003
	122	41	41	40	21-11-2003
	160 *	40	40	40	22-11-2003
	136	46	46	46	23-11-2003
	136	46	46	46	24-11-2003
	138	46	46	46	25-11-2003
	138	46	46	46	26-11-2003
	(240)				
	293				

22/4/03

27/11/03

[illegible]

27/11/03

Recd

23

Initial of catering supervisor	Total	Evening meals	Middy meal	Breakfast meal	Date
	27	10	8	9	10-11-2003
	21	7	6	8	11-11-2003
	14	5	6	10	12-11-2003
	22	9	10	8	13-11-2003
	25	9	8	8	14-11-2003
	19	6	6	7	15-11-2003
	24	7	8	9	16-11-2003
	22	7	6	10	17-11-2003
	25	6	10	9	18-11-2003
	20	10	10	10	19-11-2003
	30	10	10	10	20-11-2003
	30	10	10	10	21-11-2003
	30	10	10	10	22-11-2003
	30	10	10	10	23-11-2003
	27	9	10	9	24-11-2003
	27	9	10	9	25-11-2003
	27	9	10	9	26-11-2003

25/11/87

Catering Contractor AL_Tasferrat Juvenir

Infimem Faeslit Meal Provided

Initial catering supervisor	Total	Evening meal	Midday Meal	Breakfast	Date
	300	100	100	100	3-11-2003
	285	95	95	95	4-11-2003
	275	95	95	95	5-11-2003
	279	93	93	93	6-11-2003
	300	100	100	100	7-11-2003
	330	110	110	110	8-11-2003
	330	110	110	110	9-11-2003
	330	110	110	110	10-11-2003
	360	120	120	120	11-11-2003
	360	120	120	120	12-11-2003
	375	125	125	125	13-11-2003
	390	130	130	130	14-11-2003
	420	140	140	140	15-11-2003
	435	145	145	145	16-11-2003
	435	145	145	145	17-11-2003
	435	145	145	145	18-11-2003
	435	145	145	145	19-11-2003
	435	145	145	145	20-11-2003
	435	145	145	145	21-11-2003
	435	145	145	145	22-11-2003
	420	140	140	140	23-11-2003
	420	140	140	140	24-11-2003
	420	140	140	140	25-11-2003
	—	—	—	—	26-11-2003

Paid -
11/11/03.

Paid

22/11/03

Date		Vouchers	Total	Purchases	Meal
16/06/2003			200		
18/06/2003	Ghadeer		1,500		500
19/06/2003			1,000		
19/06/2003	Deposit for Prison Officers Uniforms		1,000		
19/06/2003	Deposit for mattresses and bed linen		1,000		
19/06/2003	Paid in personal funds		13		
19/06/2003	Mr Ghazee Pumps for Abu Gharab		213		
19/06/2003			500		
22/06/2003	Beds & Furniture for Al Tasferat		1,200		
23/06/2003	Personal Hygiene Products Al Tasferat		200		
25/06/2003	Balance for beds		900		
25/06/2003	Disposable plates, cutlery etc		250		
25/06/2003	Change from drivers		20		
28/06/2003	Catering at Al Tasferat 2 days		1,000		
29/06/2003			900		
29/06/2003	Repayment to of \$13		13		
30/06/2003			500		
30/06/2003	Personal Hygiene Products Al Tasferat		500		
24/06/2003	Disposable plates, cutlery etc		200		
28/06/2003	Personal Hygiene Products Al Tasferat		200		
28/06/2003	Sundry equipment for Al Tasferat		450		
30/06/2003	Towels etc for Tasferat		500		
01/07/2003	Copy Machine		1,000		
01/07/2003	Copy machine 250 Bus Repair 225		475		
01/07/2003	Towels etc for Tasferat		1,000		
01/07/2003	Money returned from		233		
01/07/2003	Money returned by Drivers		11		
02/07/2003	Ghadeer		3,200		
02/07/2003	Balance for mattresses and pillows		5,600		
02/07/2003	Materials for Al Tasferat		300		
06/07/2003	Bunks		1,000		
06/07/2003	Matresses, Pillows		450		
06/07/2003	Bunks		1,000		
07/07/2003	Bunks 200 Tyres 75		275		
07/07/2003	Refund from drivers		23		
08/07/2003	Ghadeer		4,500		
09/07/2003	Deposit for 20 chairs		200		
09/07/2003	Deposit for 20 office desks		200		
09/07/2003	Deposit for airconditioners		1,000		
09/07/2003	20 typing chairs paid in full		620		
09/07/2003	Drivers for supplies to Al Tasferat		150		
09/07/2003	Deposit for mattresses and bed linen		5,000		
09/07/2003	Part payment uniforms		1,600		
10/07/2003	Director of Juveniles balance for furniture		1,300		
10/07/2003	Driver Taha balance paid for airconditioners		4,600		
10/07/2003	Drivers for supplies to Abu Gariab		1,100		
11/07/2003	Drivers for supplies to Abu Gariab		500		
12/07/2003	Metalwork 2300, Float for		2,550		
12/07/2003	for Drivers		2,000		
12/07/2003	Part payment Power Plant		30,000		
14/07/2003	Refund from drivers		174		
14/07/2003	Refund from		1,200		
14/07/2003	Ghadeer		5,400		
16/07/2003	Deposit for Nissan buses		45,000		
17/07/2003	Bunk Beds Al Tasferat		4,000		
17/07/2003	Chair and Stool Samples		7		
17/07/2003	Abu Gharab Repairs Tasferat swamp coolers		105,500		
17/07/2003	Kitchen Al Tasferat		25,800		
20/07/2003	Final Payment Uniforms		1,450		
21/07/2003	Al Tasferat and Al Saiyhaya		450		
21/07/2003	700 stools		1,575		
21/07/2003	Electrical Supplies for Dawoodie		55		
26/07/2003	Plates, spoons and paper cups		376		
27/07/2003	Final Payment 8 Nissan Buses		78,000		
28/07/2003	Electrical Supplies		200		
28/07/2003	Plates, spoons and paper cups		200		
29/07/2003	Al Hilleh Expenses		66,623		
30/07/2003	Handcuffs		20,000		
30/07/2003	Plates, spoons and paper cups		1,002		

Date		Vouchers	Total	Purchases	Meal
16/06/2003		✓ 1	200		
18/06/2003	Ghadeer	✓ 2	1,500		500
19/06/2003		✓ 1	1,000		
19/06/2003	Deposit for Prison Officers Uniforms	✓ 3	1,000		
19/06/2003	Deposit for mattresses and bed linen		1,000		
19/06/2003	Paid in personal funds	✓	13		
19/06/2003	Mr Ghazee Pumps for Abu Gharaib	✓ 5	213		
19/06/2003		✓ 1	500		
22/06/2003	Beds & Furniture for Al Tasferat	✓ 1	1,200		
23/06/2003	Personal Hygiene Products Al Tasferat	✓	200	191.5	
25/06/2003	Balance for beds	✓ 1	900		
25/06/2003	Disposable plates, cutlery etc 74 + 188	✓ 6	250	252	
25/06/2003	Change from drivers	✓	20		
28/06/2003	Catering at Al Tasferat 2 days	✓ 6	1,000		
29/06/2003		✓ 1	900		
29/06/2003	Repayment to [redacted] of \$13	✓	13		
30/06/2003		✓ 1	500		
30/06/2003	Personal Hygiene Products Al Tasferat		500		
24/06/2003	Disposable plates, cutlery etc	✓ 10	200	→ 185 → \$20 returned	
28/06/2003	Personal Hygiene Products Al Tasferat	✓	200		\$8?
28/06/2003	Sundry equipment for Al Tasferat	✓	450	→ ✓	
30/06/2003	Towels etc for Tasferat		500		
01/07/2003	Copy Machine	✓ 3	1,000		
01/07/2003	Copy machine 250 Bus Repair 225	✓	475		
01/07/2003	Towels etc for Tasferat		1,000		
01/07/2003	Money returned from [redacted]	✓	233		
01/07/2003	Money returned by Drivers	✓	11		
02/07/2003	Ghadeer	✓	3,200		
02/07/2003	Balance for mattresses and pillows	✓	5,600		
02/07/2003	Materials for Al Tasferat		300		
06/07/2003	Bunks	✓	1,000		
06/07/2003	Matresses, Pillows	✓	450		
06/07/2003	Bunks	✓	1,000		
07/07/2003	Bunks 200 Tyres 75	✓	275		
07/07/2003	Refund from drivers	✓	23		
08/07/2003	Ghadeer	✓	4,500		
09/07/2003	Deposit for 20 chairs	✓	200		
09/07/2003	Deposit for 20 office desks	✓	200		
09/07/2003	Deposit for airconditioners	✓	1,000		
09/07/2003	20 typing chairs paid in full	✓	620		
09/07/2003	Drivers for supplies to Al Tasferat	✓	150		
09/07/2003	Deposit for mattresses and bed linen	✓	5,000		
09/07/2003	Part payment uniforms	✓	1,600		
10/07/2003	Director of Juveniles balance for furniture		1,300	→ Need receipts	
10/07/2003	Driver Taha balance paid for airconditioners		4,600		
10/07/2003	Drivers for supplies to Abu Gariab		1,100		
11/07/2003	Drivers for supplies to Abu Gariab		500		
12/07/2003	Metalwork 2300, Float for [redacted]	✓	2,550		
12/07/2003	for Drivers		2,000	→ Spent 626	
12/07/2003	Part payment Power Plant		30,000		
14/07/2003	Refund from drivers	✓	174	→ \$300	
14/07/2003	Refund from [redacted]	✓	1,200		
14/07/2003	Ghadeer	✓	5,400		
16/07/2003	Deposit for Nissan buses		45,000		
17/07/2003	Bunk Beds Al Tasferat	✓	4,000		
17/07/2003	Chair and Stool Samples	✓	7		
17/07/2003	Abu Gharaib Repairs Tasferat swamp coolers		105,500		
17/07/2003	Kitchen Al Tasferat		25,800		
20/07/2003	Final Payment Uniforms	✓	1,450	✓	
21/07/2003	Al Tasferat and Al Satyhaya		450		
21/07/2003	700 stools		1,575		
21/07/2003	Electrical Supplies for Dawoodie		55		
26/07/2003	Plates, spoons and paper cups	✓	376	✓	
27/07/2003	Final Payment 8 Nissan Buses		78,000		
28/07/2003	Electrical Supplies		200		
28/07/2003	Plates, spoons and paper cups		200	→ 54	
29/07/2003	Al Hillah Expenses	✓	66,623		
30/07/2003	Handcuffs		20,000		
30/07/2003	Plates, spoons and paper cups		1,002	→ Receipt to be provided	

27/7/03 Ghadeer.

14410.

25/6/03 Safe?

250.

PRB #	AMOUNT	DESCRIPTION / LOCATION	P.O.C.	STATUS
15	\$126,623	HILLAH		SPENT / RECEIPTS 161 ^{100%} 100% ^{in fresh data}
48	\$82,908	KAZAMIYAH		INVOICES / RECEIPTS
50	\$66,140	TASFERAT / RUSAF		\$ 5,000 INV / RECEIPTS & INVOICES
199	\$22,190	KITCHEN @ RUSAF		RECEIPTS (NOT INVOICES)
174	\$22,500	KAZAMIYAH		NOT DRAWN / RECEIPTS & INVOICES(?)
353	\$25,800	KITCHEN @ TASFERAT		RECEIPT NOT INVOICE
370	\$810,754	\$ 123,000 ON BUSES		OTHER RECEIPTS / INVOICES, A.P.
137	\$198,380	MED & WELF		RECEIPTS
136	\$198,000	BEDS & HYGIENE		RECEIPTS
135	\$199,350	UNIFORMS		RECEIPTS
120	\$48,000	KARKH		NOT DRAWN / RECEIPTS ^{100%} 100% ^{in fresh data}
186	\$2,900,000	BADUSH		WHO DREW THE 3 AM ? / RECEIPTS & INVOICES
223	\$12,000	INVOICE 800PE ^{100%} 100% ^{in fresh data}		RECEIPTS 20% ^{100%} 100% ^{in fresh data} / INVOICE / S.O.W
229	1,755,500	Baghdad CENTRAL		

Purchase List for Taha and Hameed:

700 stools (400 Al Tasferat; 300 Abu Ghraib)

Shampoo for 400

200 trash bags

20 squeegees

20 buckets

20 mops

20 brooms

20 PineSol (floor soap: for mopping)

20 bleach

200 light bulbs: 60w, 220/230v with clockwise threading; brand used at Al Tasferat is

Surya

10 extension cords

4 trash cans

10 boxes of soap

10 cans, 5 gallon size for water

10 cans, 5 gallon size for fuel

cleaning rags/cloths/towels

Light bulbs are highest priority

One half of all items, except stools, go to Al Tasferat and one half to Al Sayha

- Following The prices of the required Articles with respect.

1. Wardrobes } as the enclosure receipts.

2. hand cutts. } not available

3. Sausps

4. Shampoo } as the enclosure receipts.

5. Tooth brush

6. Tooth. Past

7. Generator 250 KVA

A. Germany Generator (Duet2) price = 25,000 \$

B. Egypt " (Cummins) " = 10,000 \$

8. Torch light 2 AA battery price = 1000 ID with battery

9. Big locks } as the enclosure receipt.

10. S.sted chains

11. dishes } one dozen = 100 dishes uprice X 4000 ID

12. Spoons } " " " 100 spoon uprice X 2000 ID

13. cups } cups(glass) uprice X cup = 500 ID

14. Radio } not available.

Taha Yasin Shaleh
Car driver.

Car No 128 labour

Hamed Mohamed Ali
Car driver

Car No 161 labour

5, ReConnection or Inventory

We discover an Electromotor out of order
in Al-hassferat building in Al-Russaffer
and this material as the following

1 Axial fan (out of order) 6

2 Fan Cooler motor (out of order) 3

Hamzeel Mohamed
Ali
Electrician

Receipt

1 Record The Following materials

- 1/ 200 pin-lamps 60 watt
- 2/ 200 screened-lamps 60 watt
- 3/ 200 curved holder for pin-lamp
- 4/ 2 electrical strips 8 lines 9m
- 5/ 8 electrical strips 8 lines 3m
- ~~6/ plastic~~
- 6/ 10 plastic pal
- 7/ 4 recycle Bin
- 8/ 20 big vough Smeaper The vod
- 9/ 20 cotton wiper don water
- 10/ 10 Container 35/litter (yellow)
- 11/ 10 container 20/litter (white)
- 12/ 7 dozen detergent
- 13/ 10 boxes Samps

(13) Pargraphe

Made SALH Damed
29 June 2003

CERTIFICATION OF RECEIPT OF PRISON DEPARTMENT FUNDS

This is to certify that I have today received the amount of fifty thousand dollars (\$50,000) for safekeeping on account of the Prisons Department from [REDACTED]

Dated: 19 November, 2003



\$30,000 returned and placed in safe.
\$50,000 held by [REDACTED] for use by RMP to provide emergency funds. Unused balance to be obtained from CPA South / May [REDACTED] / May [REDACTED] when prison team visit in December.

Received \$30,000

Gmaishu.

OR DAUER
CPA (S)



COALITION PROVISIONAL AUTHORITY
BAGHDAD

November 17, 2003

MEMORANDUM FOR Judge Ali Hussein Al-Shimeri, the Director General for Administration at the Ministry of Justice, Lamia Adela Mahmod, Chief Accountant Ministry of Justice and Seebo Sarkis Seebo the Chief Accountant for the Prison Department

THROUGH: Judge [REDACTED] Senior Advisor, Ministry of Justice [REDACTED]

SUBJECT: Approval of Transfer of the US\$80,000 cash to the Prison Department in Basrah Governorate.

I approve the transfer of US\$80,000 from the operating budget of the Prison Department to the Ministry of Justice Prison Department in Basrah Governorate for the operating expenses of the Prison Department Ministry of Justice.

The sum of US\$80,000 is to be collected in cash on Tuesday 18th November by Mr Sarkis Seebo Sarkis for transfer to the Prison Department in Basrah Governorate.

