

# UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT

Dhaka, Bangladesh

June 5, 1986

Dr. M. Alauddin  
Country Representative  
The Pathfinder Fund  
House 15, Road 13A  
Dhanmondi R.A.  
Dhaka-9, Bangladesh

Subject: Amendment No. 8 to Cooperative Agreement  
No. 388-0050-A-00-1015-08

Loan and Grant Agreements

FM/LMD (if Loan)

FM/PAFD

FM/CAD

GC/ANE

ANE/Desk

ANE/TR Officer

ANE/PD Officer & File

→ PPC/CDIE/DI

Dear Dr. Alauddin:

This amendment to the Cooperative Agreement between The Pathfinder Fund (Pathfinder) and USAID/Bangladesh:

Adds U.S. \$300,000 to the Agreement for a subgrant to Swanirvar Bangladesh for family planning activities and related costs. This amount is in addition to the previously granted sum of Four Million Six Hundred Thousand United States Dollars (U.S. \$4,600,000), so that the total amount obligated in this Agreement is now Four Million Nine Hundred Thousand United States Dollars (U.S. \$4,900,000).

The reference to the total obligated amount in Section C. of the Schedule is also changed to U.S. \$4.9 million.

The Budget in Section D. is revised to read as follows:

"D. BUDGET

The following is the Budget for this Agreement, including local cost financing items, which are authorized. Revisions to this Budget shall be made in accordance with Standard Provision of this Agreement, entitled "Revision of Grant Budget."

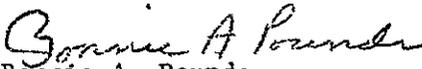
	Previous Budget Total up to <u>Amendment No. 7</u>	Additional Funds Amend- <u>ment No. 8</u>	Revised Cumula- tive Budget Total <u>Amendment No. 8</u>
I. Family Planning Activities:			
Family Planning Services Sub-Projects	\$2,622,425	173,000	2,795,425
Training and Technical Assistance	172,483	-	172,483
IEC and NGO/BDG Coordi- nation Activities	178,487	-	178,487
Evaluation	65,031	20,000	85,031
II. Direct Program Support	566,092	38,482	604,574
III. Indirect Cost (current rate=29.6%)	995,482	68,518	1,064,000
Total United States Dollars	4,600,000	300,000	4,900,000

As this budget is illustrative, the Recipient may reallocate funds among line items up to 15% of each line item, except for the Indirect Cost line item, without amendment of this Agreement. Funds also may be moved among budget categories by exchange of letters signed by both Parties without formal amendment of this Agreement."

The detailed Swanirvar subproject will be formally approved in a subsequent letter.

Please sign two originals and one stencil copy to acknowledge your acceptance of the terms and conditions of this Cooperative Agreement, and return one original and the stencil to USAID/Bangladesh. We will produce multiple copies for both parties.

Sincerely,

  
Bonnie A. Pounds  
Acting Director  
USAID/Bangladesh

Agreed:

  
Dr. M. Alauddin  
Country Representative  
The Pathfinder Fund  
Dhaka, Bangladesh.

Date: June 5, 1986.

FISCAL DATA

Appropriation	:	72-1161021.4
Budget Plan Code	:	QDAA-86-27388-BG-13
Project No.	:	388-0050
Cooperative Agreement No.	:	388-0050-A-00-1015-08
Amount Obligated	:	\$300,000

42=PD-AAG-759  
3/24/81

Cooperative Agreement No. 388-0050-A-00-1014-08-- and Grant Agreements

AMENDMENT NO. 8

TO THE

COOPERATIVE AGREEMENT

BETWEEN

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

AND

THE ASSOCIATION FOR VOLUNTARY SURGICAL CONTRACEPTION

AM/LMD (if Loan)  
AM/PAFD  
PM/CAD  
GC/ANE  
ANE/Desk  
ANE/TR Officer  
ANE/PD Officer & File  
PPC/CDIE/DI

This amendment dated June 5, 1986, between the Agency for International Development ("AID") and The Association for Voluntary Surgical Contraception ("AVSC") further amends the Cooperative Agreement between the parties dated March 24, 1981 as last amended on February 27, 1985.

1. The name of the Recipient is changed from the "Association for Voluntary Sterilization ("AVS")" to "Association for Voluntary Surgical Contraception ("AVSC")". All references to "voluntary sterilization (VS)" throughout the Cooperative Agreement are hereby changed to read "voluntary surgical contraception (VSC)."

2. The amount of the Cooperative Agreement is hereby increased by Four Million United States Dollars (U.S. \$4,000,000), so that the total amount is now Ten Million, Four Hundred Sixty-Seven Thousand, Five Hundred Fifty United States Dollars (U.S. \$10,467,550). These additional funds will be utilized for the purposes stated in the Agreement according to the revised budget in Annex 1, attached.

3. The period of this Agreement is extended until September 30, 1989. The last sentence of the first paragraph of the Grant letter dated March 24, 1981, as modified by previous amendments, is deleted and the following is substituted therefor:

"This Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period March 24, 1981 through September 30, 1989. The Terminal Disbursement Date (TDD) for this Cooperative Agreement is June 30, 1990."

4. The Section on "Substantial Involvement Understandings" inserted at the end of Section D of the Project Description by paragraph 5 of Amendment No. 6 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Substantial Involvement Understandings

"Substantial involvement understandings under this Cooperative Agreement include (1) designation of senior staff persons at the AVSC Asia Office with primary responsibility for monitoring of activities under this Agreement as key persons for performance of the agreement, (2) mutually agreed upon objectives and (3) estimated outputs for achievement of these objectives described below.

"1. Key Personnel

The following personnel furnished by the Recipient are considered to be key personnel for the performance of this Agreement:

Director, AVSC/Asia Office (or equivalent successor title),

Assistant Director, (Bangladesh Program), AVSC Asia Office (or equivalent title), - 100% of time.

The Director of AVSC/Asia Regional Office in Dhaka shall be overall responsible for the satisfactory management of this Cooperative Agreement. He will be assisted by an Assistant Director (or equivalent title) specifically assigned to the Bangladesh Program and by appropriate technical staff, as necessary, from the regional office and NY Headquarters of AVSC in the management of this program. The Assistant Director will be responsible for the day-to-day management and implementation of the activities contemplated herein. The name of this staff member will be communicated in writing to USAID by the Regional Director.

The Recipient will seek USAID concurrence regarding proposed changes in key personnel for the Assistant Director prior to the appointment of an individual to this position. If a vacancy occurs in this position, AVSC will nominate a candidate as soon as possible for USAID concurrence. If the position is not filled within such 90 days, however, AVSC shall temporarily assign a qualified staff member in this position in Bangladesh until the position is filled.

"2. Program Objectives.

