



Islamic Republic of Afghanistan
Ministry of Interior Affairs
Afghan Public Protection Force and Security
Enterprise

Risk Management Company Procedure of
the Weapons Fee to the advisory companies
and Applicants

KABUL – AFGHANISTAN

1391

Weapon rent agreement between APPF and SE

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This agreement is a legal document that has been signed by both parties, as well as this document clarifies duties and obligations of the both parties according to following specified issues:

Based on paragraph *2*, article *4* of the weapons law, ministry of interior affairs can distribute weapons based on order of this law in urgent and extraordinary situations for the regular and legal individuals in order to defend from private and government property and self-defense action. And is mentioned in paragraph *1* of *3* article of the weapons and explosives law **that:**

1. Obtain, transport, keep, product, use, sale, purchase and importation and exportation of the weapons and explosives shall performs by the regular and legal individuals based on orders of this law.
2. Ministry of Interior affairs, Ministry of Defense and National Directorate security are exceptional from first paragraph's order of this article. Procedure of using weapons, ammunitions, and explosives will conduct based on their special policies.
3. All military administration units are authorized to achieve, transport, keep and use required weapons based on related orders of appreciation documents.

As far as this mentioned in paragraph *4* of article *15*, chapter *2* of RMC's procedure:

Required weapons and ammunitions must be bought thorough the company or individuals who are holding importation and exportation and selling weapon license as well as based on weapons, ammunitions and explosive law must be provided to the RMC companies thorough the ministry of interior affairs. As a security company and independent security enterprise of the APPF rent a weapon against credible guarantee considering the weapon, ammunitions price based on the following conditions.

Article 1

The regular and legal individuals are not allowed to hand over the given weapon to the second person.

Article 2

Determining rent for AK47:

1. Monthly fee for each AK47 shall be 1250AFN
2. Monthly Depreciation for each AK47 shall be 500
3. Administrative uses once a year for each AK47 500AFN
4. Fee for a single shoot by the AK47 shall be 35 AFN
5. 20 percent of the enterprise's interest considering the amounts mentioned above as paragraphs *1, 2, 3, 4 and 5* must be paid by the applicant.

Article 3

Determining rent for a pistol (9mm):

1. Monthly rent for each pistol shall be 850 AFN
2. Monthly Depreciation for each Pistol gun shall be 500AFN
3. Administrative uses once a year for each Pistol 500AFN
4. Rent for a single shoot by the Pistol shall be 25AFN
5. 20 percent of the enterprise's interest considering the amounts mentioned above as paragraphs *1, 2, 3, 4 and 5* must be paid by the applicant.

Article 4

1. Applicant reference and user of the rented weapon is obligated for preservation and maintenance of the ammunition and weapons.
2. Compensation of the weapons is based on rate of the day and is responsibility of the rent receptor.
3. The rent receptor is obligated to refund or to update his contract at the end of contract validation.
4. Unexpected Situations, earthquake, flood, air attack, suicide attack, and roadside improvised explosive devices Etc... Does not obligate clients for compensation.

Article 5

1. Based on the Afghanistan's law if any criminal actions occurred with the rented weapons the responsibility will refer to the rent receptor and will be prosecution by the justice ministry.
2. The client is not allowed to walk in unauthorized area with the rented weapons.
3. Issuing weapons license for the one year from the anti tourism directorate will the responsibility of the rent receptor/Client.
4. If the client demand one year licensed weapons from security enterprise and afghan public protection forces, in that case weapon license payment will be paid by the client.
5. The written application letter for issuing weapon license will submit by the afghan public protection forces based on client's application to the terrorist Directorate.

Article 6

1. 50% fee of the weapon owned by the company is payable, the weapon will be count as government property after termination of the contract.
2. If the contract is terminated, the 2 and 3 articles shall be in effect.

Article 7

Weapon and ammunitions Usage:

The rent receptor will only agree and guarantee that the legal employees and registered mentors of the risk department can carry rented weapons. Such weapons and ammunitions cannot be used for any other purposes but the safety of the employees of the rent receptor or APPF. If the clients and the guards face deadly and harmful attack and self-defense examination, the violation of this article will pave a way for termination of the contract.