The money is required urgently in Basrah as the Department of Prisons has not had access to it's budgeted funds and is essential for the security and good order of the prison.

I would be obliged if you would ensure that the necessary formalities are completed as quickly as possible and that if there are any questions they are referred to Mr [REDACTED] Finance and Administration Advisor, Prison Department, Ministry of Justice. Telephone: [REDACTED]

[REDACTED]

Senior Advisor
Coalition Provisional Authority
Prison Department
Ministry of Justice

UNCLASSIFIED




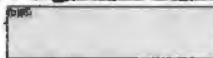
Accounting Records

Date	Vouchers	Total	Purchases
18/06/2003		200	
18/06/2003	Ghadeer	1500	
19/06/2003		1000	
19/06/2003	Deposit for Prison Officers Uniforms	1000	
19/06/2003	Deposit for mattresses and bed linen	1000	
19/06/2003	Paid in personal funds	-13	
19/06/2003	Mr Ghazee Pumps for Abu Gharab	213	
19/06/2003		500	
22/06/2003	Beds & Furniture for Al Tasferat	1200	
23/06/2003	Personal Hygiene Products Al Tasferat	200	
25/06/2003	Balance for beds	900	
25/06/2003	Disposable plates, cutlery etc	250	
25/06/2003	Change from drivers	-20	
28/06/2003	Catering at Al Tasferat 2 days	1000	
29/06/2003		900	
29/06/2003	Repayment to of \$13	13	
30/06/2003		500	
30/06/2003	Personal Hygiene Products Al Tasferat	500	
24/06/2003	Disposable plates, cutlery etc	200	
28/06/2003	Personal Hygiene Products Al Tasferat	200	
28/06/2003	Sundry equipment for Al Tasferat	450	
30/06/2003	Towels etc for Tasferat	500	
01/07/2003	Copy Machine	1000	
01/07/2003	Copy machine 250 Bus Repair 225	475	
01/07/2003	Towels etc for Tasferat	1000	
01/07/2003	Money returned from	-233	
01/07/2003	Money returned by Drivers	-11	
02/07/2003	Ghadeer	3200	
02/07/2003	Balance for mattresses and pillows	5600	
02/07/2003	Materials for Al Tasferat	300	
06/07/2003	Bunks	1000	
06/07/2003	Matresses, Pillows	450	
06/07/2003	Bunks	1000	
07/07/2003	Bunks 200 Tyres 75	275	
07/07/2003	Refund from drivers	-23	
08/07/2003	Ghadeer	4500	
09/07/2003	Deposit for 20 chairs	200	
09/07/2003	Deposit for 20 office desks	200	
09/07/2003	Deposit for airconditioners	1000	
09/07/2003	20 typing chairs paid in full	620	
09/07/2003	Drivers for supplies to Al Tasferat	150	
08/07/2003	Deposit for mattresses and bed linen	5000	
09/07/2003	Part payment uniforms	1600	
10/07/2003	Director of Juveniles balance for furniture	1300	
10/07/2003	Driver Taha balance paid for airconditioners	4600	
10/07/2003	Drivers for supplies to Abu Gharab	1100	
11/07/2003	Drivers for supplies to Abu Gharab	500	
12/07/2003	Metalwork 2300, Float for	2550	
12/07/2003	for Drivers	2000	
12/07/2003	Part payment Power Plant	30000	
14/07/2003	Refund from drivers	-174	
14/07/2003	Refund from	-1200	
14/07/2003	Ghadeer	5400	
		85572	

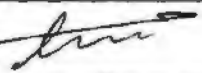
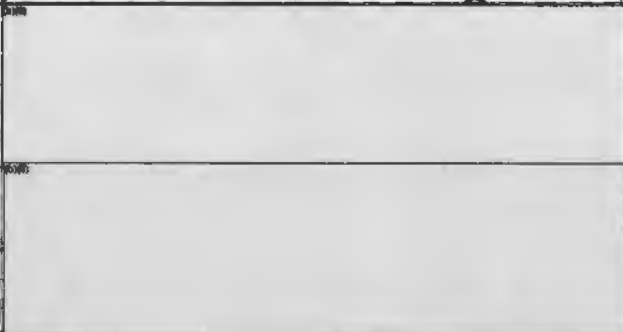


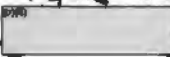
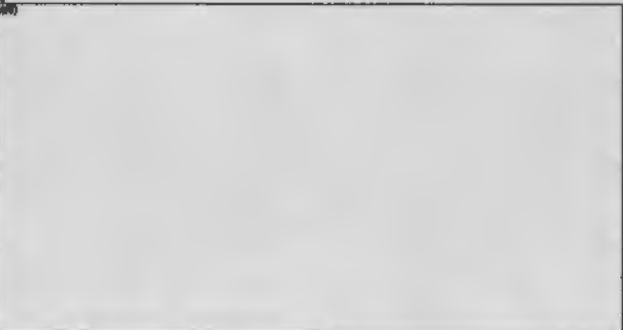


Draw down

Date	Total
16/06/2003 PE001/03	10000
16/06/2003 PE002/03	10000
16/06/2003 PE003/03	10000
08/07/2003 PE001/03	30000
08/07/2003 PE002/03	30000
08/07/2003 PE003/03	20000
	110000

IRAQ CORRECTION SERVICE
PAYMENT SHEET

	Date	Name	Signature	Purpose of Payment	Amount (US\$)
14	28/6	Ghadeer 2 PM		Payment for food Al Tasferat 26 and 27 June 2003	1000.
15	29/6			PAYMENT FOR BEDS TASFERAT	\$ 900
16	29/6			Repayment of money lent Item 6	13
17	30/6			OFFICE FURNITURE TASFERAT	\$ 500
18	30/6			Money given for towels, toothbrushes hygiene products per Al Tasferat/Al Sayid	500.
19	24/6			Money for plates/spoons	200
20	28/6			Soaps, Shampoos, tooth paste etc	200
21	30/6	Drivers		change	(ID 250)
22	1/7			Copy Machine Tasferat	\$ 1000
23	1/7			Balance on photocopier 250 Balance on clutch ^{repairs to} bus 225	\$ 475
24	1/7			Receival from  returned money paid on a/c	(\$ 233 + I.D.)
25	1/7	Drivers	Return of money	change from drivers re 30/6 No 18	(\$ 11 + ID 500)

IRAQ CORRECTION SERVICE
PAYMENT SHEET

	Date	Name	Signature	Purpose of Payment	Amount (US\$)
	6/1/03	Thair A. AL-Masry		Balance due for mattresses pillow etc.	450
	6/7			1000 	1000
	7/7			Bunks 200 Tyres 75	275
	8/7			For the first batch of shirts ^{+Trousers} + shorts	1600
	8/7			deposit for the second contract of the mattresses.	5000
	12/7			Lockers / Frontgate metal work 2300 Float for  Al Taserat 250	2550
	13/7			Float for Drivers Paid 500 12/7 PS 300 12/7	2000
	12/7			ADVANCE FOR POWER DISTO PLANT	30,000
	14/7			Returned float	(1200)
	14/7	Taha o Hameed Drivers		Returned change.	(174) + (ID75)
	14/7	Ghadeer		Catering Contract 8/7/03 - 13/7/03	5400

Rasheed Bank.
General Company.

Date - Jun - 21 - 2003

10428

Cashed Document.

Debtor	No.		Coffer
Creditor	No.		

Details	Dinnar	Fils
value of 10 dollars	10000	
value of 50 dollars The account with the name of Mr. LARRY DuBois	50000	
	Total. 60000 40	

The sign of
authoriz. d.

The sign of cashier.

A1 - Uzawee Shoat's

Ali Fadih Abid Ali and his brothers Basim and Haytham
to the Justice Ministry.

~~Bab Al Sheikh - Beside Al-hazali ~~grave~~
graveyard~~

Number	Details	The total amount
1	1000	1000
2	2000	2000
3	3000	3000
4	4000	4000
5	5000	5000
6	6000	6000
7	7000	7000
8	8000	8000
9	9000	9000
10	10000	10000
11	11000	11000
12	12000	12000
13	13000	13000
14	14000	14000
15	15000	15000
16	16000	16000
17	17000	17000
18	18000	18000
19	19000	19000
20	20000	20000
21	21000	21000
22	22000	22000
23	23000	23000
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40	40000	40000
41	41000	41000
42	42000	42000
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90	90000	90000
91	91000	91000
92	92000	92000
93	93000	93000
94	94000	94000
95	95000	95000
96	96000	96000
97	97000	97000
98	98000	98000
99	99000	99000
100	100000	100000

1	Wire Steel Metal	6000
	Japanese.	
1	large chances bolt	4500
1	middle chances bolt	3500
1	Japanese bolt	5000

Emergency Money Cap 7 2,150,000

Covers, shoes, pillows, pillows 36,080

2,113,920

Content of Abo grub

253,200

1,860,720

Money put in by MOS

* Nco count @ 1.10. 1,940,51,000

one billion one hundred forty one million and
fifty one thousand Iraqi dinars.

Includes
Emergency Funds

* @ USD 3882104

(2,021,384)

three million eight hundred eighty two thousand
and one hundred and four American dollars

* includes capital. ID 15 billion

** For both capital & operating expenses

= ID 7 billion / 2 mths

Above figure is for adults, Juveniles have no account
at present

Max 15 billion Section 8 - ID 8938 mill = capital

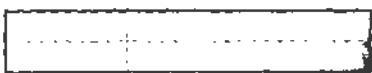
Date		ID	\$	Food
14/06/2003	Locks		14	
18/06/2003	Deposit for catering equipment 1000 food 500		1500	500
18/06/2003	Repairs for water pump	160,000	106	
18/06/2003	Repairs for water pump	160,000	107	
19/06/2003	Officers Uniforms		1000	
19/06/2003	Cleaning equipment and locks		165	
19/06/2003	Containers and cool box		35	
19/06/2003	Ice for inmates		30	
19/06/2003	Cleaning equipment		95	
19/06/2003	A4		4	
19/06/2003	Matresses and covers		1000	
22/06/2003	Furniture	350,000	233	
24/06/2003	Plates, spoons		188	188
25/06/2003	Beds		1800	
25/06/2003	Plates, spoons and trash bags		165	165
25/06/2003	Cups		74	74
27/06/2003	Beds		900	
28/06/2003	Cleaning equipment and containers		167	
28/06/2003	Electrical supplies		196	
28/06/2003	Hygiene		87	
28/06/2003	Food		1000	1000
01/07/2003	Towels		411	
01/07/2003	Clutch		225	
01/07/2003	Hygiene		78	
01/07/2003	Copy machine		1000	
01/07/2003	Copy machine		500	
01/07/2003	Bus Repair		500	
02/07/2003	Food		3200	3200
06/07/2003	Beds		600	
06/07/2003	Beds		400	
06/07/2003	Beds		1000	
07/07/2003	Matresses and covers		450	
08/07/2003	Beds		1000	
08/07/2003	Food		4500	
09/07/2003	Typing chairs		620	
09/07/2003	Officers uniforms		1600	
09/07/2003	Matresses and covers		5000	
09/07/2003	Deposit for air conditioners		1000	
09/07/2003	Deposit for office chairs		200	
10/07/2003	Plates, spoons		150	150
10/07/2003	GM Juveniles paid balance for office furniture		1300	
10/07/2003	Balance for airconditioners		4600	
11/07/2003	Sample waste baskets	10250	7	
12/07/2003	Beds		2300	
19/07/2003	Officers Uniforms - Balance		1450	
26/07/2003	Plates, spoons		376	376
28/07/2003	Plates, spoons	81250	54	
28/07/2003	General Ahmed Petty Cash		100	
07/08/2003	Beds		200	
	General Ahmed Furniture for office		500	
	Tyres for bus		75	
	Cleaning equipment and hygiene		65	
	General Ahmed vehicle repair		200	

Cleaning equipment and hygiene

65

42592



Beds	Uniforms	Furniture
	1000	
1800		
900		
600		
400		
1000		
450		
1000		
		620
	1600	
5000		
		200
		1300
2300		
	1450	
200		
		500



**IRAQ CORRECTION SERVICE
PAYMENT SHEET**

Date	Name	Signature	Purpose of Payment	Amount (US\$)
3/11/03			Catering Contract - Ghadeer -	15,100
12/11/03			Catering Contract - Ghadeer -	17,000
22/11/03			Catering Contract - Ghadeer -	30,000
29/11/03			Paid in \$12 to discharge catering Bill	(12)
29/11/03			Catering Contract - Ghadeer -	18,612
29/11/03	Ghadeer	-	Repaid over payment \$435 -	(435)
29/11/03			Repaid \$12 -	12
21/1/04			Down Payment for Rusafa projects: Academy Rusafa 425 (Annex)	\$100,000 US
31/1/04			Progress Pymt: Istakh barak (Al Sharba Al Hamsa)	\$10,000

IRAQ CORRECTION SERVICE
PAYMENT SHEET

Date	Name	Signature	Purpose of Payment	Amount (US\$)
	Ahmed Adnan (AJ)		To buy badging material: ^{Copier ink, laser printer ink, memory card, laminating sheet}	400.00
			Refund from AJ ↑	(180)
			Catering	18,800
			Catering	19,604 16.50
			Catering	18,182 THE FEB Balance (+)
			Payment for guards: Khan Bani Saad	749.00 by 3/26/03
			Catering - Ghadeer	16,555.00
			Khan Bani Saad Protection Closure	2,782
6/10/03			Catering Payment: Ghadeer	15,346
14/03/03			Catering Payment: Ghadeer	16,400
21/03/03			Catering Payment: Ghadeer	27,900

IRAQ CORRECTION SERVICE
PAYMENT SHEET

Name	Signature	Purpose of Payment	Amount (US\$)
[REDACTED]	[REDACTED]	Money towards airconditioning system Taken from Host 12/7/03	\$300
[REDACTED]	[REDACTED]	Rusafa Kitchen Final Payment	22,200
		REFUND OF MONEY (Graduation Food)	500 (9250 IQD)
		Printer Cartridges	\$110
		Paid to [REDACTED] Plaintiff's cost \$13750.	\$6250
		Refund of \$6250	\$100
		Balance of \$100 (\$60: \$40) repaid to [REDACTED] on personal funds paid on 6/8/05	17300
		Catering Contract - Rusafa	5000
[REDACTED]	[REDACTED]	Sundries for Salhya; Rusafa, Tasferat	7400
		Catering " " "	7400

5.14
US
\$105,1800

**IRAQ CORRECTION SERVICE
PAYMENT SHEET**

Date	Name	Signature	Purpose of Payment	Amount (US\$)
			Bunks, SAMI F. ABDULLA	\$40,000
			Catering Progress	\$3,500
			REFUND OF CATERING PROGRESS	(\$7,600)
			Return \$100 each to [redacted] (60840 still [redacted])	\$200
			Don't, etc.	
			Petty cash fund for [redacted] & Tasterat	\$2,000
			Computer Supplies: Badge System	\$2,000
			Return of [redacted] Funds to [redacted]	(\$5,000)
			[redacted] PROJECT	\$38,000
			Supplies for Al Hillah	\$1,500
			Tasterat: Supplies	\$2,000
			Food FOR GRADUATION	\$100
			REFUND OF BADGING	(\$280)
			Catering: Ghadeer	\$12,000

Refund to [redacted]

**IRAQ CORRECTION SERVICE
PAYMENT SHEET**

Date	Name	Signature	Purpose of Payment	Amount
16/11/03			Nissan Buses: 2 w/o screens plus downpayment	15,000
			Final Pymt: 50 Bunks Al Tasterat	4,000
			Chair and Stool Samples	7
			Purchase 400 Stools w/o Hammer	4,000
			Abu Ghraib repairs (see schedule) plus Tasterat	5,500
			Kitchen: Al Tasterat	5,000
			Final Pymt: Uniforms	1,000
			Tasterat & Salhya supplies	450
			700 stools (400 Tasterat; 300 Abu Ghraib)	1,000
			Electrical Supplies for Dowoodly	55
			Tamimi Global; Paper goods - Tasterat/Rus	375
			Final Pymt: 8 Nissan Buses	78,000
			Electrical Supplies	3,000
			Plates Bowls Spoons: Tasterat	200
			Final Pymt: Al Hilah	46,623
			Purchase of Handcuffs	20,000
			Plates, etc for Tasterat, Hussaba & Saleha	11,000
			Progress Pymt to Ghader: Catering Tasterat & Rus	4,400
			Final Pymt: 200 Comm. officer Applications	1,100
			180,000 prog. pymt Kitchen (Abu Ghraib)	180,000
			172,000 prog. pymt 2 Cells (Abu Ghraib)	172,000
			80,000 prog. pymt Karkh Det Center	80,000
			Prison: 3 Bldg contract	28,000
			Bed Pymt	34,000
			Catering	24,727
			Charge from [redacted]	(14) refund
			from 200 for plates	(14) refund
			from 1,000 for plates	(26) refund
			From [redacted] to buy supplies	(110) refund plus of [redacted]
			From [redacted] to buy supplies	(110) refund