The goal of this program is to provide support for the Bangladesh Government's goal of reducing fertility in Bangladesh. The purposes of this program, as described in Sections A and C above, are to expand high quality voluntary surgical contraception (VSC) and other long-term contraceptive services provided by the Bangladesh Association for Voluntary Sterilization (BAVS), and to provide technical assistance and staff development to strengthen the capabilities of BAVS, the Ministry of Health and Family Planning (MOHFP) and other NGOs to provide

high quality VSC services. The program objectives for the period 1986-1989 are as follows:

1. AVSC will provide, directly or through subcontracts, Technical Assistance and consultants to BAVS to:

- a. Expand high quality VSC and other clinical family planning services through support for the BAVS clinic network and for supportive information/education and outreach activities.
- b. Improve medical and counselling quality within the BAVS clinic system through physician, paramedic and counsellor training.
- c. Improve management and cost effectiveness of the BAVS program.
- d. Assist BAVS attain a degree of financial independence and self-reliance throughout the project period, including the provision of financial support for the purchase and/or construction of a headquarters/model clinic and training complex, and model branch service and training facilities. Construction or purchase of BAVS facilities utilizing funds provided under this Agreement is subject to prior USAID consent and approval, including but not limited to verification of title to land, review of technical specifications and the terms of solicitation documents and contracts, and construction supervision. AID engineers will consult with AVSC and BAVS as necessary to ensure that the facilities are constructed properly.

2. In addition to the attention to the BAVS program, AVSC will:

- a. Improve medical and counselling quality in the MOHFP and other NGO programs through training and other educational activities.
- b. Provide and exchange information among NGOs, MOHFP and USAID regarding medical and other problems of VSC delivery and surveillance systems.

"3. Estimated Outputs.

In addition to the AVSC program efforts mentioned above the following estimated indicators, inputs and outputs for BAVS are identified for purposes of monitoring the BAVS program and measuring achievement of their objectives.

	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>
<u>BAVS Outputs</u>				
No. of BAVS clinics	33	33	33	33
No. of users of clinical methods	60,000	70,000	80,000	90,000
No. of persons trained in family planning service delivery:				
Medical	275	300	375	350
Non-medical	550	600	650	700
<u>Estimated Inputs</u>				
<u>to BAVS</u>	1.2	1.3	1.4	-

Approximately three months after the signing of this Amendment No. 8, but no later than September 30, 1986, AVSC will forward to USAID a plan for improvement of the BAVS program, based on the AVSC comprehensive assessment of the BAVS program and performance. Based on this plan, AVSC and USAID expect to revise the table of estimated outputs given above, which may include both BAVS activities and other AVSC-supported activities, such as those with other NGOs and the MOHFP."

#### 5. SPECIAL PROVISIONS

a. The additional covenants added to the Agreement by paragraph 8 of Amendment No. 6 dated August 29, 1984 are hereby deleted.

b. The Standard Provisions attached to Amendment 7 are hereby deleted. Revised Standard Provisions, issued by AID/Washington in November, 1985, are attached to this Amendment 8 and form part of the Agreement. The revised Standard Provisions include material formerly incorporated by reference to AID Handbooks. The Standard Provisions are divided into "mandatory" and "optional" categories.

c. The following Standard Provisions are inapplicable to this Cooperative Agreement:

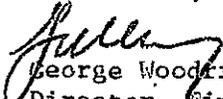
- (1) Negotiated Indirect Cost Rates - Predetermined,
- (2) Title to and Care of Property (U.S. Government Title),
- (3) Title to and Care of Property (Cooperating Country Title),
- (4) Cost Sharing (Matching).

d. Payment will normally be made under the Standard Provision "Payment - Periodic Advance", but the other two Payment provisions (Letter of Credit and Cost Reimbursement) may be used according to their applicability statements. Payment and request for advance documentation will be submitted in the format agreed to under separate correspondence.

6. Except as hereby amended, all terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

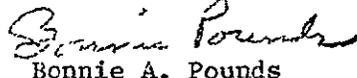
Accepted and Agreed:

The Association for Voluntary  
Surgical Contraception

By:   
George Woodring  
Title: Director, Finance & Admin  
Association for Voluntary  
Surgical Contraception

Date: June 5, 1986.

Agency for International  
Development

By:   
Bonnie A. Pounds  
Title: Acting Director  
USAID/Dhaka  
Bangladesh

Date: June 5, 1986

FISCAL DATA

Appropriation	:	72-1161021.4
Budget Plan Code	:	QDAA-86-27388-BG-13
Project No.	:	388-0050
Cooperative Agreement No.	:	388-0050-A-00-1014-08
Amount Obligated	:	\$4,000,000

BUDGET

	<u>Previous Budget Total Amendment No.6</u>	<u>Additional Funds Amendment No.8</u>	<u>Revised Cumula- tive Budget Total Amendment No.8</u>
	<u>Dollars</u>	<u>Dollars</u>	<u>Dollars</u>
Subgrants	\$6,003,800	\$3,460,000	\$9,463,800
Consultants, Contract Services and Training	150,000	300,000	450,000
Vehicles	40,000	-	40,000
AVSC Administrative Costs	210,450	200,000	410,450
Accounting and Audit	63,300	40,000	103,300
	<u>\$ 6,467,550</u>	<u>\$ 4,000,000</u>	<u>\$10,467,550</u>

As this budget is illustrative, the Recipient may reallocate funds among line items up to 15% of each line item without amendment of this Agreement.

Funds may also be moved among budget categories by exchange of letters signed by both Parties without formal amendment of this Agreement.

# UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT

Dhaka, Bangladesh

April 21, 1986 Loan and Grant Agreements

Mr. Alamgir M.A. Kabir  
President

Family Planning Association of Bangladesh (FPAB)  
2, Naya Paltan  
Dhaka-2.

Subject: Amendment No. 6 to Cooperative Agreement  
No. 388-0050-A-00-1017-06

FM/LMD (if Loan)  
FM/PAFD  
FM/CAD  
GC/ANE  
ANE/Desk  
ANE/TR Officer  
ANE/PD Officer & File  
PPC/CDIE/DI ✓

Dear Mr. Kabir:

This amendment to the Cooperative Agreement between FPAB and USAID/Bangladesh:

- a) adds U.S. \$1,500,000 to the Agreement;
- b) extends the period of the Agreement to September 30, 1989;
- c) adds a clause prohibiting performance or active promotion of abortion; and
- d) restates the entire Agreement, superceding all prior amendments and the original Grant document, except for the assurance of compliance.