Article 8

Contract cancellation due to client's requirement or as default from APPF or rent receptor:

The rent receptor will probably terminate complete or a part of contract by providing a written letter to the afghan public protection forces and security enterprise. The events out of control occurs by the rent receiver make the rent receiver to get rid of advisory services of the risk department along with APPF's client, terrorism, battle, fire, flood, earthquake and other natural disaster. Both side (both parties) have right to terminate the contract upon 10 days by written (knowledge) default by both side the lack of employment, including but lose the receiver has to pay the rent 2 months of rent payments. In such a case, the rent receptor shall return all weapons along with contract cancellation.

Article 9

Contract modification: both parties will probably revise this contract's condition and state considering all benefits and annex of the contract, based on written contract of the both parties that include new changes a modified form within this contract.

Article 10

Payment

1. The rent receptor will pay 6 months fee as advanced payment in 10 days ahead signing invoice. The total amount of the contract money will be given in advanced. If contract terminates by the client, no extra credit will be paid by the afghan public protection force and security enterprise.
2. The paid money is transferring into APPF and SE account based on receipt if 6 months from the period of the contract is passed, it is not payable again. If client have already started their activities.
3. If the client contracted for one year 6 months must be paid in advance, due to update of the contract must pay another 6 mounts payment.
4. If the contract duration is less than 6 mounts, the payable amount will be transferred to bank account of the afghan public protection forces and security enterprise.
5. The total payable money must be afghan notes.

Article 11

Weapon's condition:

Afghan public protection forces must Issue usable weapons. The rent server shall provide a physical opportunity for the rent receiver to inspect weapon and ammunitions such as function review of the weapons, firing test of each weapon before surrendering by the rent receiver based on this contract. The rents receptors must keep and maintain the weapons and ammunitions in good condition during the rent period and submit the used weapons and ammunitions have it were received before. All weapons and ammunitions must be return right after the termination of the contract to the APPF force and within 24 hours.

Article 12

Contract money () AK47 and () 9mm pistol will be (AFN) for duration of the () considering administrative costs, depreciation, firing, Etc... The detailed information has been mentioned in the annex A of this agreement.

Article 13

Contract validation:

Start date of contract: / / 2012

End date of contract / / 2012



Article 14


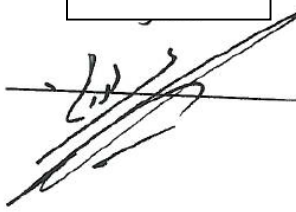
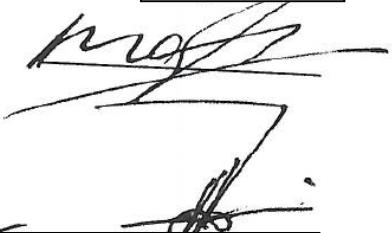
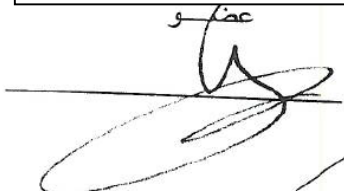
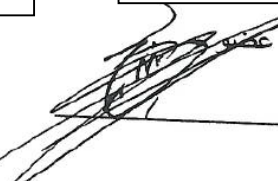
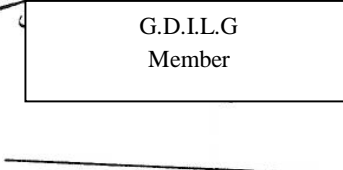
Both parties signing bellow agree with the duration and conditions of the contract based on article *12*.

Date:

With best regards

APPF and SE DM

Risk Management Company Procedure of the Weapons Fee to the advisory companies and Applicants under the *14* articles is approved.

M.o Water and energy Member	M.o Public Affair minister	M.o Mines Member
		
M.o Finance and High Council deputy member	M.o Economy Member	G.D.I.L.G Member
		
Interior minister Director of high council of the security enterprise		