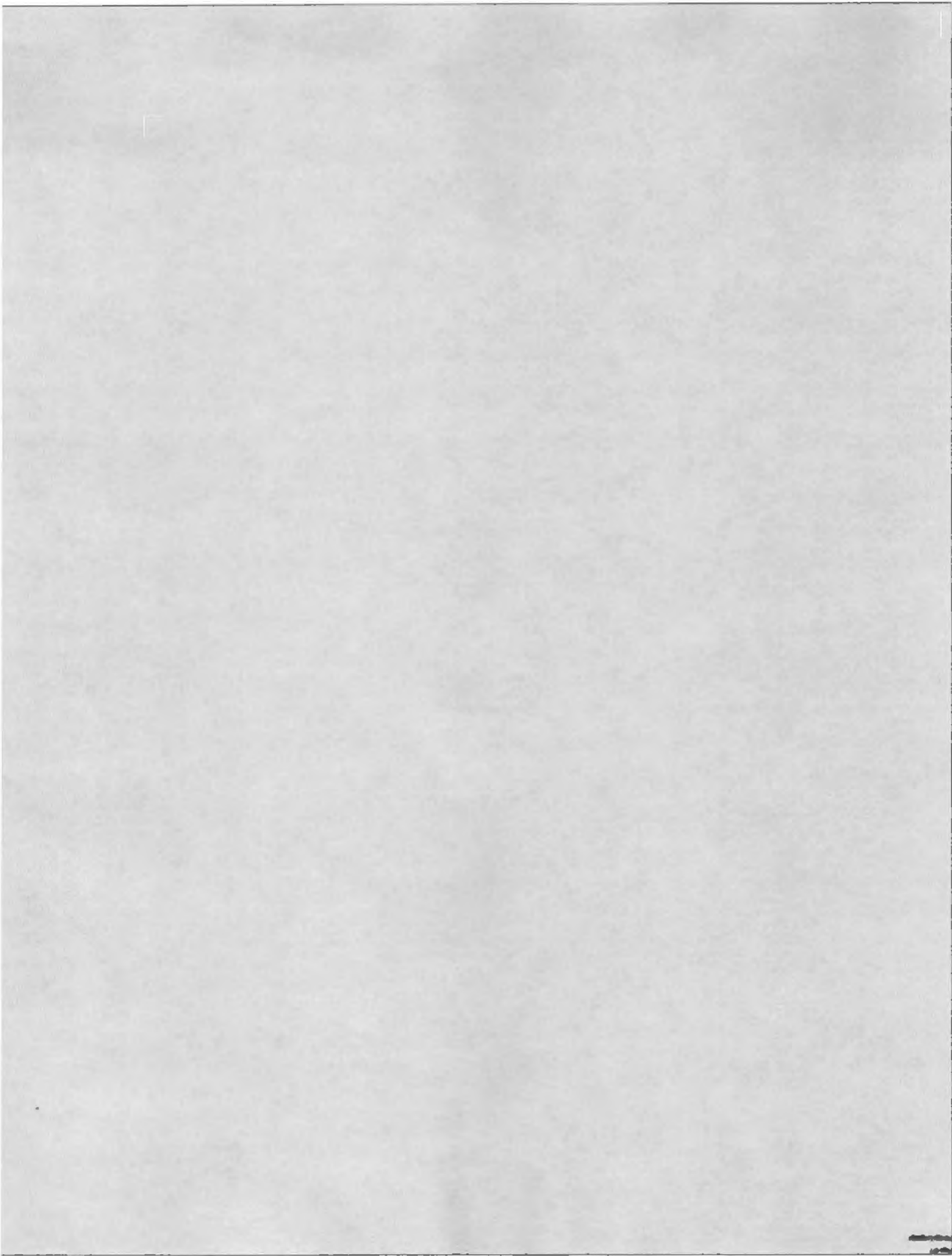
Change without

2.15M sent to bank

IRAQ CORRECTION SERVICE
PAYMENT SHEET

	Date	Name	Signature	Purpose of Payment	Amount (US\$)
1	16 JUNE 2003			RAKES, SHOVELS, BROOMS SAVIGES, BUCKET BLINPZETAL	\$200 ✓
2	18 June 2003	Ghadeer IM Abdel Jawed	see attached receipt	Deposit for kitchen equipment + food stuff for Al Tasferat DC.	1500 ✓
3	18 JUNE 2003			CASH ADVANCE FOR EQUIPT + SUPPLIES	\$1,000
4	19/6/03			Deposit for provision of Prison officer uniforms	\$1,000.
5	19/6/03			Deposit for provision of ²⁰⁰ mattresses pillows and covers to Al Tasferat Prison	\$1,000.
6	19/6/03			Paid In US\$13 from personal funds	\$(13)
7	19/6/03			Payment for Sewage Pump	\$213 ✓
8	19/6/03			to furnish sundry items for Lt. Sar.	\$500.
9.	22/6/03			Beds and also furniture for Al Tasferat	\$1200
10	23/6/03			Money for personal hygiene products for Al Tasferat.	\$200
11	25/6/03			Balance for beds - Invoice produced	\$400
12	25/6/03			Money for plates, cups bowls on plastic Bags	\$1250. ✓
13	24 and 25/6/03			Paid in \$20 + 10750	(\$20 + 10750)

\$7963 (33) (750)



IRAQI CORRECTIONAL DEPARTMENT
MINISTRY OF JUSTICE
COALITION PROVISIONAL AUTHORITY

PAYMENT TO THE IRAQI MEDICAL UNITED SOCIETY

The Iraqi Correctional Department offers to pay the Iraqi Medical Society the following in full and final settlement of all expenses incurred in

Invoice Number		Amount claimed	Amount Offered
42	Installation of transportation of generator	650,000	Nil
43	Assembly Fee and Maintenance	750,000	Nil
44	Coil for generator	1,350,000	Nil
45	Badly damaged generator.	\$15,000	Nil
46	Cleaning	400,000	Nil
47	Cleaning wash basins and waterways	150,000	Nil
48	Installing Air conditioning boxes	250,000	125,000
49	Electrical Work	480,000	240,000
50	Installing Glass	125,000	125,000
			490,000

The amount offered of ID 490,000 is in full and final settlement for the work done on the Dawoodie property belonging to the Ministry of Justice.

Agreed and received \$326 (Official exchange rate ID1500=\$1)

CHECKS CHEQUE

Abu Tread - 2 cheques for him

16/1/03 Emergency \$1,177,186 in bank | → Spend
Not including money held by us. | as we like?

Cyprus \$326,953 - Hoffman less amounts spent
9180 }
48,000 } safe

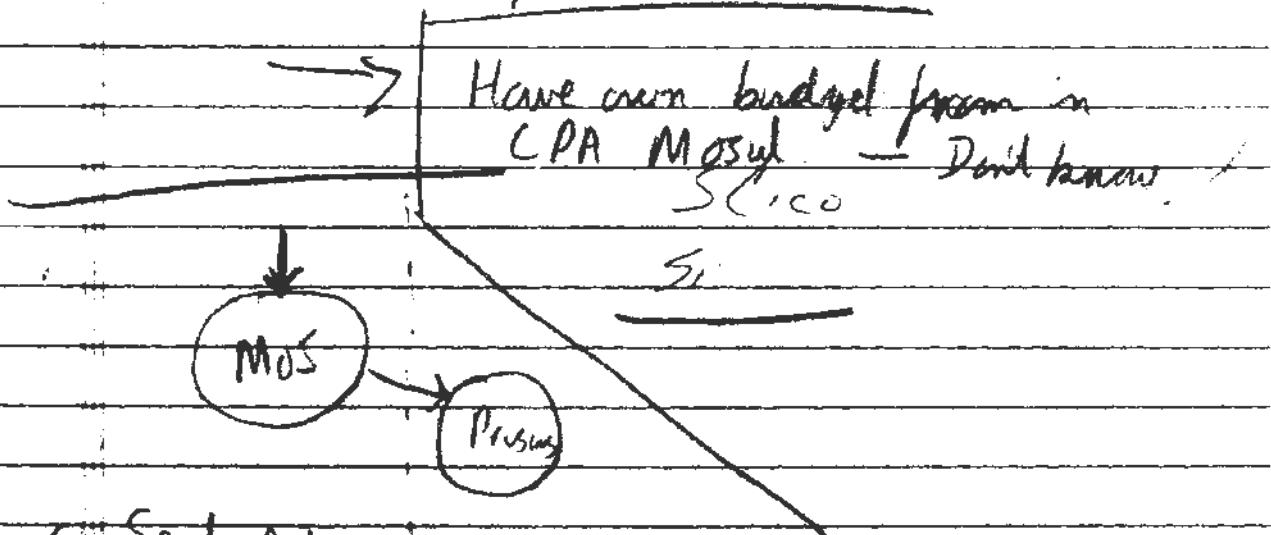
30/10/2003 ID 338,652,420 ID spent

20/10/2003 ID 1,602,398,580 Money in bank
Operating Expenses

Capital
US\$

IDIS billion → ID? 1 billion
\$625K → Al Amari

Meeting 5/10/03
Translated 10/10/03



FILE COPY

Please file Jammia

**OFFICE OF COALITION PROVISIONAL AUTHORITY
MINISTRY OF JUSTICE
IRAQI CORRECTIONS SERVICES
BAGHDAD, IRAQ, APO AE 09335**

12 July 2003

MEMORANDUM FOR: Ministry of Finance

SUBJECT: Request for Bank Account

1. Iraqi corrections Services (ICS) request an account at Al Rafidan Bank, Al Mansur Bank Branch.
2. Purpose of the account is to pay out funds obligated to vendors by various contracts to rebuild the Iraqi Prison System as approved under emergency CPA funding arrangements.
3. Signatories of the account will be one of:
 1. [REDACTED] (OCPA Primary)
 2. [REDACTED] (OCPA Secondary)
4. And one of:
 1. Sibbo Sarkis (Responsible Iraqi Citizen)
 2. Hameed Jabour Aboul
 3. Khazi Yaseem Taha
 4. Shaza Nema Abdul Saeed
5. Amount to be deposited will be \$588,700.
6. POC for this action is [REDACTED]

[REDACTED]

SENIOR PRISONS ADVISOR

Ministry of Justice

[Redacted]

Senior Advisor

Coalition Provisional Authority

July 2003

Account Manager

Al Rafadan Bank Headquarters Al Mansur Branch

Baghdad, Iraq

Dear Sir,

Please open a joint account for the Ministry of Justice and the Iraqi Prison Service for the purposes of managing the funds that will be used for the equipping various correctional facilities in Iraq. Those individuals who are approved for disbursement of funds are listed below.

For all withdrawals two signatures are required, one from the Coalition Provisional Authority and the other from the senior members of the prison department.

Thank you for your assistance in this matter.

Yours faithfully,

[Redacted]

Senior Advisor

Iraqi Correctional Service

Ministry of Justice

Coalition Provisional Authority

Authorised Signatures

**Office of Coalition Provisional Authority
Ministry of Justice, Iraqi Correctional Services
Baghdad, Iraq APO AE 09302**

7 August 2003

MEMORANDUM FOR RECORD

SUBJECT: Deposit of Emergency Funds

The purpose of this MFR is to memorialize yet another chapter in the saga that is ICS' attempt to deposit cash into an appropriate bank account.

[redacted] and I went to Al Rafidain Bank, Al Mansur Branch in order to supervise the drawing of July wages due to ICS employees. While there, Sarkies Sibo Sarkies, ICS Adults chief accountant, met with the branch manager in order to finalize our deposit appointment for 9 August 2003, Saturday. Although Sarkies had the Ministry of Finance letter directing the opening of the account, the manager stated that he would not without a letter from the bank president or DG.

Fortunately, [redacted] (MoF) happened to be at the bank and, with some difficulty, was able to convince the branch manager that he did not need the additional step. The manager is the same individual who refused to allow the deposit some time ago.

As you may recall, numerous attempts have been made to obtain all of the correct letters and to "jump through the hoops" necessary to open the account. The process has been tortuous at best.

[redacted]

CPT, MP, USA
Military Advisor, Finance and Administration

[redacted] **CPT, Dept. of Prisons**
From: [redacted] CPT, Dept. of Prisons
Sent: Sunday, July 20, 2003 10:55 AM
To: [redacted] (GS-15 Ministry of Finance)
Cc: [redacted] UK Ministry of Justice
Subject: Department of Prisons Bank Account and Budget

Good morning, [redacted]

I have two issues which need to be addressed and may be related to one another. A general description of the issues follows with more detail outlined below.

1. We need written authorization in order to deposit funds to an Iraqi bank.
2. We need information regarding Dept of Prisons budget funds and how to access those funds.

The first point ---

The manager of the Al Mansur branch of the Al Rafidan bank will not accept any funds for deposit without a written authorization from the bank president.

Issues we need addressed through the Ministry of Finance:

- Is an account established for Dept of Prisons in US dollars? We were informed by you that we are authorized the account and the paperwork was processed. The funds to be deposited were obtained through the Emergency Funding process. The branch manager stated that he did not have the paperwork necessary and refused to create an account and/or allow the deposit of the funds
- Which bank and branch are we to use?
- What is the account number?
- We need copies of:
 - o OCPA letter of authorization in English and Arabic
 - o Letter of authorization from the bank president for US dollars, for Dept of Prisons in English and in Arabic
 - o The letters must indicate that funds cannot be withdrawn unless there is one signature from OCPA/Dept of Prisons AND one signature from a responsible Iraqi within Dept of Prisons.
- Do you need a new letter identifying the authorized signatories?

The second point ---

- Is there an account somewhere for the Dept of Prisons budget?
- Will it be the same account as listed in the first point (the emergency funding account)?
- What is the account number and where do we obtain letters of authorization so that we can access the account?
- Will deposits be made automatically to the account, based on the monthly budget?
- If deposits do not happen automatically or electronically, how does the Dept of Prisons obtain those funds? When? Through what process?
- Will separate letters of authorization be required for budget accounts?

I realize that I am asking for a lot of detail, however, I was somewhat distressed to lead three MP teams and a number of Iraqi nationals to the Al Mansur branch of the Al Rafidan bank for the purpose of making a deposit

7/20/2003

of nearly \$3 million dollars; on a busy Saturday, in a crowded facility; only to find that we did not have an account when we thought we did.

I anxiously await your reply and assistance in this matter.

Thank you!

CPT [REDACTED]
494th MP DET/800th MP BDE
Dept. of Prisons, Ministry of Justice
Military Advisor, Finance and Administration

7/20/2003

Ministry of Justice



**Senior Advisor
Coalition Provisional Authority**

4 August 2003

Director General,
Accounts Department
Ministry of Finance
Baghdad, Iraq

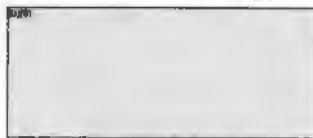
Dear Sir,

Please authorise the opening of a sub-account for the Ministry of Justice Iraqi Prison Service at the Al Mansur Branch of the Al Rafiden Bank for the purposes of managing the funds that will be used for equipping various correctional facilities in Iraq. Those individuals who are approved for disbursement of funds are listed below.

For all withdrawals three signatures are required.

Thank you for your assistance in this matter.