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and the Federal Grant and Cooperative Agreement Act of 1977, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.", "USAID", or "Grantor") hereby grants to the Family Planning Association of Bangladesh (hereinafter referred to as "FPAB" or "Recipient") an additional sum of One Million Five Hundred Thousand United States Dollars (U.S.\$ 1,500,000) to provide support for a program in family planning as described in the Schedule (Attachment 1) and the Program Description (Attachment 2). This amount is in addition to the previously granted sum of Nine Hundred Seventy-Five Thousand United States Dollars (U.S. \$975,000), so that the total amount obligated in this Agreement is now Two Million Four Hundred Seventy-Five Thousand United States Dollars (U.S. \$ 2,475,000).

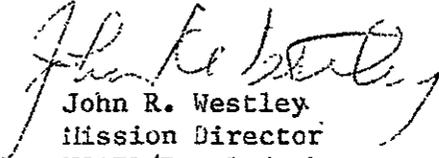
This Agreement was originally effective on June 24, 1981. All funds obligated in this Agreement apply to commitments made by FPAB in furtherance of program objectives during the period beginning with the effective date and ending on September 30, 1989.

This Cooperative Agreement is made with the Family Planning Association of Bangladesh, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled the "Schedule," Attachment 2,

entitled "Program Description," and Attachment 3 entitled "Standard Provisions," which have been agreed to by your organization.

Please sign two originals and one stencil copy to acknowledge your acceptance of the terms and conditions of this Cooperative Agreement, and return one original and the stencil to USAID/Bangladesh. We will produce multiple copies for both parties.

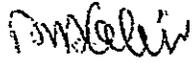
Sincerely,

  
John R. Westley  
Mission Director  
USAID/Bangladesh

Attachments:

Attachment 1, the Schedule;  
Attachment 2, Program Description; and  
Attachment 3, Standard Provisions

Agreed:

  
Mr. Alamgir M.A. Kabir  
President  
Family Planning Association of Bangladesh (FPAB)

Date: April 21, 1986

FISCAL DATA

Appropriation	:	72-1161021.4
Budget Plan Code	:	QDAA-86-27388-BG-13
Project No.	:	388-0050
Cooperative Agreement No.	:	388-0050-A-00-1017-06
Amount Obligated	:	\$1,500,000

ATTACHMENT 1: THE SCHEDULE

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for a program in family planning, as more specifically described in Attachment 2 to this Agreement entitled "Program Description".

B. PERIOD OF AGREEMENT

The effective date of this Agreement is June 24, 1981. The expiration date of this Agreement is September 30, 1989. The terminal date of disbursement is June 30, 1990.

C. AMOUNT OF AGREEMENT AND PAYMENT

The total obligated amount of this Agreement is \$2,475,000, of which \$1,500,000 is obligated by this Amendment No. 6. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 - Standard Provision No. 14A "Payment - Periodic Advance;" or No. 14B, "Payment - Cost Reimbursement."

D. BUDGET

The following is the Budget for this Agreement, including local cost financing items, which are authorized. Revisions to this Plan shall be made in accordance with Standard Provision No. 4 of this Agreement, entitled "Revision of Grant Budget."

Funds may also be moved among budget categories by exchange of letters signed by both Parties without formal amendment of this Agreement, and the Recipient may reallocate funds among line items up to 15% of the transferee line item.

	<u>Previous Budget Total through Amendment No.5</u>	<u>Additional Funds for this Amendment No.6</u>	<u>Total</u>
Projects	\$ 840,000	\$1,210,000	\$ 2,050,000
Overseas Training	30,000	40,000	70,000
Local Training	--	25,000	25,000
External Evaluation	5,000	50,000	55,000
Administrative, Accounting and Audit Costs	100,000	175,000	275,000
TOTAL U.S. DOLLARS	<u>975,000</u>	<u>1,500,000</u>	<u>2,475,000</u>

E. SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

Substantial involvement understandings under this Cooperative Agreement include (i) mutually agreed upon objectives and (ii) illustrative outputs for achievement of these objectives described below.

(i) Program Objectives

The goal of this program is to decrease fertility in Bangladesh. The purpose of this program as described in Section A of Attachment 2 to the Agreement is to increase family planning acceptance through expansion of community-based family planning services and IEC programs, and to strengthen community participation in family planning programs. The program objectives for the period 1986-1989 are as follows:

(a) continue and expand the scope of successful ongoing family planning service delivery projects assisted by USAID.

(b) develop and implement new family planning service delivery projects in urban and rural areas.

(c) develop and implement IEC activities to promote the small family norm and family planning acceptance, including production and distribution of films, and workshops for village-level opinion leaders.

(d) strengthen community participation in family planning programs both through community involvement in family planning service delivery and IEC projects described above, and through discrete activities to strengthen community participation in the national family planning program.

(e) strengthen the institutional capacity of the FPAB National Office and District Branches to develop, implement, manage, monitor, and evaluate an expanded family planning program through short-term training for mid-level management staff and volunteers.

(f) provide logistic support/contraceptives to AID-funded family planning projects.

(ii) Estimated Outputs

The following estimated illustrative outputs are identified for purposes of monitoring the program and measuring achievement of the objectives described above.

	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>
<u>Family Planning Services:</u>				
Year-end active users (temporary methods)	175,000	200,000	225,000	250,000
Total couple year protection (temporary methods)	90,000	100,000	115,000	130,000,
Referrals for Voluntary Sterilization (VS)	15,000	18,000	20,000	25,000
<u>IEC Programs</u>				
Films produced	1	1	1	1
Village leader parti- cipants in family planning workshops	2,000	2,500	2,500	2,500
Participants trained in short-term third- country and U.S. training courses:				
FPAB mid-level management staff	3	4	5	7
Volunteers	3	2	2	3

**F. REPORTING AND EVALUATION**

Six months after the initiation of each project, and annually thereafter, FPAB will submit to USAID/Dhaka a project progress report. This report should include at a minimum:

- amount of project expenditures;
- appropriate measures of program effectiveness; where applicable, statistical report on the number of contraceptive acceptors, continuation rates, and contraceptive prevalence;
- detailed list of project accomplishments and problems.

FPAB will submit an annual overall progress report to USAID/Dhaka. The report will be submitted within three (3) months after the end of the reporting year. This report will summarize all activities conducted with the resources and under the auspices of the Agreement as a whole, including a summary of the accomplishments.

USAID/Dhaka reserves the right to visit all project locations and to monitor and evaluate projects any time during the period of this Grant and thereafter for a period of three years.

FPAB agrees to establish evaluation mechanisms for all projects to examine, where applicable, project impact on contraceptive prevalence in the project area and the cost-effectiveness of the project's activities. A prevalence programming tool can be used as the basis for estimating prevalence where reliable data on continuing users are not available. For new subprojects, a baseline estimate of the number of eligible couples and pre-project contraceptive prevalence must be made in order to facilitate the measurement of project progress.

FPAB shall furnish service statistics required for the USAID/Bangladesh internal management information system (MIS) for AID-funded NGO projects, as requested by AID.