Yours faithfully,



Senior Advisor
Ministry of Justice
Coalition Provisional Authority

Authorised Signatures

	Ghazi Yasen Taha Acting General Manager Adults
	Sarkies Seebo Sarkies Accountant Adults Directorate
	Hameed Jabur Aboud Acting General Manager Juveniles

Ministry of justice
The adult Probation Department

2/ To the administrator [CPA]
S/Report

Your orders on Wednesday 13, 8, 2003
Concerning paragraph 1, women rehabilitation
Dept. in Kerdenia we would like to clarify the
following:-

The manager of women Dept. and the Director
of women detainees have not attended and the tasks
and duties of the 2 Dept. and explain. we attached
the work and duties of the Department and
the number of the employees and the position and
the job of every one. The work plan of the Dept.
depends on the new formula and the Directions of
your cadres which can be benefited or added to
some new means that match the Iraqi Social
Social position, and the ways that should be
followed without affecting the morale and

psychology of women without violating laws and
regulations in order to implement correctly the
rehabilitation starting on from building and
other services and using the correct and the new
means and methods in rehabilitating the inmates
as a useful member and society.

regarding your directions about the generator
in Al Darwoody Neerel quarters. after asking
the residents of houses adjacent to the building
we knew that the generator belongs to the municipal
Council of Al Darwoody.

and it was brought by the near mosque
after the 10/11/3, 2003. The Supervisor
that runs and manages it is the general in the
institute of deaf and dumb welfare.

The people using the generator pay
money for electricity and the money
is used for buying fuel and maintaining the
generator. 3000 I.D for each ampere.
an account for the emergency budget
was open at Al-Mansor branch / 57 with
2,150,000 \$, the number of the account
(153034).

A - The Director of adults and juvenile
Correction Office B - The adults accounts
director were authorized and Symbols
of the signature were taken by the bank
and the sum is allocated for the emergency budget.
We are waiting the directions about any new
developments about the 0.10 mentioned sum.
Spending now is subjected to the CPA.
The sums spent before depositing this
sum were by the Supervisors of CPA
financial affairs to meet the needs of
the prison Dept & Custody affairs
director & Taslat. The receipt of the
spent money are with the financial officials
of CPA. Concerning the paragraph 7 an
order was issued to form revision
Committee that include.

1. Farid Soheyl Asmarel
2. Basim Hamadi
3. Kasim Kasim Hamadi

The Committee is to register the assets
of the following Dept.

1-Tasferat 2-Saleha 3-Rissaffa and
4-Hilla Dept.

please put into your Consideration that
the authorization will be issued from you
(CPA) to allow to these gentlemen
to enter the Departments & in order to
revise and achieve their task.

with respect and appreciation

Attached

two reports for the departments of women
and detained women

Director general
Chazi Yasir Taha
19/8/2007

• Sarkies: Catering Contracts all around

• ~~MOS payroll, has duty pay, degree sports~~

• 2004 Allocations

• Proj Tracker D.B.: File #s, dates, cities

• 2005/2006 Financial Plan

• Sarkies

↳ Generator Ricks

↳ 150kv (10ea)
250kv (64ea)
750kv (7ea)

300kv

350kv

Abu Ghraib Invoices

↳ FILE

① Nat'l ID No.

② MILSA DB.

Access Limits:

Max. objects - 32,768

Modules - 1,000

Characters in Obj Name - 64

* of Columns in a table - 255
(MS SQL Server 6.5 & 7.0) 1,024

Actions in a macro - 999

* of char. in a condition - 255

* of char. in a comment - 255

* of char. in an action argument - 255

Object → Forms
Reports
Tables
Queries
Pages

Automated Tasks ← Macros
Modules

Collection of visual
basic declarations
and procedures stored
as a unit

1 Obj Box

2 Proc.

3 Proc.

4 Proc.

30.6.2003

Material	Qty	Price	X1000ID
clutch Disc	1	200	
clutch Tray	1	100	
clutch ball-bearing	1	60	
clutch base	1	40	
Break - Bunge	4	25	
Set of break-washers	1	15	
flex-pipe for break	1	10	
Set of Washers for front wheel	4	20	
Break - fluid	2	5	
maintenance		100	

five ~~hundred~~ hundred seventy five) 575000
thousand iraqi dinar)

383.33

Mat	Qty	Total Price
flex hose	1	6750
hand sweeper	2	3000
iron Drum	2	2500

12250

cleaning fees

12000

24250

Twenty four thousand two hundred
fifty dinars

16.17

Crown Wardrobe shop
 to Ministry of Justice
 Date 22/01/03

U. Price	Qty	Details	Total
350.000 ID	1	Iraqi Wardrobe type Dfsh complete Specification + 1. Door thickness = 6 mm 2. Rod " " = 4 mm 3. Mechanical Guard 4. Buck punching Sys. 5. St. steel shafts 6. Double links 7. Capacity 13 million ID	350.000 ID
This price with out carting and assembled cost.			350.000 ID

25/6/03
Possibly not
recorded as
payment out

~ \$250

TUESDAY ~ 2pm @ Convention Center: Sarkis Sibo

FOR DAWOBY:
6 switches 15amp ~ 2500 ID ($\sim \$10$)

50m ————— 2 x 4 cable AC power cords
40,000 ID

Lights 12 \$1 each ($\sim \27)
Fluorescent (\$12)

Main Switch 30amp (no estimate)

2 boxes of cable clips \$2

Electrical Tapes 5 each \$1

~~1000 \$1000 SIBO~~

6 fans wanted for Adults 17,000 each ID
 $\sim \$600$

\$55 given via Raid to Hamed

PAID



COMPUTER
SUPPLIERS - MAINTENANCE
PRINTING - PHOTOCOPY - COURSES
Tel.: 7170359 - Telefax: 7174787

N: 003457

Aug 13, 2003

Items	Foreign Language				
MB	Snap Shot 310 Camera	160	1	160	
CPU					
RAM	USB Key board	30	1	30	
HD					
Video Card	LAMIDEX LAMINEX	80	1	80	
Monitor					
Sound Card	LAMINBZING	7	3	21	
Speakers					
CD Drive	Gigaset	30	2	60	
Case					
FDD	HP photo printer	543.1 x 3	550	550	
KB + Mouse					
Only nine hundred and one Dollars				901	

COMPUTER
SUPPLIERS - MAINTENANCE
PRINTING - PHOTOCOPY - COURSES
Tel.: 7170359 - Telefax: 7174787

N: 003458

Items					
MB	P4 Computer		700	1	700
CPU					
RAM	Compaq Black				
HD	2x6.5, 4GB				
Video Card	64MB SDRAM				
Monitor	19"				
Sound Card					
Speakers					
CD Drive					
Case					
FDD					
KB + Mouse					
only six hundred Dollars.					700

COMPUTER
SUPPLIERS - MAINTENANCE
PRINTING - PHOTOCOPY - COURSES
Tel: 7170350 - Telefax: 7174787

N: 003532

Items					
MB					
CPU	Hp ink jet Cartridge		50	1	50
RAM	56				
HD					
Video Card					
Monitor	Hp ink jet Cartridge		60	1	60
Sound Card	57				
Speakers					
CD Drive					
Case					
FDD					
KB + Mouse					
Only one hard read read					110
ten dollars.					

Amer Hussein Ali
Baghdad Shorjah - plastic market
To Ministry of Justice

U. price	Dr	detail	Tot
450 ID	4	Water container	3600 ID
250	4	Cup. glass	1000 ID

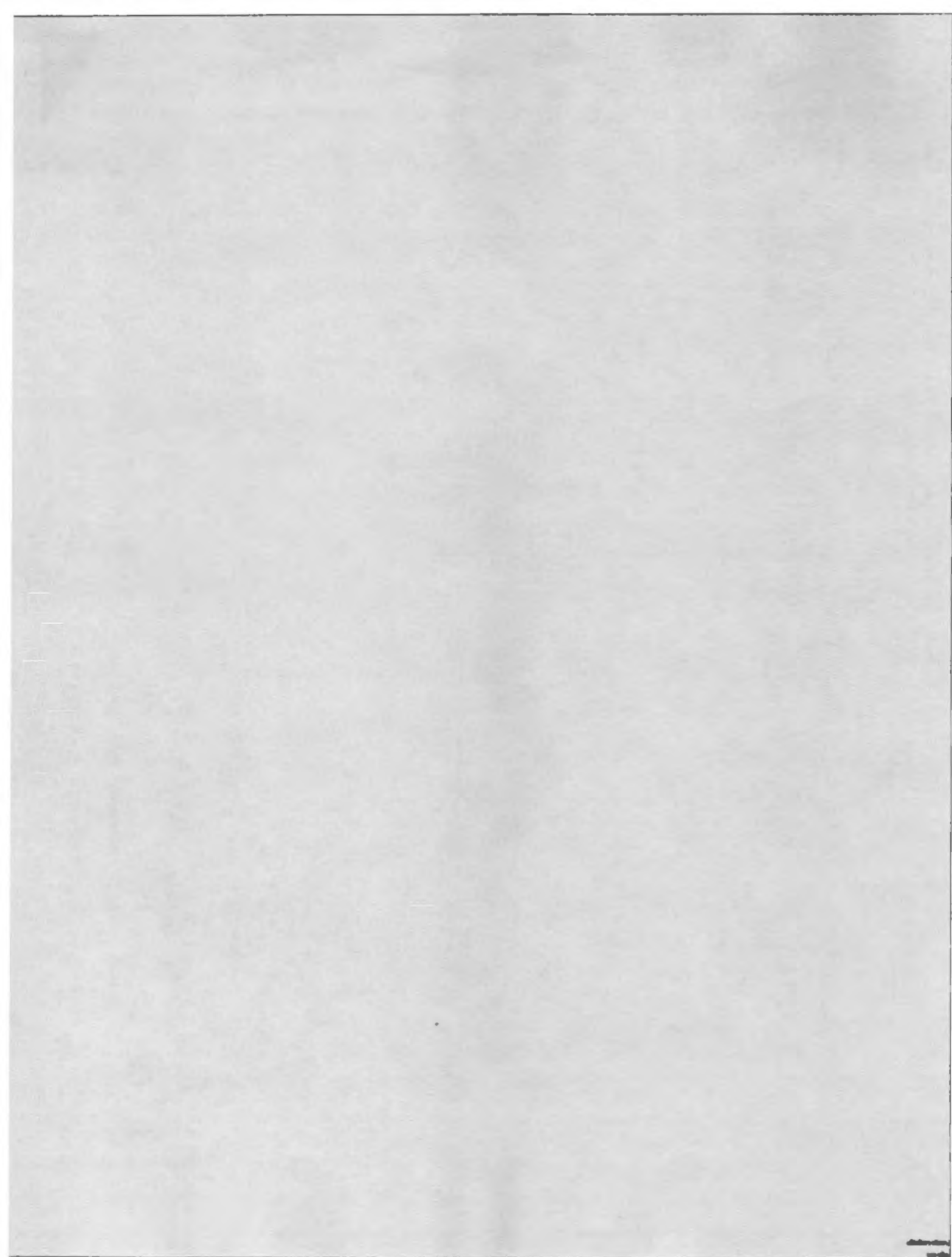
4000

\$2.85

AL. Aedkas Show
Baghdad bab Al moadina

to ministry of justice

Unit Price	Qt	Details	Total
1000	3	wipper	2000 ID
	4	wash tub	2000 ID
		Hose	5000 ID
		barrel	8000 ID
			23,000 ID



SD 128 Memory Card for Digital Camera

Ink ~~Cartridge~~ Cartridge

HP 57

① 57

① 58

① 58

↓ x 3
\$110 56/57

HP 58/56

Must have
x 3

② 56

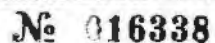
Lamination

Flamingo

Laminating Film

125 Mic X 76 X 106mm

High Quality



Baghdad, Al-Sina'a
P.O.Box 35320
Tel.: +964 1 7173142
7170715
Fax: +964 1 7170786
E-mail: arradhi@uruklink.net

CREDIT	CASH
---------------	-------------

200 Y/4/7

[illegible]

AL-ITALI sh wRoom
for office and home
furnitures
industry - trading
Date: July 9 2003
No. : 356

To :- The Ministry of Justice / Prison dep.

Price	Qty.	Particulars	Amount
50/	20	office desk 140x70cm	1,000/
			1,000/

AL - Itali sh w Room
for office and home furnitures
industry - trading

Date: July 9, 2003

No. : 357

To : The ministry of Justice / Prison dep.

Price	Qty	Particulars	Amount
32 \$	20	Chairs Black made in Jordan	640 \$
			640 \$

Given to Taha \$600

Al-Ashar shop

Baghdad, Al-Andalos sq.

No. 102

Date: the 10th of July 2003

Jawoodip

To The ministry of Justice / The prisons department

Number	Details	price
16	AirConditioner. "Haz" 2tons Saudi Arabian made. Notice: guaranteed for 2 years	5520 \$
		The total cost is 5520 \$
	Translated by: Mohammed D. Jassim	

Electrice shop

Date: July 21 2003

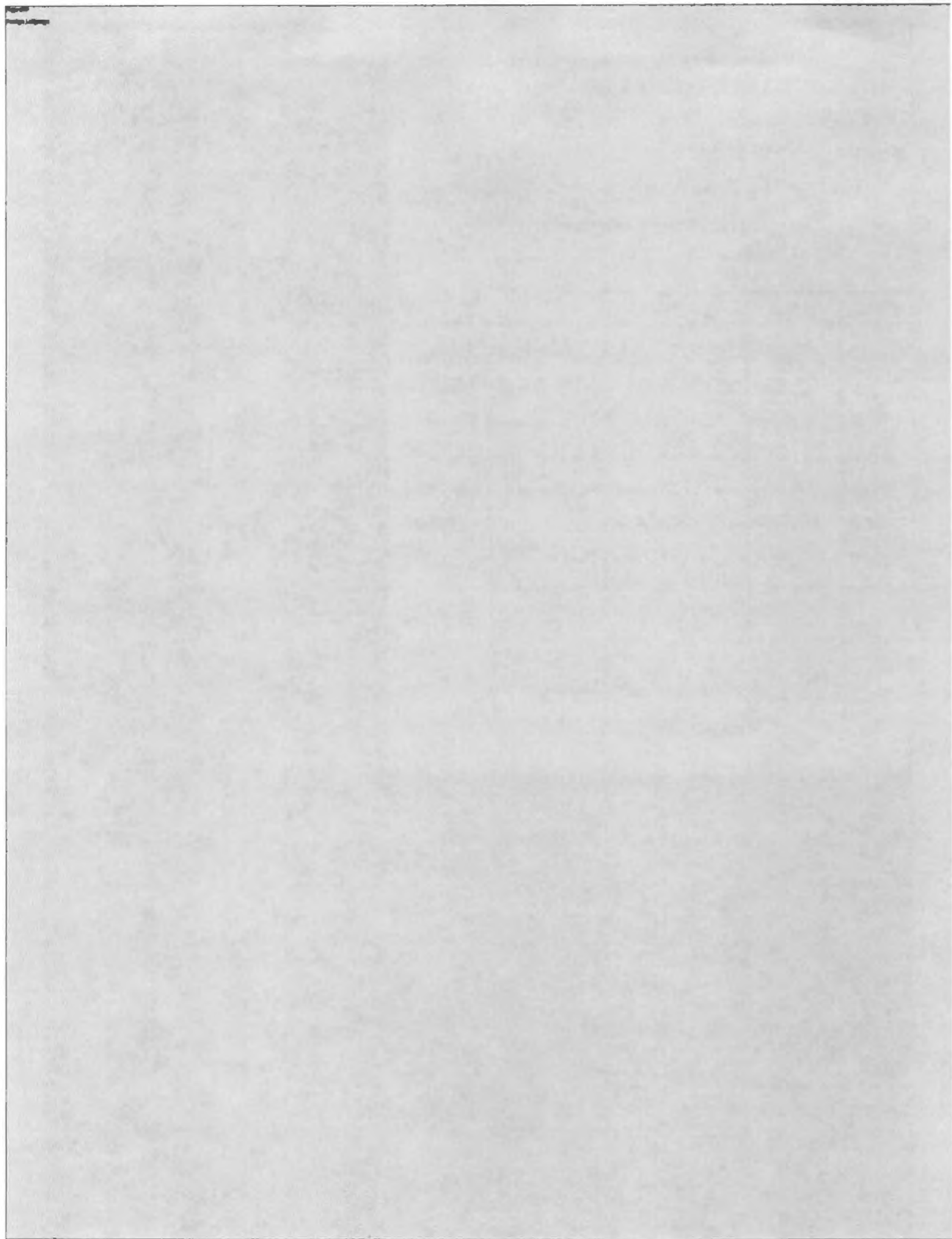
No: 2678

To: The Ministry of Justice
/ The adult reformatory
office

Price	No	Details	total of Price
5,000	5	Circuit breaker 30 Amp.	25,000
3,500	5	Switch 15 Amp.	17,500
750	40 meters	capal 2x4	30,000
600	3	type	1,800
1,500	10	Floussant (4) feet	15,000
350	12	starter	4,200
1,500	2 boxes	capal clips 10ml	3,000
			96,500 Di

The price of exchange
1600 Di

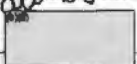
65-33



To \ Prison department
Sub \ Computer Services

Please, if you don't mind pay me (25)\$
for the computer services submitted to you from
monday to Friday = total 5 days.
 $5 \times 5 = 25 \$$

~~D. K.~~
Raid K. Kamil
Interpreter
13 / June / 2003

Paid by


MEMO

Date:

prisons dept.

Please, would you mind to
pay me 30\$ for six days of
computer services.

19 / june / 2003

Raid K.A.

[Signature]

Monday to Thursday

Paid by

PWC

Foreign Storage

The Public Warehousing Company Ltd

pwclogistics.com Tel: (985) 808222

Foreign Language

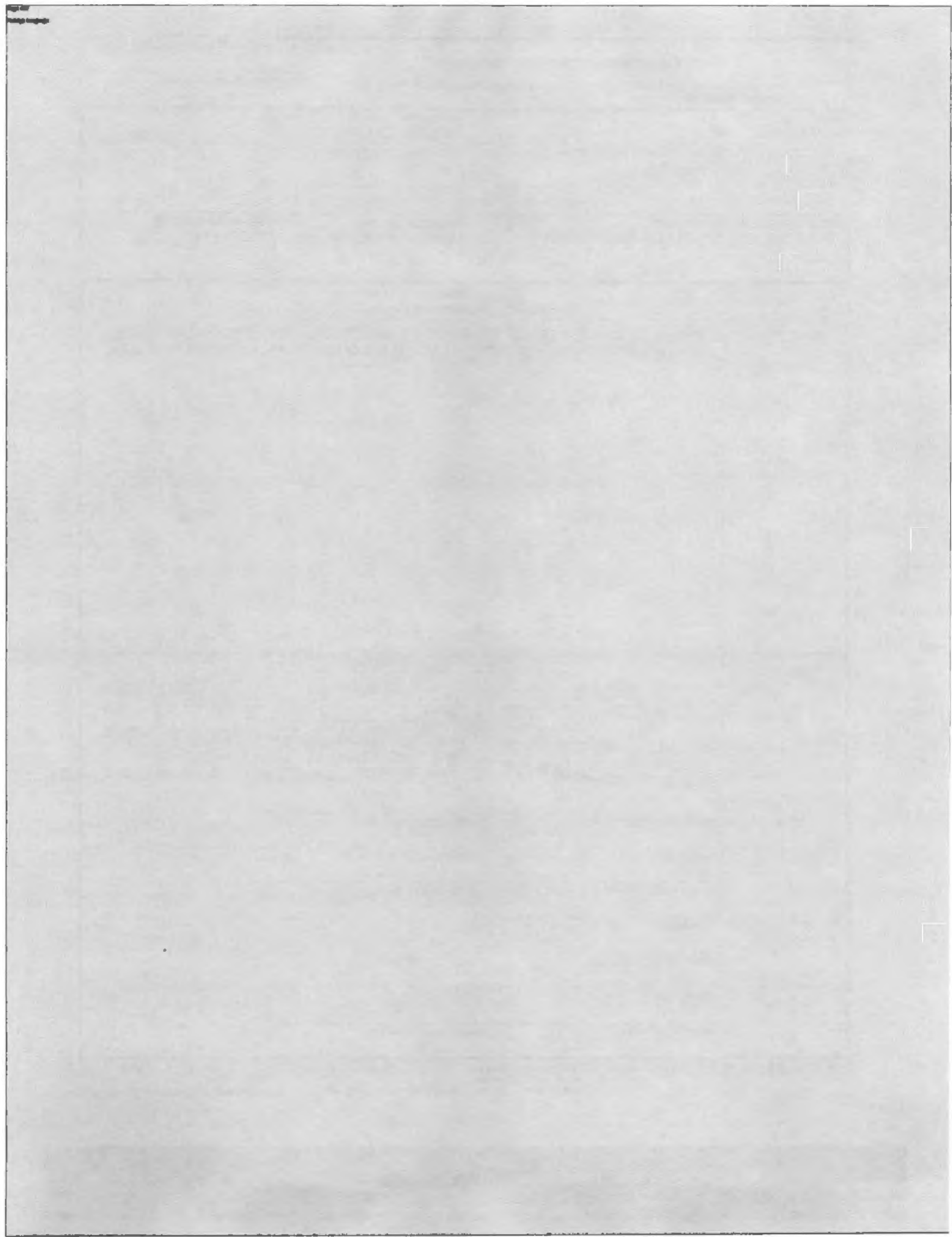
1. Wash basin (Standard) 1500 I.D.
2. " " (Iranian made) 1750 I.D.
3. Waste basket (Standard) 1000 I.D.
4. Waste basket (~~not~~ not standard) 500 I.D.
5. Waste basket (Syrian made) 1500
6. Two taxis fares (4000 I.D.)

The total expenditures are 10250 I.D.

RAID K.K.

11/11/03





AL-KHULAFÀ SHOWSHOP
 MUHAMMED ABAS HEMADI
 ELECTRICAL MATERIALS TRADING

Selling List

Date 21/1/2003

Ministry of Justice / Tasferat

Qt	Unit price ID	Details	Total
200	400	60W lamp screw	40 000
10	6000	power strip 3 lines 9 m	60 000
27	1500	Fluoresc 4 ft	40 500
			140 500
one hundred thousand & five hundred I.D			
$87,807 \div 1600 = 140500$ knowing that 1\$ = 1600 I.D			



14/3/02

Don. - Receipts for
\$20. graduation class
refreshments.

48 cans pop

2 boxes pastries

11/7/03

Receipt for \$1100
for Abu Gharaib
Supplies

05/01



Received 2/8/03

Soap or detergent

\$ 90

Money given 1/1/03



Form: L-1000



Received
1/1/03

Salya \$18
Cups



Foreign Language

Received 1/7/03

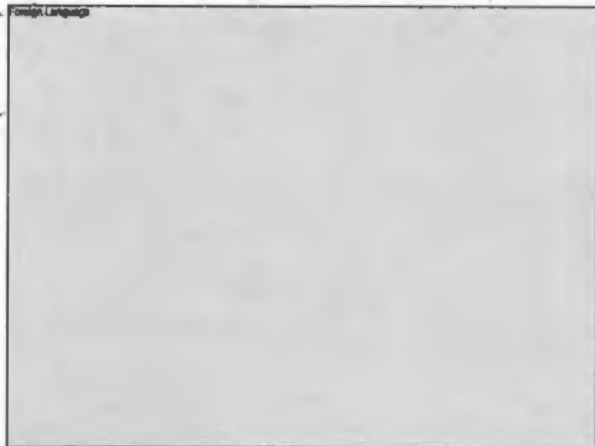
Al Salyha

Plates + Spoons

\$107.

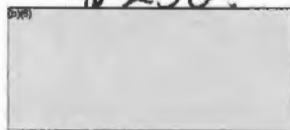
1/7/03

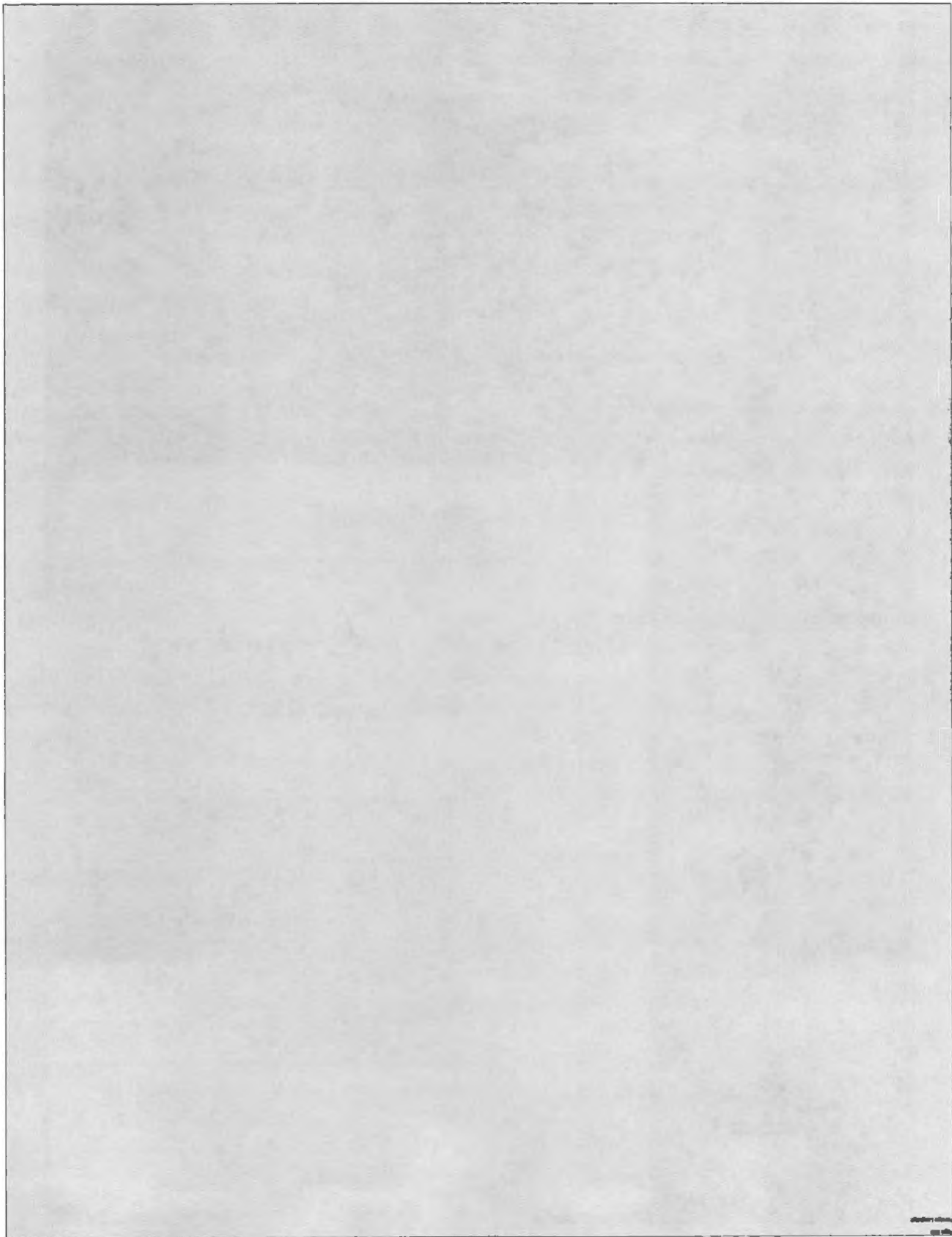
Foreign Language



Received 1/1/03

7000 Plates + Spares for AL Tasferat
\$250



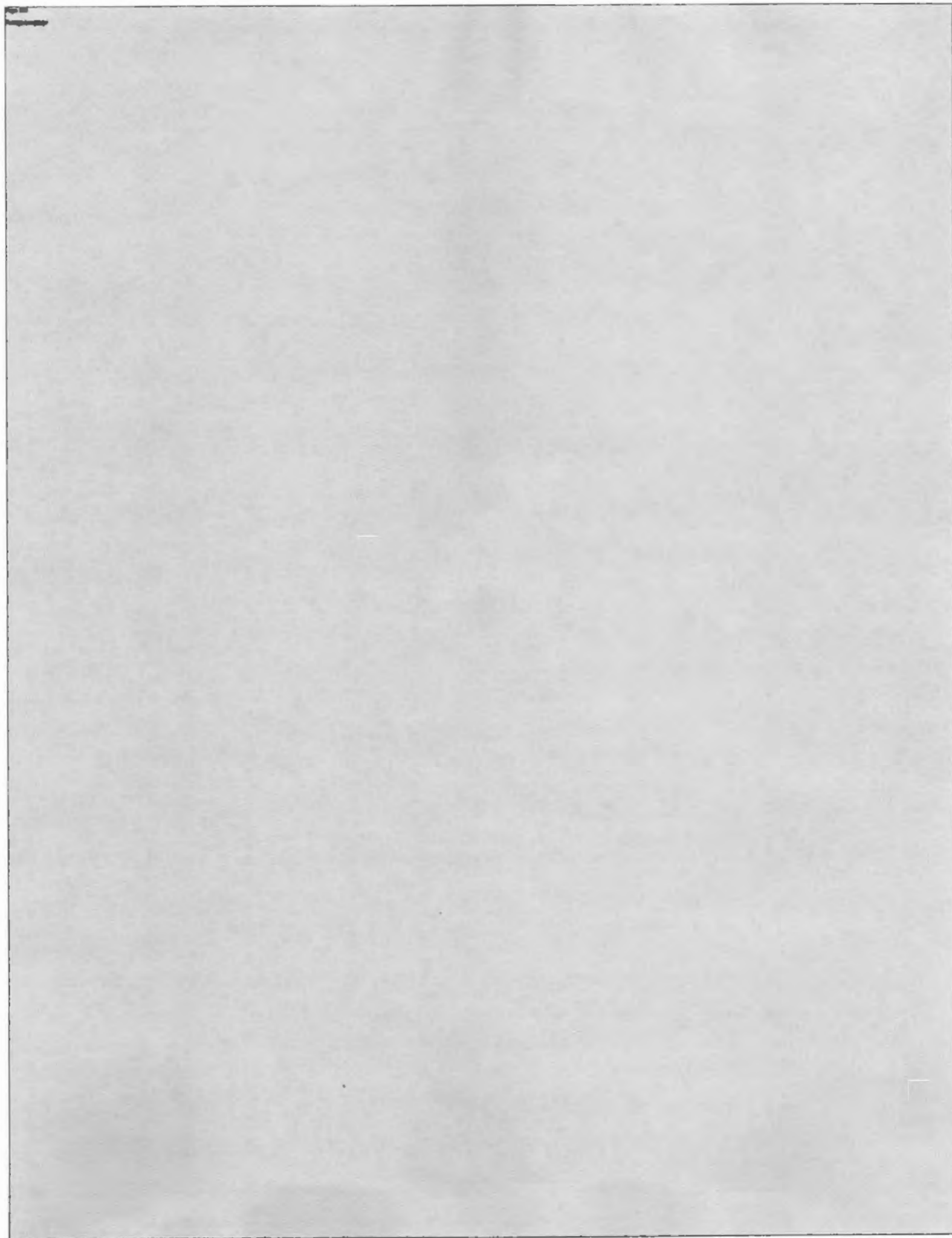


Foreign Language



Delivered 1/7/03

Toothbrushes > 117
Toothpaste
for Al Tasferat.



15 Aug 2003

SALAH JASIM

I RECEIVED \$60


FOR DOING PLUMBING


REPAIR WORK AT

RUSAFA JAIL, FOR

THREE DAYS 12-15 Aug

2003.

SIGN: 

DATE: 

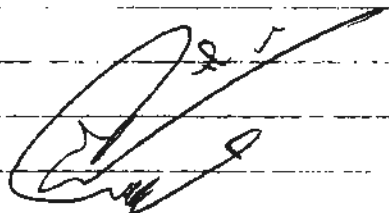
Foreign Language

Foreign Language

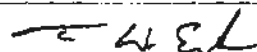
17 AUG 03

SUBJECT: RECEIPT FOR PLUMBING JOB

ON 17 AUG 03, AT 11:00 HOURS HAMID SASIM &
AID KADOM FIXED THE REST OF THE LATRINES IN
THE AL TASFERAT FACILITY. FOR THEIR JOB, EACH
HAVE BEEN PAID \$10.00, TOTALING \$20.00 FOR
THE BOTH.