FPAB will arrange for annual audits of all expenditures under the USAID Grant by an independent chartered accounting firm. The auditors will follow audit guidelines provided by USAID. Audit reports will be submitted to USAID/Dhaka.

**G. SPECIAL PROVISIONS**

1. The following Standard Provisions are inapplicable to this Agreement:

- (a) No. 29B, Title to and Care of Property (Cooperating Country Title),
- (b) No. 29C, Title to and Use of Property (U.S. Government Title),
- (c) No. 30A, Cost Sharing (Matching).
- (d) No. 30B, Cost Sharing (Nonmatching).

2. The following "Clauses (d) and (e)" concerning restrictions on abortion-related activity apply to this Agreement effective upon signature of this Amendment No. 6. These Clauses (d) and (e) supplement Standard Provision No. 26 on Voluntary Population Planning. For on-going subprojects, FPAB will obtain the required signed certification and agreement from each subproject within three (3) months after signature of this Amendment. For new subprojects or renewals, FPAB will obtain the signed certification and agreement before disbursing funds to the subproject. USAID/Dhaka will assist with reproduction of model certification and agreement forms if requested by FPAB.

(d) Ineligibility of Foreign Nongovernmental Organizations That Perform or Actively Promote Abortion as a Method of Family Planning:

(1) The recipient certifies that it does not now and will not during the term of this grant perform or actively promote abortion as a method of family planning in AID-recipient countries or provide financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph, a foreign nongovernmental organization is a nongovernmental organization which is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

(2) The recipient agrees that the authorized representatives of AID may, at any reasonable time, (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the family planning activities of the recipient, including reports, brochures and service statistics; (ii) observe the family planning activity conducted by the recipient; (iii) consult with family planning personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one.

(3) In the event AID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall make available to AID such books and records and other information as AID may reasonably request in order to determine whether a violation of the undertaking has occurred.

(4) The recipient shall refund to AID the entire amount of assistance furnished under this grant in the event it is determined that the certification provided by the recipient under subparagraph (1), above, is false.

(5) Assistance to the recipient under this grant shall be terminated if the recipient violates any undertaking required by this paragraph (d), and the recipient shall refund to AID the value of any assistance furnished under this grant that is used to perform or actively promote abortion as a method of family planning.

(6) The recipient may not furnish assistance under this grant to a foreign nongovernmental organization (the subrecipient) unless (i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in AID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities and (ii) the recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (7), below.

(7) Prior to furnishing assistance under this grant to a subrecipient, the subrecipient must agree in writing that:

(i) The subrecipient will not, while receiving assistance under this grant, perform or actively promote abortion as a method of family planning in AID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities.

(ii) The recipient and authorized representatives of AID may, at any reasonable time, (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one.

(iii) In the event the recipient or AID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. AID may also review the family planning program of the subrecipient under these circumstances, and AID shall have access to such books and records and information for inspection upon request.

(iv) The subrecipient shall refund to the recipient the entire amount of assistance furnished to the subrecipient under this grant in the event it is determined that the certification provided by the subrecipient under subparagraph (6), above, is false.

(v) Assistance to the subrecipient under this grant shall be terminated if the subrecipient violates any undertaking required by this paragraph (d), and the subrecipient shall refund to the recipient the value of any assistance furnished under this grant that is used to perform or actively promote abortion as a method of family planning.

(vi) The subrecipient may furnish assistance under this grant to another foreign nongovernmental organization (the sub-subrecipient) only if (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in AID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations

to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (7)(i)-(v), above.

(8) Agreements with subrecipients and sub-subrecipients required under this subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (d).

(9) The recipient shall be liable to AID for a refund for a violation by a subrecipient relating to its certification required under subparagraph (6) or by a subrecipient or sub-subrecipient relating to its undertakings in the agreement required under subparagraphs (6) and (7) only if (i) the recipient knowingly furnishes assistance to a subrecipient which performs or actively promotes abortion as a method of family planning, or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient, or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this grant, that a subrecipient has violated any of the undertakings required under subparagraph (7) and the recipient fails to terminate assistance to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient which violates any undertaking of the agreement required under subparagraph (7)(vi), above. If the recipient finds, in exercising its monitoring responsibility under this grant, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (13)(iii)(A)(II) and shall describe to AID the reasons for reaching its conclusion.

(10) In submitting a request to AID for approval of a recipient's decision to furnish assistance to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. AID may request the recipient to make additional efforts to verify the validity of the certification. AID will inform the recipient in writing when AID is satisfied that reasonable efforts have been made. If AID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to AID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to AID the efforts made by the recipient to verify the validity of the certification.

(11) It is understood that AID also may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.

(12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(iv) each time a new agreement is executed with the subrecipient or sub-subrecipient furnishing assistance under this grant.

(13) The following definitions apply for purposes of this paragraph (d):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals which do not include abortion in their family planning programs.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counsellor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning;

(IV) Conducting a public information campaign in AID-recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortions as a result of rape, incest or if the life of the mother would be endangered if the fetus were carried to term.

(C) Action by an individual acting in the individual's own capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.

(iv) To furnish assistance to a foreign nongovernmental organization means to provide financial support under this grant to the family planning program of the organization, and includes the transfer of funds made available under this grant or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or sub-subrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

(14) In determining whether a foreign nongovernmental organization is eligible to be a recipient, subrecipient or sub-subrecipient of assistance under this grant, the action of separate nongovernmental organizations shall not be imputed to the recipient, subrecipient or sub-subrecipient, unless, in the judgment of AID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (d). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request AID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to AID therefor, that the family planning activities of the organizations are sufficiently distinct as to warrant not imputing the activity of one to the other.

(15) Assistance may be furnished under this grant by a recipient, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its

family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.

(e) The grantee shall insert this provision except paragraph (d) in all subsequent subgrants and contracts involving family planning or population activities which will be supported in whole or part from funds under this grant. Paragraph (d) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph (d). The term subagreement means subgrants and subcooperative agreements.

H. TITLE TO PROPERTY

Title to property financed under this Agreement shall vest in the Recipient pursuant to the Standard Provision No. 29A entitled "Title To and Use of Property (Grantee Title)."

I. THE AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Agreement is A.I.D. Code 941. Local cost financing in Bangladesh is also authorized.

PROGRAM DESCRIPTION

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enable the Family Planning Association of Bangladesh to continue and expand activities in the following areas:

- (a) popularising the concept of small family norm through IE&C activities;
- (b) assisting other non-governmental organizations to provide family planning services along with their other activities;
- (c) supplementing and complementing the Government Family Planning program by providing services in areas where there is insufficient coverage;
- (d) developing and demonstrating new approaches for Family Planning client motivation and service utilization;
- (e) developing the management capabilities of volunteers, program managers and fieldworkers through training.