HAMID SASIM


TREVOR W. ERDMANN
SSG, MP
AL TASFERAT MEDIC



AID KADOM

8/16/03

Important Note

Receipt for work done
IN bath rooms at
TASFERAT JAIL.

PAYMENT: \$10.00

SIGNED:



HEAT

TRADING & CONSTRUCTION

INVOICE

NO.	DESCRIPTION	QTY.	U PRICE	T PRICE
1.	A.C SPLIT UNIT REPAIR	4	25	100

Jamal I Ram

ADDRESS :

BAGHDAD - CARADAH KHARIG - BLDG : 98

TEL: 7761718 _ 7761719

THURAYA : 55519520



HEAT

FOR TREADING & CONSTRUCTION

Dear Sir

We would like to represent our services in furnishing and installing (3) air cooler with its piping and necessary storage tanks as shown below :

No.	description	Qty	U.Price	T.Price
1	Aircooler	3	125	375
2	Water Pump	1	40	40
3	Storage tank	3	100	300
4	Pips & Fitting	—	200	200
5	Skid mounted aircooler	3	25	75

With best regard : ^{Total} 990 \$

Manager

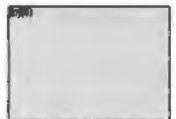
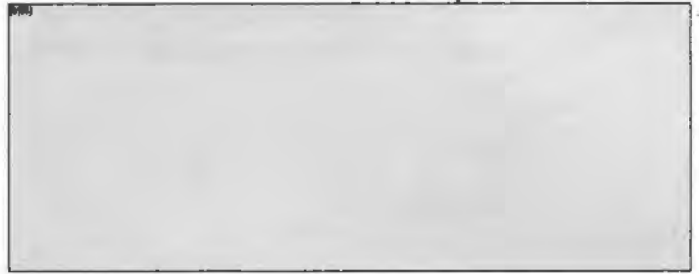
Samal. I. Rev

Address : Baghdad – Karada Karig – Building 98

Tel. 7761718 – 7761719 – Thurava :55519520

19 Junio 2003

I Received \$30.00 US dollars
from [REDACTED] from
OCPA for ice for the inmates



JUNE 27, 2003 1635 HRS

I received from [REDACTED] \$50 dollars
for use of inmate's ice

Received by

[REDACTED]

Shift Supervisor
Alfhaliza Jail

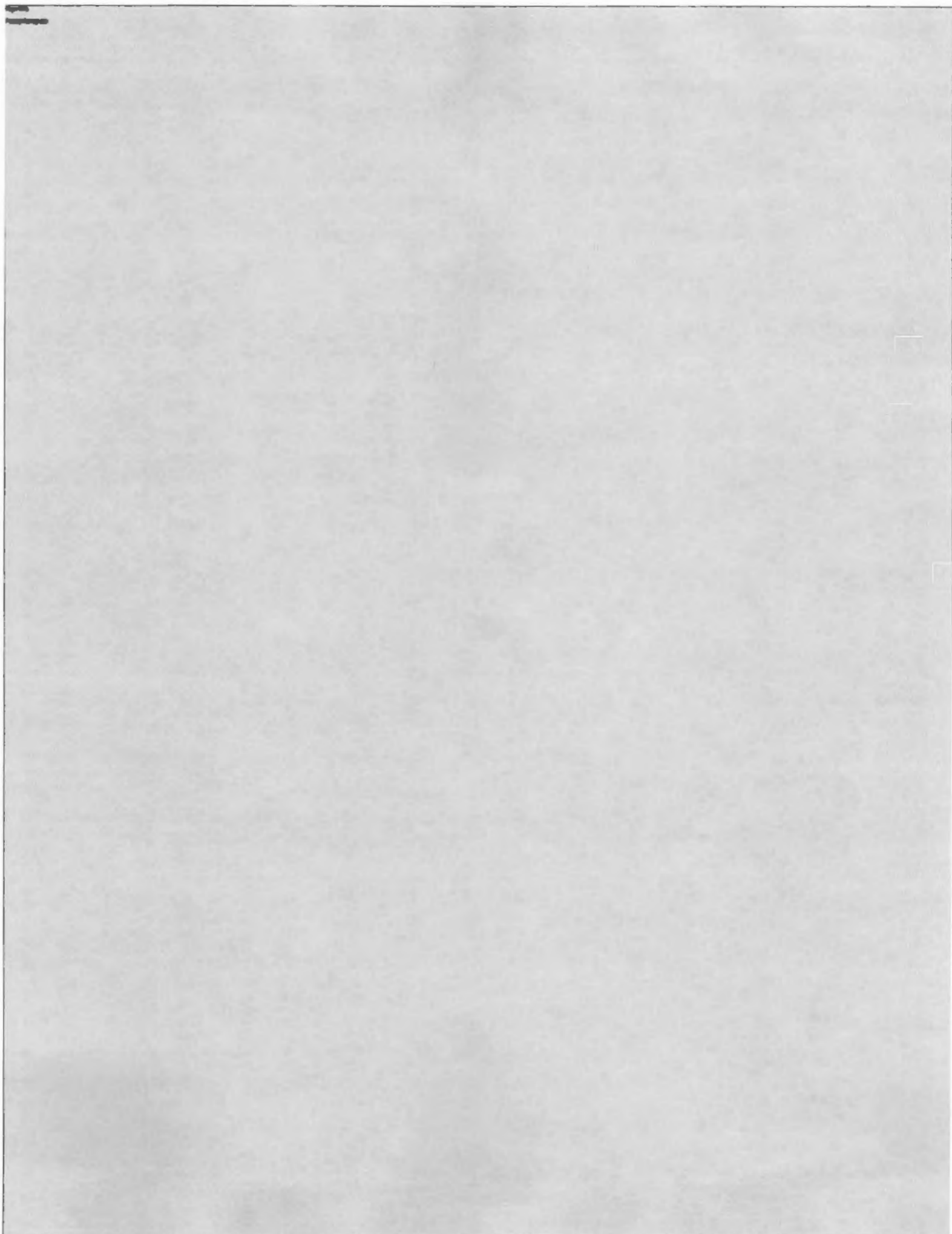
[REDACTED]

Resolution No. "3"

1680 \$ were received from Mr. [redacted] for buying the following detailed materials.

Receipt No.	price	Details	The supplied dept.
219	546 \$	84 dozens of tooth paste + 84 dozens of tooth brush	Abu-Jhreb prison
372	188,5 \$	500 cans of Shampoo + 11 Cartons of Soap	Abu-Jhreb prison
194	306,6 \$	200 plastic Container + 200 trash baskets.	Abu-Jhreb prison
2	383,3 \$	500 towels	Abu-Jhreb prison
148	73,3 \$	20 Large Locks	The juveniles correction office
+ total price is 1497,7 \$			
The remaining money is 182,3 \$			
Notice: 8,25 \$ of the remaining money were used to buy 1 Sample of plastic chair, and 2 stools. then the remaining money is 174,5 \$			

14/7/2003



Receipt

To the ministry of justice

<u>Price(ID)</u>	<u>QTY</u>	<u>Material</u>	<u>Total</u>
36	19000	plates	684000
15	19000	spoon	285000
36	19000	pots	684000

one million six hundred fifty three)) 1,653,000
Iraqi dinars))

notice : The ~~currency~~ changing rate
is 1650 ID/\$

That means \Rightarrow 1001.81 \$ Paid

30 July 03

Received 19,000 pieces of the Following - Bowls - 15000

Plates - 19000

Spoons - 19000

To be distributed to the Following jails accordingly:

TRANSFER 8,000

RUSAFA ~~8,000~~ 8,000

Asa/puh 3,000



AL-RAHMAN SHOW ROOM

Baghdad - Shajjah TEL 8868445
TO Al-Bader Ibrahim

L. price	Q _t	Details	Total
40	6	Control 85cm up	240 000
2000	2	"	4000
1750	4	"	7000
500	2	"	1000
3250	8	Wash tub	28000
		work	2000
			<hr/> 282 000

1400 IED = 1

201.43

19/6/03

201

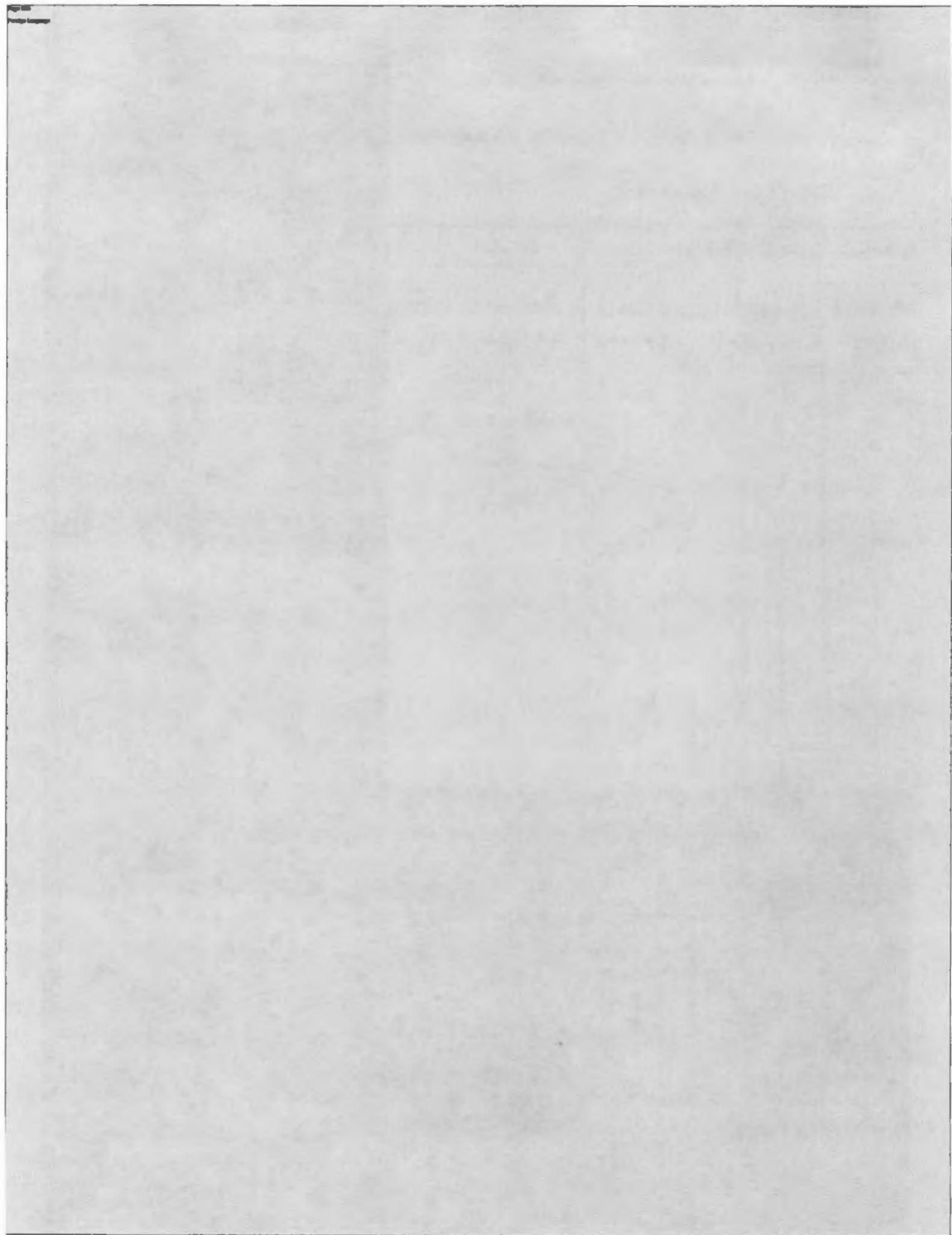
Al-Akhawain Shop

Date: 28-7-2003

No 000096

To Mr. Harith

number	details	price
1000	disposable plates	50.000 ID.
893	disposable spoons	31250 ID.
		<hr/>
		81250 ID.
		<hr/>
		754.12



AL-Barazanchi shop
Shorja st. , AL-Kobacy bulding .

25/6/03
\$165.

date 25/6/2003
Tel (8178178)

To : The ministry of Justice

Total price	details	number	price
126000	small transparent container	3600	35
63000	plastic dish	1800	35
27000	plastic spoons	1800	18
10000	Trash bag (standard)	100	100
5000	Trash bag (standard) (remade)	100	50
231000	Dollar exchange price is 1400 Di	Total	231000
Signature		$\$ 165 = 1800 \div 231000$	

No. 23

Phone
no. 8857105

AL-ABADI Shop

Sale and delivery of
25 June 2003.

to Ministry of Justice

Price	No.	details	Total
\$1,75	12x36	chienes caps	74 \$
	504 caps		
		Cache pay	74 \$

Exchange price 1400.

Abu - Yasser shop

No:- 64

Date: 21/7/2003

Mr:- Ministry of Justice / AL-Tassferat

Total Price	Details	No.	
76 000 I.D.	plastic barrel of 220 liter in capacity	4	1900 I.D.
<hr/>			
76 000 I.D.			
	exchange price ↓		
	1 \$ = 1600 I.D.		

So 76 000 I.D. = 47,50 \$

No. 219

Mr. is Ministry of Justice / prisons def.

Total price	Details	No.	
252 \$	tooth paste (chinas made)	84 X 12	3 \$
294 \$	tooth brush [Smart] (turkish made)	84 X 12	3,5 \$
546 \$			
	the price of exchange ⇓		
	1 \$ = 1500 I.O.		

Resolution no. "4"

30 \$ were received from Cap. [redacted] to
the following detailed materials:

	details	The supplied dept.
80	ten Lamps 60 wat. + ten power strips + 27 fluorescent Lamps	Al-Rassafa Taserat and Al-Salhia Taserat
50	four plastic barrels (Large size)	Al-Rassafa and Al-Salhia Taserat
75	200 trash baskets + 20 bales for cleaning	Al-Rassafa and Al-Salhia Taserat
8	two dozens of clothes detergent + two dozens of Zahi Cleaner + ten cartons of Soap two dozens of cleaning towels	Al-Rassafa and Al-Salhia Taserat Al-Rassafa and Al-Salhia Taserat
25	700 stools + 20 sweepers + 20 wipers + 20 jags + 20 strings wipers.	Al-Rassafa and Al-Salhia Taserat and 400 stools for Abu-Jhreb prison.
30	5 circuit breakers + 5 switches + cable "2x4" 40 m. 3 tapes + 10 fluorescent Lamps + 12 starters of fluorescent Lamps + two buckets of cable clips	The juveniles correction office
50	Yassameen Shampoo "400"	Al-Rassafa and al-Salhia Taserat
Total Cost 2052,85 \$		
re remains 27,15 \$		

2080
for
Supplies

Translated by:
Mohammed D.

R.11

No. 372

Price	Qty.	Particulars	Amount
450	500	SHAMPO Iragi	225,000
5250	1100 1100	Soap	57,750
	↓		
	1100		
	1100		
	1100		
		188,50 = 1500 ÷ 282,750	282,750
		The price of exchange	
		1500 Di	
		188.50	

AL-OBAYDEY SHOP

Date:- July 12 2003

No:- 194

To: The Ministry of Justice / Abo-Gareeb
Prision

Price	Qty.	Particulars	Amount
1,400	200	Wash tap	280,000
900	200	Trash basket	180,000
			460,000
		$\sqrt{306,00} = 1500 \div 460,000$	
		The Price of exchange is	
		1,500 Di	
		306.67	

Basim-AL-OBAYDEY

Dorayed shop
to Павел.

Date: July 12 2003

No. - 2

To: The Ministry of Justice / Abo-Gareeb
Prision.