B. BACKGROUND AND JUSTIFICATION

The Family Planning Association of Bangladesh (FPAB), established in 1953, has pioneered the family planning movement in this country. In the early stages, other than providing family planning services to the couples who voluntarily accepted family planning, the FPAB also influenced the Government to establish family planning as a priority national program. With the introduction of national program in mid sixties, the role of the Family Planning Association was re-defined to supplement and complement the national program. FPAB, through its 20 District Branches, supports the following:

1. Utilization of Traditional Healers in family planning (TH)
2. Use of Voluntary Agencies in Population Activities (UVAPA)
3. Production of Documentary Films on Family Planning
4. NGO Commodity Distribution Scheme
5. Training/Staff Development

Since 1981, USAID has granted a sum of US\$ 975,000 for implementation of these projects.

C. PROGRAM FOCUS AND DESCRIPTION

FPAB will make effective use of its broad experience and demonstrated competency in the field of population education and family planning. The scope of this Agreement will encompass such areas as assisting AID in developing and implementing family planning and MCH service programs, including related training, information and education activities for these programs, developing and demonstrating new and improved approaches to family planning acceptance and practice, and supporting other appropriate programs which may be mutually acceptable in the fields of family planning and health.

The Agreement will be used primarily in the following ways:

- to fund collaborative projects, utilising the other voluntary agencies and members;
- to identify, training and utilize rural medical practitioners to promote family planning and recruit family planning acceptors;
- to fund the production of family planning documentary films and supply films to other NGOs;
- to improve the Association's management capabilities by training (in-country and overseas) its volunteers and staff members;
- to procure contraceptives from the Government warehouse and supply other NGO Grantees of USAID, including The Asia Foundation, Pathfinder Fund and FPIA.

D. DESCRIPTION OF CURRENT PROJECTS

1. UTILIZATION OF TRADITIONAL HEALERS IN FAMILY PLANNING (TH).

In Bangladesh almost 75% of the rural population depends on traditional rural medical practitioners for curative health services. These healers live in all the corners of Bangladesh and almost all of them have a dispensary, mostly in market places, where people usually travel to purchase daily necessities. By virtue of their profession, they are opinion leaders in the health area, and are definitely a potential group to promote family planning and deliver services. FPAB recognised the potential of the group and started utilizing 500 such healers in 10 Upazillas. In mid-1984, USAID approved expansion of the project and included 10 more Upazillas under the project.

The Healers mainly supply contraceptives from their dispensaries and do home visits for follow up and resupply. A three day training course has been given to the TH. The healers are paid only a conveyance allowance of Taka 100/- per

month. The project is supervised by a Field Work Supervisor (FWS) based in District Headquarters, who has been provided with a motorcycle. The FWS is under the control of District Project Officer and District Executive Committee. The involvement thus far of 1,000 Traditional Healers in the promotion of family planning services to rural couples shows that this is a successful approach to providing family planning services in rural areas. Up to December, 1985 a total number of 141,263 clients have been recruited as new acceptors, 13,595 clients were referred to the FPAB/BAVS/Govt. and other clinics for permanent methods, and a total number of 71,149 clients were active users of various methods. Throughout the Cooperative Agreement period, FPAB will continue to support at least 1,000 Traditional Healers in 20 Upazillas, and will expand further if funding permits.

## 2. USE OF VOLUNTARY AGENCIES IN POPULATION ACTIVITIES (UVAPA):

In Bangladesh there are roughly 5,000 local level voluntary agencies engaged in community development and recreational activities. The members of these organizations are mostly youth. Considering the potential of these groups, FPAB in 1981 started this programme in 12 Districts. By 1985, a total of 1,000 volunteers in 200 clubs (voluntary agencies) have been performing family planning education and service delivery activities. Since the beginning of the Project until December, 1985 a total number of 147,517 clients have been recruited as new acceptors, and 20,088 clients were referred to FPAB/Govt./BAVS and other clinics for permanent methods. By December, 1985 a total of 79,691 clients were active users of various methods. The volunteers are paid only Tk.100/- per month for conveyance and incidental expenses.

The volunteers receive a 3 day orientation on education techniques and use-effectiveness of contraceptive methods. A Fieldworker Supervisor is appointed in each District to monitor and supervise the activities of volunteers on a regular basis under the general directives of the District Project Officer. This project will continue during this Cooperative Agreement period, and will expand if funding permits.

## 3. PRODUCTION OF DOCUMENTARY FILMS:

Through the years, it has been observed that films are a very effective medium of communication and the impact of film shows in popularising the concept of Family Planning in rural illiterate Bangladesh has been demonstrated. In 1982 - 1983 through USAID funding, FPAB produced a 20 minute film entitled "Samadhan" and made 55 prints. Another film "Shesh Rakkha" has been produced in 1985 (60 prints). Forty-nine prints of "Samadhan" and 36 prints of "Shesh Rakkha" have been distributed to different programmes and they have reached an audience of over 11,00,000 in 648 shows through 1985. The films have created a great impact in the field of family planning as it is an entertaining as well as educational device. From now on until the PACD (30 Sept. 1989), one film per year will be produced.

4. NGO COMMODITY DISTRIBUTION SCHEME:

FPAB procures contraceptives from the Government TEMO warehouse and supplies them to NGOs funded by USAID, such as The Asia Foundation, Pathfinder Fund, and FPIA. As of 1983, the USAID entrusted to FPAB the tasks of collecting contraceptives from the Government warehouse, and of ensuring regular and timely supply of contraceptives to several NGO organizations, on demand both at Dhaka and at the District level. Under this Project, 91 sub-grantees of 4 USAID-funded NGOs and 2 Projects with 40 service points in 19 Districts are supplied by FPAB. The sub-grantees are spread all over Bangladesh. This NGO Commodity Distribution Scheme will continue during this period with the objectives of extending warehouse facilities, improving stock supplies, and distributing supplies more efficiently.

5. TRAINING/STAFF DEVELOPMENT:

FPAB will continue its in-country training of THs, UVAPA volunteers, and FPAB mid-level management staff in order to strengthen staff development. Selected FPAB managers or volunteers may also be sent for short-term management training in the U.S. or third countries.

E. SUBPROJECT CHARACTERISTICS AND APPROVAL.

Funds under this Agreement may be used to support the above-described family planning activities of any non-governmental organization (NGO) in Bangladesh, provided the NGO is properly registered and has sound financial and management systems, and complies with all the relevant provisions of this Agreement, including the Standard Provision on Voluntary Population Planning and Clauses d and e in Section G.2. of the Schedule. The UVAPA and Traditional Healers (TH) subprojects carried out under this Agreement were previously approved, and no further approval is required to continue the present or to initiate new UVAPA or TH subprojects, provided the above requirements are followed, including the submission of required reports. Prior USAID/Dhaka approval will be required, however, for any UVAPA subproject estimated to cost more than \$50,000 per year, or for other new NGO subprojects estimated to exceed \$25,000 per year.