Price	Qty	Particulars	Amount
1,150	500	Ivrigi towels 45x90 cm	575,000 O:
			575,000 O:
			$= 1500 \div 575,000$
The price of EXchange			1500 O:
			383.33
			(383, 3)

A bass shop

Date: July 21 2003

Ref: 229

To: Ministry of Justice
AL-tasskerat

Price	No.	Details	total No. of prices
68	24	detergent (Vlele)	12 8
88	24	zahi detergent	16 8
48	10 boxes	Soaps	40 8
			68 8
The price of exchange is			
1600 Di.			

AL-Akhawayeen Shop

Date: July 22 2003

No.: 375

To: Ministry of Justice /
AL-tass Revat

Price	No	details	Total Prices
4,500	400 Bx	Shampo YASSAMEEN Ivigi	180,000
The prices of exchange is 1600 Di			180,000
112.50			

house ware shop

Date: July 21 2003

No. - 12

To :- the ministry of Justice
AL-tasserat

Price	No.	Details	total of Price
2 \$	700	Stool Blastice	1,400 \$
1,25 \$	20	cleaning brush with stick	25 \$
1,25 \$	20	wiper with stick	25 \$
2,5 \$	20	Plastic Ja G 30 liter	50 \$
	20	30 liter	
1,25 \$	20	Cotton wiper	25 \$
			15.25 \$
The price of exchange is 1.600 Di			

Saad Shop
 paints and carpenting materials

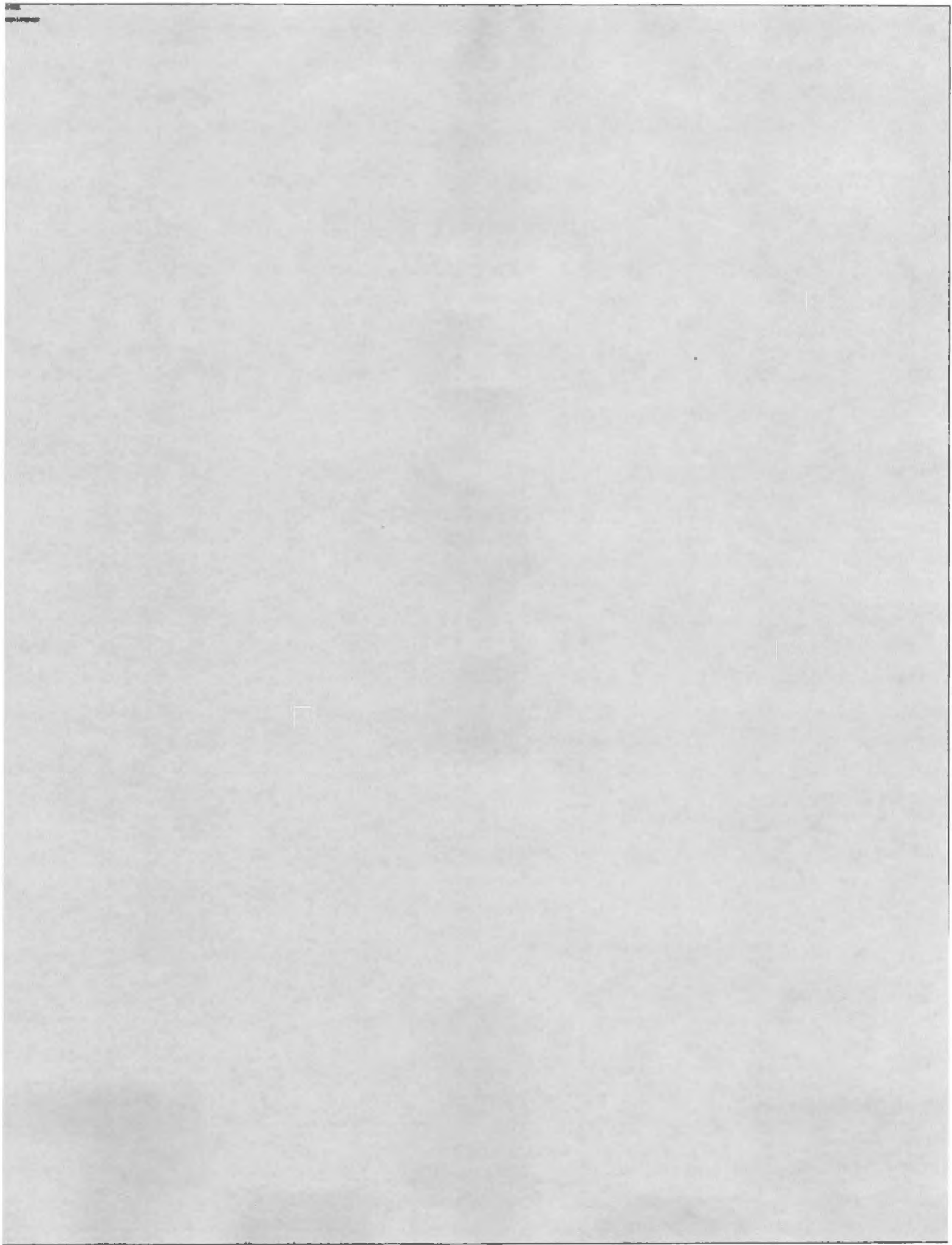
● To OCPA/ Prisons division

Total price	details	number	price
250000	Plastic pipe $1\frac{1}{2}$ inch	2	250000
1000	Clips of plastic pipe	4	250
2000	Tap	4	5000
30000	Puncher	10	30000
17500	wiper (for Siryan made)	5	3500
35000	Brush	10	3500
<hr/>			
Total			
135,500	The money was paid in check cash		
<hr/>			
Signature			
95,42	(14w)		

Terry

"Out of Pocket" Fund
From Mr. [REDACTED]

\$ Received / Date	\$ Used	Date Used	Reason Used	New Total
			Al-Tasferat Purchases	
\$250.00 / 030712	\$10.00	12-Jul-03	Spot-weld two stakes on North wall	\$240.00
	\$6.00	14-Jul-03	Cement three holes in back wall	\$234.00
	\$2.50	14-Jul-03	Gas money for court bus driver	\$231.50
	\$150.00	15-Jul-03	Money for filling HESCO baskets	\$81.50
	\$2.50	15-Jul-03	Gas money for court bus driver	\$79.00
	\$25.00	17-Jul-03	Unclog every latrine in facility	\$54.00
	\$3.00	29-Jul-03	Another key made for court bus	\$51.00
\$2,000.00 / 030812	*	*	*	\$2,051.00
	\$160.00	12-Aug-03	Computer Parts (3 computers)	\$1,891.00
	\$20.00	13-Aug-03	Purchased three (3) shovels ***	\$1,871.00
	\$10.00	16-Aug-03	Fix plumbing in Cell Block #1	\$1,861.00
	\$20.00	17-Aug-03	Fix plumbing in Cell Blocks #2&3	\$1,841.00
	\$84.00	17-Aug-03	Repair Computer	\$1,757.00
			Al-Rusafa Purchases	
	\$168.00	14-Aug-03	Light Bulbs	\$1,589.00
	\$60.00	15-Aug-03	Plumber for Latrines	\$1,529.00
	\$15.00	16-Aug-03	Light Bulbs	\$1,514.00
	\$72.00	16-Aug-03	Printer Cartridges (3)	\$1,442.00
	\$100.00	17-Aug-03	A/C Split Unit Repair	\$1,342.00
	\$990.00	17-Aug-03	Swamp Coolers, Pumps, Tanks, etc	\$352.00
* All Previous Receipts Have Been Given To [REDACTED]				
			Al-Tasferat Purchases	
\$2,000.00 / 030818	*	*	*	\$2,352.00
	\$700.00	15-Aug-03	Canopy, Shelves, Kitchen Door	\$1,652.00
	\$120.00	16-Aug-03	Electric Water Pump	\$1,532.00
	\$3.00	18-Aug-03	Fuses (4) for motorola charger	\$1,529.00
	\$180.00	19-Aug-03	Computer Power Supply x3	\$1,349.00
	\$15.00	19-Aug-03	Plumbing (Cell Block 1, Cell 2)	\$1,334.00
	\$251.32	19-Aug-03	Electrical & Blacksmith Tools	\$1,082.68
	\$140.23	19-Aug-03	Plumbing Equipment	\$942.45
	\$62.35	20-Aug-03	Barber Equipment	\$880.10
	\$68.00	21-Aug-03	Power Supply Repair (Computer)	\$812.10
	\$100.00	23-Aug-03	Power Cable (street)	\$712.10
	\$50.00	23-Aug-03	Power Cable (street) installment	\$662.10
	\$180.00	23-Aug-03	Repair Swamp Coolers	\$482.10
	\$20.00	30-Aug-03	Fill water hole in driveway	\$462.10
	\$40.00	31-Aug-03	Office Supplies	\$422.10
			Al-Rusafa Purchases	
	\$4.00	17-Aug-03	Halogen Light Bulbs	\$418.10
	\$40.00	17-Aug-03	Water Pump	\$378.10
	\$35.00	19-Aug-03	Mercury Lights x7	\$343.10



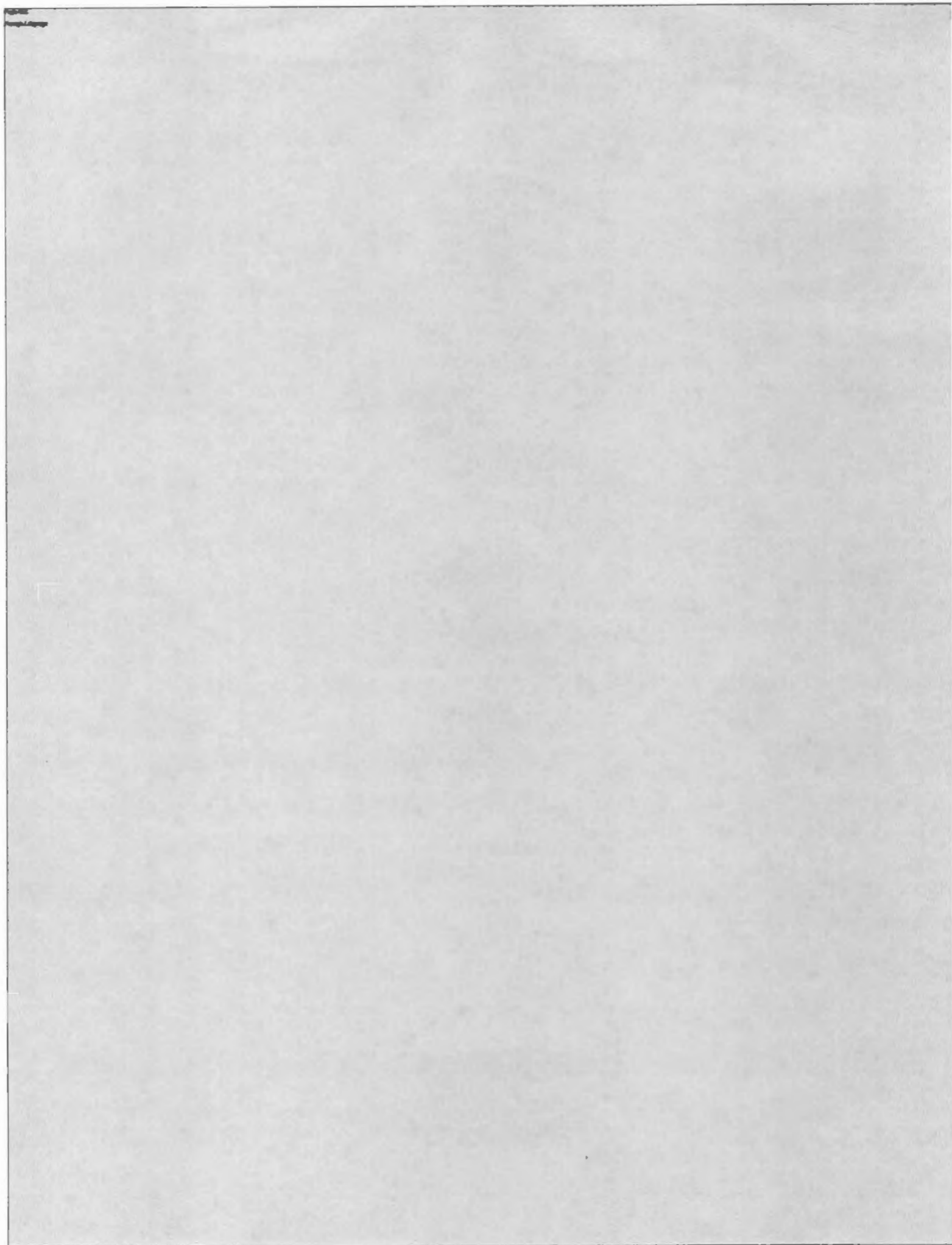


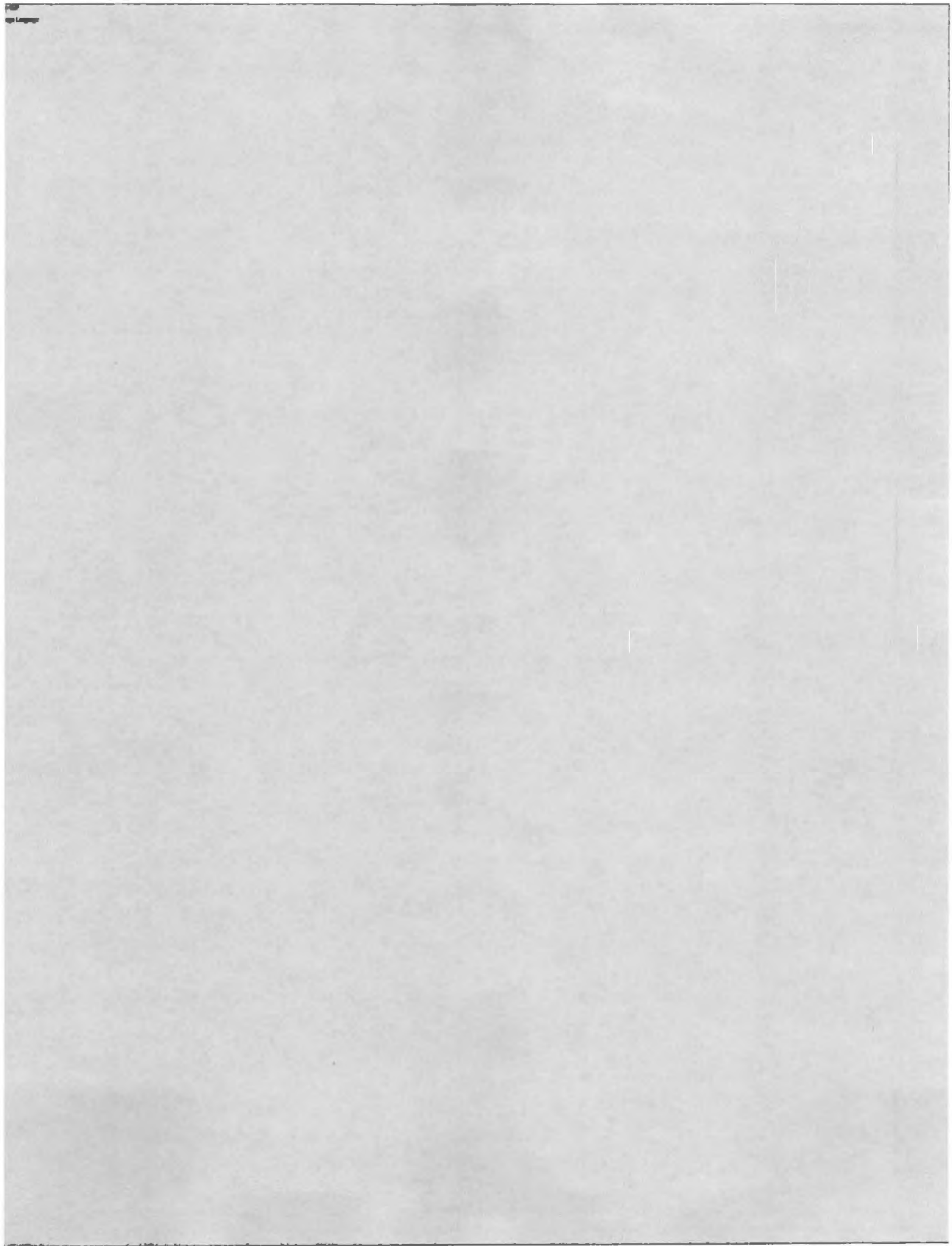
ON 22 SEPT 03, I [REDACTED]
PAID A PLUMBER (SIDHM SAMI)
\$5.00 TO FIX OUR BACKED-UP
SEWAGE PROBLEM.