A.I.D. PROJECT NUMBER 388-0050

Loan and Grant Agreements

FM/LMD (if Loan)

FM/PAFD

FM/CAD

GC/ANE

ANE/Desk

ANE/TR Officer

ANE/PD Officer & File

> PPC/CDIE/DI

AMENDMENT NO. 6

TO THE

PROJECT GRANT AGREEMENT

BETWEEN

THE PEOPLE'S REPUBLIC OF BANGLADESH

AND

THE UNITED STATES OF AMERICA

FOR

FAMILY PLANNING SERVICES

DATED: JUNE 30, 1986

DHAKA  
BANGLADESH

AMENDMENT NO. 6 TO THE PROJECT GRANT AGREEMENT  
A.I.D. PROJECT NO. 388-0050; FAMILY PLANNING SERVICES.

The Project Grant Agreement dated April 27, 1981, between the People's Republic of Bangladesh ("Grantee", or "Cooperating Country") and the United States of America ("Grantor") acting through the Agency for International Development ("A.I.D."), previously amended on May 6, 1982, June 28, 1983, August 30, 1984, July 3, 1985, and September 22, 1985, is hereby further amended by this Amendment No. 6, dated June 30, 1986, as follows:

1. In Article 3: Financing, SECTION 3.1. The Grant, is deleted and the following is inserted in lieu thereof:

"SECTION 3.1 The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to increase the funding of this Agreement by adding not to exceed Eight Million Nine Hundred Thousand United States Dollars (U.S. \$8,900,000) in grant funds to the previously granted Thirty-Eight Million Eight Hundred Thirteen Thousand Two Hundred and Thirty-Eight United States Dollars, (U.S.\$ 38,813,238). The total amount of assistance provided under this Agreement, therefore, is Forty-Seven Million Seven Hundred Thirteen Thousand, Two Hundred and Thirty-Eight United States Dollars (U.S. \$47,713,238) ("Grant").

"The Grant may be used to finance foreign exchange costs, as defined in Section 5.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project."

2. In Section 3.3(a), the Project Assistance Completion Date (PACD) is changed to September 30, 1989.

3. In Article 4, Conditions Precedent to Disbursement, Section 4.2 Additional Disbursement for Voluntary Surgical Contraception, the following subsection 4.2 (c) is added:

"(c) Prior to any further disbursement under this Project Grant Agreement for voluntary surgical contraception after January 1, 1987, or to issuance by A.I.D. of any documentation pursuant to which such disbursement will be made, the Grantee will, except as A.I.D. may agree otherwise in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. documents or other evidence demonstrating that the Grantee has made satisfactory progress in accomplishing the following activities:

"(i) Field testing the feasibility of Family Welfare Assistant (FWA) and Health Assistant (HA) job descriptions developed by MOHFF based on the priorities of the Grantee's Third Five Year Plan, and modifying the descriptions as necessary based on the field test results."

4. All of the currently effective covenants in Article 5, Sections 5.2 and 5.3 are hereby restated for the convenience of the Parties:

"SECTION 5.2 Project Covenants

"(a) The Grantee agrees to establish and operate a sterilization surveillance system in accordance with the plan accepted by A.I.D. under Article 4.2(a) above and in a manner satisfactory to A.I.D.

"(b) (i) all funds provided under the Grant shall be used in accordance with A.I.D.'s population assistance policy; (ii) none of the funds provided under the Grant, or goods or services financed thereby, may be used for the performance of abortions as a method of family planning, or to motivate or coerce any person to undergo an abortion; (iii) funding provided by A.I.D. for this Project shall be disbursed in reimbursement for costs incurred, or as advances to segregated Grantee accounts for approved expenditures, or through such other methods as agreed by A.I.D. in writing, to ensure that none of the funds furnished by A.I.D. for the Project can be used to support abortions; and (iv) none of the funds provided under this Grant will be used in support of non-U.S. nongovernmental organizations which perform or actively promote abortion as a method of family planning.

"(c) None of the funds provided under the Grant, or goods or services financed thereby, may be used for, or in support of, a program that includes involuntary sterilization as a method of family planning or coercion or financial incentives to any person to undergo sterilization. In this connection the Grantee agrees as follows: (1) There shall be a standardized informed consent form which shall be completed by all acceptors of such voluntary surgical contraception financed in whole or part by A.I.D. funds, and which may not be modified during the life of this Agreement without the prior written agreement of the Cooperating Country and A.I.D.; (2) no payments in cash or kind shall be made to any acceptor or provider of sterilization services under this Grant unless such payment is made to acceptors for items of cost, such as wage loss, child care expenses and food expenses calculated for the project on the basis of reasonable average cost or to compensate medical staff and field workers for medical and support services provided by such personnel; (3) payments approved by A.I.D. shall not be increased without the prior written agreement of the Cooperating Country and A.I.D.; and (4) the Grantee agrees to establish and maintain systems that lead to verifiable improvements in the quality of sterilization services.

"(d) The Grantee agrees to make available sufficient quantities of the A.I.D.-provided contraceptives, voluntary sterilization reimbursements, and medical supplies, in a timely manner, to meet the needs of the approved family planning/

maternal and child health programs of the following non-governmental organizations:

1. Population Services International (Social Marketing Project)
2. Family Planning Services and Training Center
3. The Asia Foundation
4. The Pathfinder Fund
5. Family Planning Association of Bangladesh
6. International Centre for Diarrhoeal Disease Research, Bangladesh
7. Association for Voluntary Surgical Contraception and Bangladesh Association for Voluntary Sterilization
8. Any other MOHFP-approved non-governmental organizations and or their approved family planning/maternal and child health programs

"(e) All commodities, supplies, materials, equipment, vehicles and other goods financed by U.S.A.I.D. and imported into Bangladesh after endorsement by the Ministry of Health and Family Planning (MOHFP) for use in family planning and related programs by the International Centre for Diarrhoeal Disease Research, Bangladesh (ICDDR,B), Cooperative for American Relief Everywhere (CARE), Bangladesh Fertility Research Project (BFRP), the Family Planning Services and Training Center (FPSTC), the Association for Voluntary Surgical Contraception (AVSC) and the Bangladesh Association for Voluntary Sterilization (BAVS), The Pathfinder Fund (Pathfinder), Family Planning International Assistance (FPIA), The Asia Foundation (TAF), Population Services International/Social Marketing Project (PSI/SMP), the Family Planning Association of Bangladesh (FPAB), University Research Corporation (URC), or by their subgrantees or successor organizations, or other nongovernmental organizations approved by MOHFP, shall be exempt from all taxes, customs duties, fees or tariffs imposed under the laws of the People's Republic of Bangladesh.

"(f) The Grantee will develop and implement a time-phased plan, acceptable to A.I.D., to improve the procurement, storage, distribution and monitoring of family planning commodities. Periodic physical inventories will be conducted.

"(g) None of the funds provided under the Grant, nor goods or services financed thereby, may be used to support a program of awards for family planning activities unless such program, including a detailed implementation plan, is approved by

A.I.D. in writing; decisions will be taken after joint consultation between Grantee and A.I.D."

"SECTION 5.3. Return of Trainees. The Grantee shall secure the return of all trainees to Bangladesh after completion of their training abroad, shall assign the trainees to Bangladesh Government (BDG) or other positions relevant to the training received and shall utilize the trainees in such positions according to BDG law and regulations. Further, for trainees trained in the U.S., the Grantee shall not issue any nonobjection letters concerning waiver of the two year home country residency requirement applicable to immigrant, permanent residence, or H or L visas under Section 212(e) of the U.S. Immigration and Nationality Act, without the prior written consent of A.I.D. Participant training elements of this Project will be accomplished in accordance with the policies, allowances, guidance, and reporting requirements of A.I.D. Handbook 10 - Participant Training."

4. Project Description and Budget

A. To the budget on Page 2, Annex 1 of the Grant Agreement, as amended, is hereby further added the sum of United States Dollars 8,900,000 for the following budget categories:

I. Local Costs for the Voluntary Sterilization Program

Funds for the voluntary sterilization (VS) program will support compensation to providers of services; extra expenses of helpers; and acceptor costs for food, transportation, and wage loss. The cost of surgical apparel will be reimbursed until the implementation of the Third World Bank Population and Family Health Project. Funds will also support periodic evaluations of the voluntary sterilization program, printing and distribution of informed consent forms, and other approved costs associated with improving the quality of VS services. \$1,315,000

II. Commodities and Logistics

Funds for contraceptive commodities and logistical support include funds for construction or renovation of storage facilities or other construction, logistics, or commodity requirements. \$3,250,000

III. Family Planning Services and Training Centre (FPSTC)

Funds for FPSTC will support subprojects; a share of FPSTC core management costs; logistics and information, education and communication (IEC) support for subprojects; and staff development through short-term training of FPSTC and sub-project staff. \$ 900,000

IV. IUD Reimbursement Program

Funds for the IUD reimbursement program will support fees for the service provider, fieldworker compensation, and client transportation costs as well as a yearly evaluation. \$1,000,000

V. Contraceptive Prevalence Survey

These funds will continue USAID support for surveys of national prevalence of contraceptive use. These surveys are the principal means of evaluating the project. \$ 185,000

VI. Technical Resources, Research and Training

These funds will be used to support training, research, evaluation, printing and technical assistance in support of project goals. \$2,250,000

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AMENDMENT NO. 6 TOTAL = UNITED STATES DOLLARS 8,900,000

A revised Summary of Obligations, FY 81-86, is provided as an Appendix to this Amendment No. 6.

B. In addition, contraceptive commodities valued at \$4,100,000 are intended to be made available to the Grantee from A.I.D./Washington's central procurement system for distribution to clients of the Grantee's family planning program and to clients of approved nongovernmental organizations.

5. In Article 8, Section 8.2 is revised to read:

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of Secretary or Joint Secretary of the External Resources Division, Ministry of Finance, and A.I.D. will be represented by the individual holding or acting in the Office of Director, U.S.A.I.D./Bangladesh, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description of the project in Annex 1. The Secretary of the Ministry of Health and Family Planning is designated an additional representative of the Grantee under this Agreement, who may by written notice designate other such additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

AMENDMENT 6 TO THE A.I.D. PROJECT GRANT AGREEMENT 388-0050: PAGE 7

6. All other terms and conditions of the Project Grant Agreement No. 388-0050 dated 27 April 1981, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the People's Republic of Bangladesh and the United States of America, each acting through their respective duly authorized representatives, have caused this Amendment No. 6 to be signed in their names and delivered as of June 30, 1986.

FOR THE PEOPLE'S REPUBLIC OF BANGLADESH

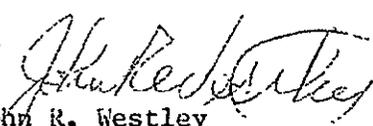
BY

  
30/6/86  
M. Akhtar Ali  
Joint Secretary  
External Resources Division  
Ministry of Finance

Date: June 30, 1986.

FOR THE UNITED STATES  
OF AMERICA

BY

  
John R. Westley  
Mission Director  
USAID/Dhaka

Dated: June 30, 1986.

AMENDMENT 6 TO THE A.I.D. PROJECT GRANT AGREEMENT NO. 388-0050:APPENDIX

AMENDMENT NO. 6 TO THE FAMILY PLANNING SERVICES PROJECT GRANT AGREEMENT  
A.I.D. PROJECT NO. 388-0050.

SUMMARY OF OBLIGATIONS  
(U.S.DOLLARS)

<u>Component</u>	<u>FY 1981-1985</u> <u>(through Amendment 5)</u>	<u>FY 1986</u> <u>(Amendment 6)</u>	<u>Total</u> <u>Obligation</u>
1. Voluntary Sterilization <u>d/</u>	24,999,525	1,315,000	26,314,525
2. Commodities and Logistics <u>a/</u> (Contraceptives, equipment, construction and supplies)	8,400,895	3,250,000	11,650,895
3. Family Planning Services and Training Center (FPSTC)	1,150,000	900,000	2,050,000
4. IUD Reimbursement Program <u>b/</u>	1,340,000	1,000,000	2,340,000
5. Contraceptive Prevalence Surveys	200,000	185,000	385,000
6. Demand Creation <u>c/</u>	1,556,000	0	1,556,000
7. Training <u>d/</u>	153,336	0	153,336
8. Operations Research <u>d/</u>	166,530	0	166,530
9. Local Family Planning <u>d/</u>	363	0	363
10. MCH Materials <u>d/</u>	129,043	0	129,043
11. Printing <u>d/</u>	3,594	0	3,594
12. Evaluation <u>d/</u>	0	0	0
13. Technical Resources, Research and Training (TRRT) <u>d/</u>	<u>713,952</u>	<u>2,250,000</u>	<u>2,963,952</u>
TOTAL UNITED STATES DOLLARS	<u>38,813,238</u>	<u>8,900,000</u>	<u>47,713,238</u>

a/ Includes funds originally programmed under "Medical Kits" and "Clinical Supplies and Equipment." The FY 86 amendment includes funds for construction or renovation of storage facilities or other construction and logistics activities.

b/ In FY 81-83, funds for IUD Reimbursement program were taken from "Demand Creation" element of Grant. In FY 84, the "IUD Reimbursement Program" line item was added to the Grant.

c/ See b/ above. Also the \$900,000 obligated in FY 84 under the "Demand Creation" element for the BDG Individual and Community Awards Program, have subsequently been reprogrammed to the "Voluntary Sterilization" element (PIL 63).

d/ In Amendment No. 3 to Grant, (PIL 57 and PIL 72) funds remaining uncommitted in the elements 7-12 were reprogrammed into a new element "Technical Resources, Research and Training" (\$713,952) and the "Voluntary Sterilization" element (\$307,182.40).