A handwritten signature in dark ink, appearing to be 'SIDHM SAMI'.

SIDHM, SAMI





Foreign Language

malague
lights (vaules) — \$4.00

Foreign Language

Receipt No 689 = 60000 ID
Receipt No 690 = 16825 ID

Total 76825 ID

The rate exchange = 1920 for US Dollar

40 \$ = 76800 ID

OFFICE SUPPLIES

31 AUG 03

ON 30 AUG 03 I PAID
~~\$20.00~~ TO HAVE A HUGE
WATER HOLE FILLED AT
THE ENTRANCE TO AL TASFORAT
JAIL. THE PRICE INCLUDED
THE DUMP TRUCK FULL OF
ROCK & CEMENT TO FILL
THE HOLE & LABOR.



SALMAN ADESHO

HEAT

TRADING & CONSTRUCTION

INVOICE

NO.	DESCRIPTION	QTY.	U PRICE	T PRICE
1.	REPAIR AIR COOLER	7	—	180

US
DOLLARS

Jameel Iram

ADDRESS :

BAGHDAD - CARADAH KHARIG - BLDG : 98

TEL: 7761718 _ 7761719

THURAYA : 55519520

Aug 23, 2003

PAID \$50 (FIFTY DOLLARS) TO WALED ABDUL RAZIAK
FOR INSTALLATION OF CABLE FROM CIRCUIT BOX TO
POLE OUT SIDE OF OFFICE (MP OFFICE).

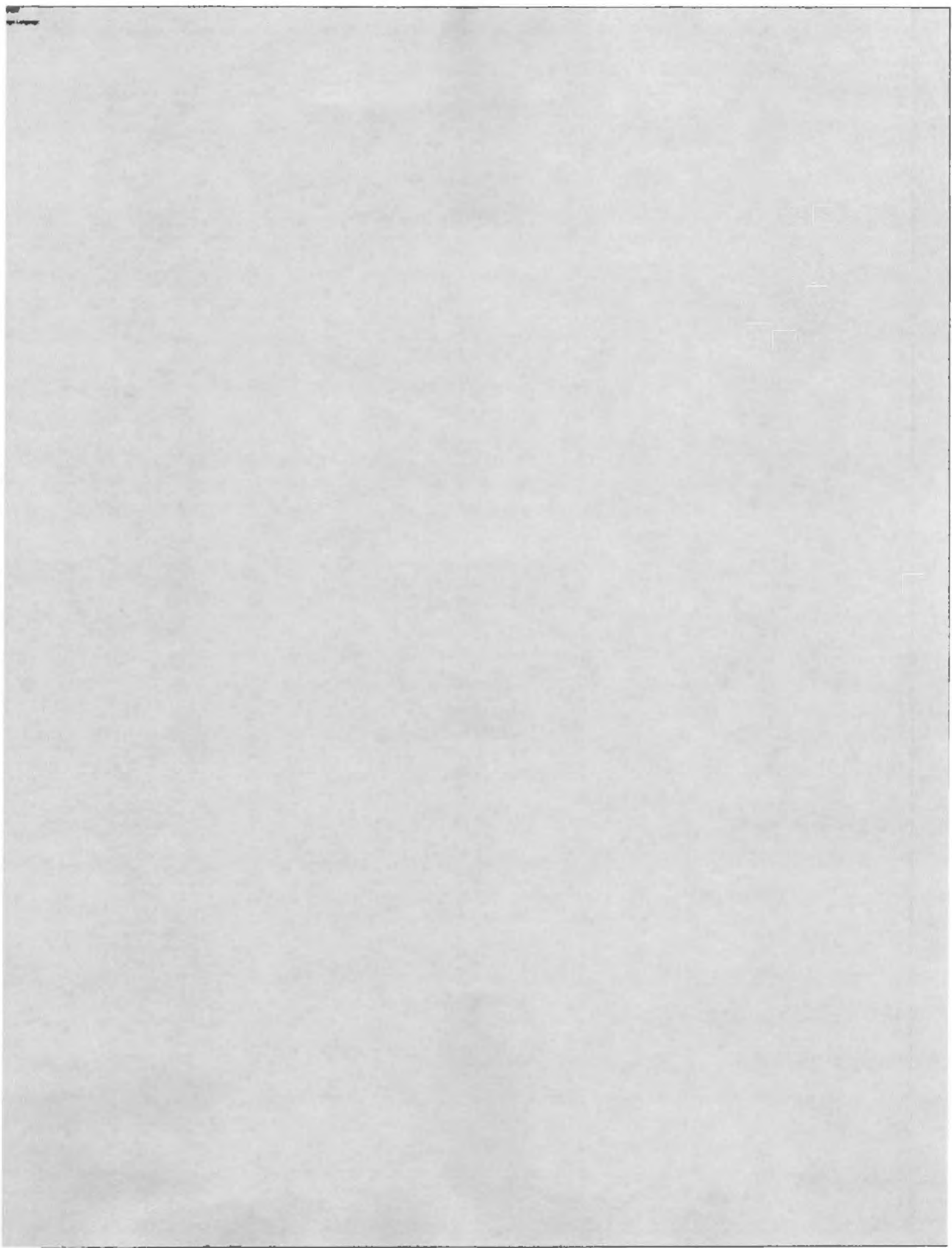
(PRICE INCLUDED THE CABLE & LABOR)

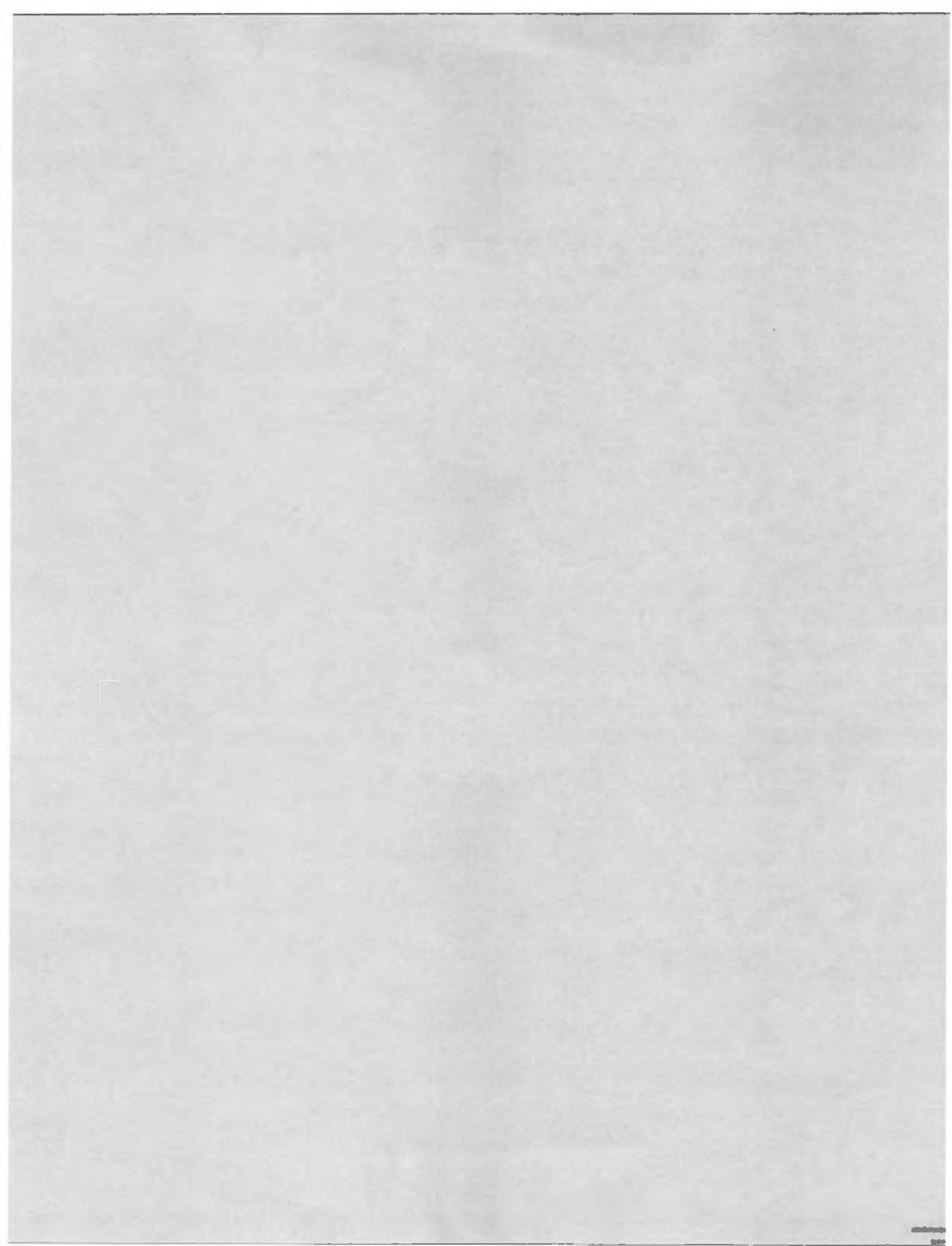


\$100.00 CABLE
50.00 LABOR
\$150.00 TOTAL

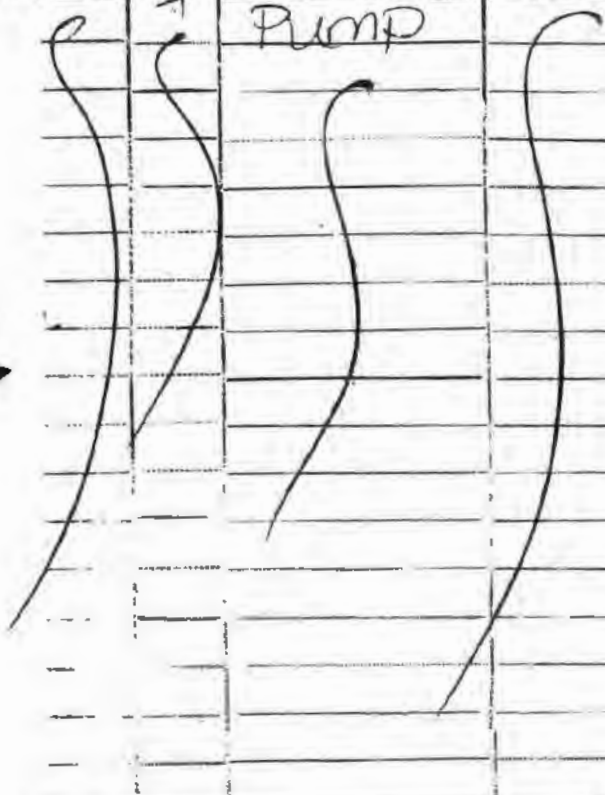
Waled Abdul Razia

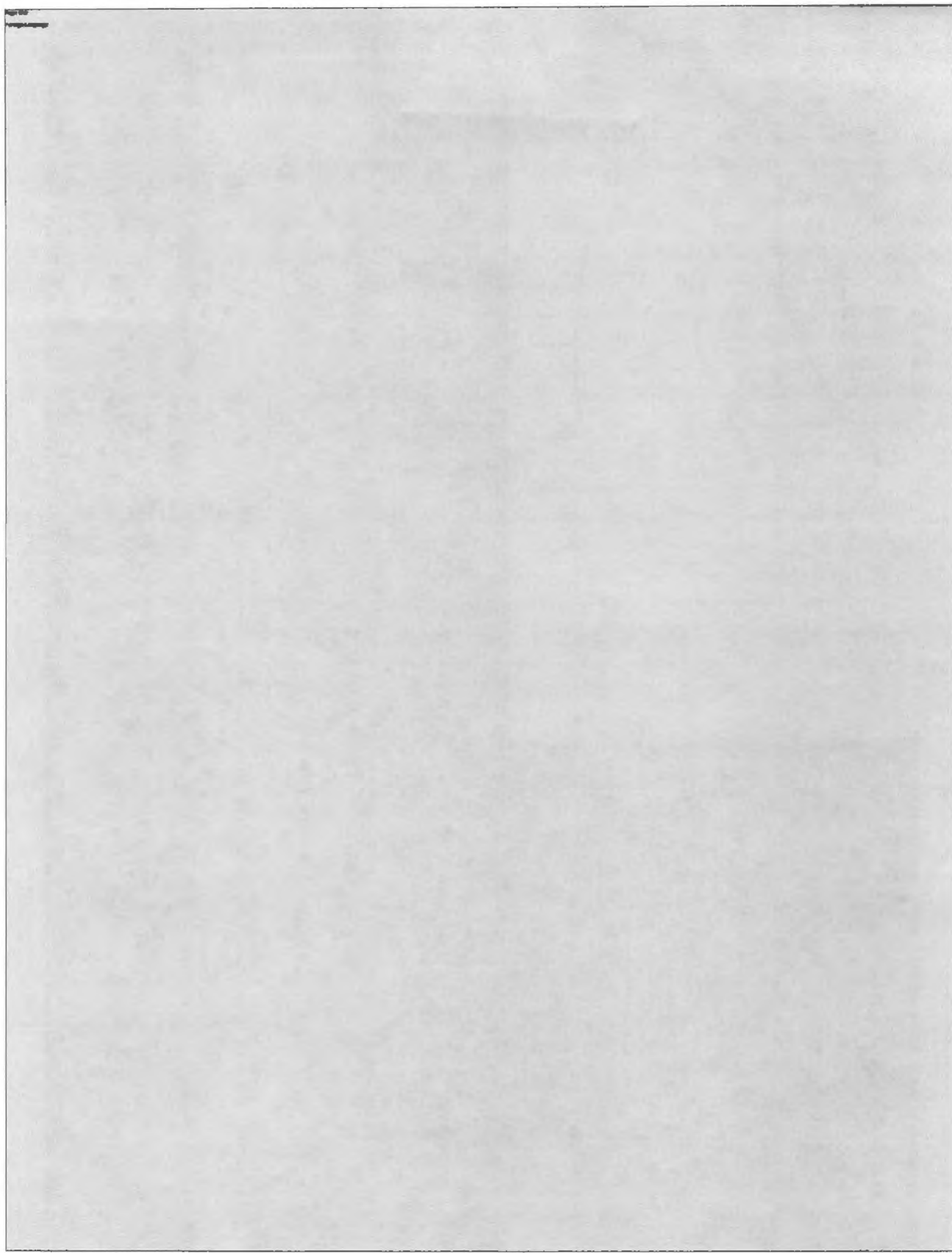
WALED ABDUL RAZIAK
CIVILIAN EMPLOYEE





12000 \$ Elec water /
Pump





HEAT

TRADING & CONSTRUCTION

INVOICE

NO.	DESCRIPTION	QTY.	U PRICE	T PRICE
1.	AIR COOLER	3	125	375
2.	WATER PUMP	1	40	40
3.	STORAGE TANK	3	100	300
4.	PIPS & FITTING		200	200
5.	SKID MOUNTED AIR COOLER	3	25	75

TOTAL

990 \$

Jamal Iran

ADDRESS :

BAGHDAD - CARADAH KHARIG - BLDG : 98

TEL: 7761718 _ 7761719

THURAYA : 55519520

HEAT

FOR TREADING & CONSTRUCTION

Dear Sir

We would like to represent our services in furnishing and installing (3) air cooler with its piping and necessary storage tanks as shown below :

No.	description	Qty	U.Price	T.Price
1	Aircooler	3	125	375
2	Water Pump	1	40	40
3	Storage tank	3	100	300
4	Pips & Fitting	—	200	200
5	Skid mounted aircooler	3	25	75

With best regard ! ^{TOTAL} 990 \$

Manager

Jamal I Rew

Address : Baghdad – Karada Karig – Building 98
Tel: 7761718 –7761719 – Thuraya :55519520