Agricultural Research Phase II  
A.I.D. PROJECT NUMBER 388-0051

Loan and Grant Agreements

FM/LMD (if Loan)

FM/PAFD

FM/CAD

GC/ANE

ANE/Desk

.. ANE/TR Officer

ANE/PD Officer & File

→ PPC/CDIE/DI

AMENDMENT NO. 5

to the

PROJECT GRANT AGREEMENT

between

THE PEOPLE'S REPUBLIC OF BANGLADESH

and

THE UNITED STATES OF AMERICA

for the

AGRICULTURAL RESEARCH PHASE II PROJECT

DATED: June 30, 1986.

USAID/Dhaka,  
Bangladesh

A.I.D. PROJECT NO.388-0051  
AGRICULTURAL RESEARCH PHASE II

AMENDMENT NO. 5 TO PROJECT GRANT AGREEMENT

The Project Grant Agreement dated June 5, 1981 between the People's Republic of Bangladesh ("Government", or "Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D."), as last amended on February 10, 1985, is hereby further amended by this Amendment No. 5 dated June 30, 1986 as follows:

1. Section 3.1 is deleted and the following is inserted in lieu thereof:

"SECTION 3.1 The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to increase the funding of this Agreement by adding not to exceed Four Million Four Hundred Thousand United States Dollars (U.S. \$4,400,000) in grant funds to the previously granted Twenty Two Million Five Hundred Ninety Thousand United States Dollars (\$22,590,000). The total amount of assistance provided under this Agreement, therefore, is Twenty-Six Million Nine Hundred Ninety Thousand United States Dollars (U.S. \$26,990,000) ("Grant").

"The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project."

2. The Project Assistance Completion Date (PACD) in Section 3.3(a) is changed to June 30, 1987.

3. Section 4.1(d) is deleted and the following is inserted in lieu thereof:

"(d) Prior to disbursement under the Grant of funds obligated by this Amendment No. 5, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. evidence of the designation of the Chairman of the Bangladesh Agricultural Research Council (BARC), the Director General of the Bangladesh Rice Research Institute (BRRI), and the Director of the Institute of Post Graduate Studies in Agriculture (IPSA) as additional representatives, as that term is used in Section 8.2 below, of the Grantee for the Project authorized to sign Project documents and manage the Project on behalf of the Grantee."

4. At Annex 1, delete "Table One, Summary of Cost Estimates" and insert in lieu thereof the attached "Table One".

5. At Annex 1, delete "Table Two, Project Year Expenditure Funds Schedule" and insert in lieu thereof the attached "Table Two".

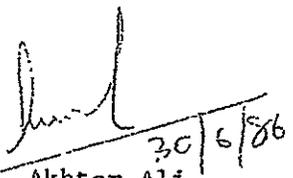
6. All other terms and conditions of the Project Agreement No.388-0051 dated June 5, 1981 as amended on August 27, 1982, June 29, 1983, June 4, 1984, and February 10, 1985 shall remain in full force and effect.

IN WITNESS WHEREOF, the Government and A.I.D., each acting through their respective duly authorized representatives have caused this Amendment No. 5 to be signed in their names and delivered as of June 30, 1986.

THE PEOPLE'S REPUBLIC OF  
BANGLADESH

THE UNITED STATES OF  
AMERICA

BY:

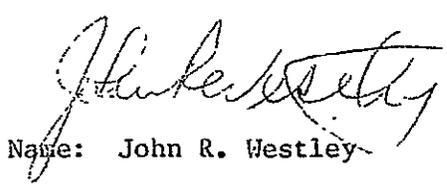


Name: M. Akhtar Ali

Title: Joint Secretary  
External Resources Division  
Ministry of Finance

Date: June 30, 1986.

BY:



Name: John R. Westley

Title: Mission Director  
USAID/Dhaka  
Bangladesh

Date: June 30, 1986.

AMENDMENT 5 TO THE A.I.D. PROJECT GRANT AGREEMENT 388-0051:ANNEX 1, TABLE 1

Summary of Cost Estimates

Table 1: Project Input Costs (In U.S. \$000)

<u>Project Component</u>	<u>USAID Contribution</u>			<u>Total</u>	<u>BDG Contribution</u>
	<u>Technical Assistance</u>	<u>Training</u>	<u>Commodities and Other</u>		
Research Systems Management	2,773	300	1,343	4,416	3,500
Farming Systems Research	803	305	306	1,414	2,410
Economic and Social Science	1,500	240	300	2,040	1,890
Information & Library Services	434	64	350	848	110
Crop Research	1,885	357	500	2,742	1,850
Livestock Research	369	120	100	589	980
Soil Management	495	308	400	1,203	400
Water Management	3,023	1,630	1,200	5,853	20
Pest Control Research	<u>3,116</u>	<u>220</u>	<u>115</u>	<u>3,415</u>	<u>340</u>
Sub-Total:	14,398	3,544	4,614	22,556	11,500
TA Support/Vehicles/Eval.	560	-	189	749	-
Motorcycles/Bicycles	<u>-</u>	<u>-</u>	<u>100</u>	<u>100</u>	<u>-</u>
Total:	14,958	3,544	4,903	23,405	11,500
Contribution to BRR1	3,000	-	-	3,000	6,500
Contribution to IPSA	-	485	100	585	-
Net Total:	<u>17,958</u>	<u>4,029</u>	<u>5,003</u>	<u>26,990</u>	<u>18,000</u>

AMENDMENT 5 TO THE A.I.D. PROJECT GRANT AGREEMENT 388-0051:ANNEX 1, TABLE 2

Table 2: OBLIGATION STATUS  
(US\$ 000)

	<u>OBLIGATION</u>		
	<u>For FY 1981-1985</u>	<u>For FY 1986</u>	<u>Total</u>
A. <u>BARC</u>			
Winrock	18,000	3,800	21,800
BARC	100	-	100
B. <u>BRRI</u>			
IRRI	3,000	-	3,000
C. <u>BARI</u>			
PASA/DWRC	1,490	15	1,505
IPSA	-	585	585
TOTAL	22,590	4,400	26,990