

3670096-0
FD-AAA-001-A1 0096

AID 1530-1
(1-74)

PRO AG

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND
THE MINISTRY OF FINANCE,
AN AGENCY OF ~~THE GOVERNMENT OF NEPAL~~ HIS MAJESTY'S GOVERNMENT OF NEPAL

Clearances:
HMG

B.R. Baidya

B.R. Baidya
Director
General, Min.
of Health

Y.N. Sharma

Y.N. Sharma
Chief
FP & MCH

R.P. Sharma

R.P. Sharma
Joint Secy.
Ministry
of Finance

USAID/N

W. C. Ide

Population
and Health

S. K. ...

Capital
Projects &
Engineering
Division

A. ...

Program
Office

Financial
Management

W. C. Ide

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

PROJECT DESCRIPTION ANNEX A LOCAL CURRENCY Nepal STANDARD PROVISIONS ANNEX STANDARD PROVISIONS ANNEX SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE **January 23, 1951**
 ECONOMIC COOPERATION AGREEMENT DATE
 (other) DATE

B. AID FINANCING	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
<input type="checkbox"/> DOLLARS <input checked="" type="checkbox"/> LOCAL CURRENCY				
(a) Total	--	295,707*	--	295,707*
(b) Contract Services	--	--	--	--
(c) Commodities	--	--	--	--
(d) Other Costs	--	295,707*	--	295,707*

6. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT
 21,000 Rs 7.60 IC =
 Rs 10.56 NC
 (a) Total
 (b) Technical and other Services
 (c) Commodities
 (d) Other Costs

10. SPECIAL PROVISIONS (Use Additional Contractual Sheets, if Necessary)

*Equivalent of Rs 31,22,666.25 NC at the current rate of exchange.

1. PROJECT/ACTIVITY NO. 211.7 PAGES 1 OF 1 PAGES

2. AGREEMENT NO. FY 1973-11 3. ORIGINAL OR REVISION NO.

4. PROJECT/ACTIVITY TITLE
CONSTRUCTION ACTIVITIES (FP Buildings)

5. PROJECT DESCRIPTION AND EXPLANATION
(See Annex A attached)

6. A & C APPROPRIATION SYMBOL 72FT520 7. AID ALLOTMENT SYMBOL 247-50-367-00-69-00

BEST AVAILABLE DOCUMENT

11. DATE OF ORIGINAL AGREEMENT November 15, 1972 12. DATE OF THIS REVISION *NA* 13. ESTIMATED FINAL CONTRIBUTION DATE July 15, 1975

14. FOR THE COOPERATING AGENCY (MINISTRY OF HEALTH)
 H. J. Thapa, Secy. Ministry of Health HMG
 SIGNATURE DATE

15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT
 William C. Ide Director, USAID/Nepal
 SIGNATURE DATE

0046

AID 1830-1A (2-70) PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE,	1. Project/Activity No. 21167	NAME OF AGENCY
	AN AGENCY OF INDEPENDENT	2. Agreement No. FY 1973-74	3. <input checked="" type="checkbox"/> Original or Revision No.
	HIS MAJESTY'S GOVERNMENT OF NEPAL	3. Project/Activity Title CONSTRUCTION ACTIVITIES (FP Buildings)	

I. Project Description

A. Statement of Purpose

The Family Planning and Maternal Child Health Project (FP & MCH) has the overall objective of assisting HMG in developing and maintaining an integrated family planning and maternal and child health program for Nepal. The purpose of this Project Agreement is to construct two physical facilities for the use of the project which will enhance the project administrative and vehicle maintenance capabilities.

The Central Office Building was originally envisioned as a unit which would provide office space for the administration of the project and also a hostel and training facilities for project field personnel. The hostel and training wing has had to be eliminated because of a lack of funds, but the office block to be constructed under this Project Agreement will provide an administrative headquarters for the project.

FP & MCH project vehicles are currently garaged and serviced at a number of locations throughout Nepal. The Transport and Equipment Maintenance Organization (TEMO) is being set up by the project to centralize the equipment maintenance activities of the Ministry of Health into one well-equipped facility. UNICEF is supplying tools, equipment, a full time Maintenance Advisor, and one mobile maintenance unit for the organization. USAID, under this Project Agreement, is funding the construction of an office and workshop complex in Kathmandu.

B. Specific Project Actions and Activities - FY 1973-74

1. Family Planning Central Office Building

Plans and specifications for the FP Central Building have been prepared under a separately funded A & E contract with Louis I. Kahn.

For the Cooperating Government or Agency SIGNATURE: <i>[Signature]</i> TITLE:	For the Agency for International Development SIGNATURE: <i>[Signature]</i> TITLE:
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AID 1830-1A (4-75) PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE, AN AGENCY OF THE MINISTRY OF FINANCE HIS MAJESTY'S GOVERNMENT OF NEPAL	1. Project/Activity No. 211.7 2. Agreement No. FY 1973-11 3. Project/Activity Title CONSTRUCTION ACTIVITIES (FP Buildings)	Page 6 of 6 <input checked="" type="checkbox"/> Original or Revised No.
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The A & E contract provides for construction supervision through the building period.

Bidding for a construction contract is expected to be instituted in November 1972. It is estimated that construction, funded by this ProAg, can be completed in eighteen months after bid award.

2. Transport and Equipment Maintenance Organization shops (TEMO)

A contract has been given to NCCN for the design and construction of TEMO shops. Joint Enterprises has been designated as the work inspector during the length of the NCCN-PP&MCH contract. In accordance with the contract the completion dates for the TEMO shops are:

- Design - October 31, 1972
- Construction - September 30, 1973

II. Project Administration

A. General Administration

The Chief of the IMG Family Planning and Maternal Child Health Project will serve as Project Director. He will have overall responsibility for implementing the construction agreed to in this project agreement and for managing any contracts which have been or are to be let in the course of the construction. He will be advised and assisted by the Chief of the Capital Projects and Engineering Division of USAID/N or his designee, who will serve as Project Coordinator for USAID/N and whose approval will be needed for any contracts can be entered into or any designs approved for construction under this agreement.

B. Special Provisions

Work orders to begin construction on either project will not be given until a complete work plan and accompanying financial drawdown schedule are submitted to and mutually agreed upon by the USAID/N Project Coordinator and the IMG Project Director. This work plan will be divided into quarters and cover the project from beginning to completion.

C. Relationship of this Agreement to Prior Agreements

This is a continuation of the specific construction aspects as set

For the Cooperating Government or Agency  SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development  SIGNATURE: _____ DATE: _____ TITLE: _____
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PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. 21107	
	THE MINISTRY OF FINANCE.	2. Agreement No. FY 1973-11	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AN AGENCY OF THE GOVERNMENT OF NEPAL HIS MAJESTY'S GOVERNMENT OF NEPAL	3. Project/Activity Title CONSTRUCTION ACTIVITIES (FP Buildings)	

forth in the FY 1971 and FY 1972 Family Planning ProAgs No. 096.

III. Project Financing

A. USAID/N Financing - Local Currency

Under this Project Agreement, USAID/N obligates a total sum of Rs 22,46,522.48 IC in U.S.-owned P.L. 480, Section 104(g), Indian rupees (equivalent of Rs 31,22,666.25 NC or \$295,787) for the financing of the design and construction as set forth in I-B above.

B. HMG Financing

As originally set forth in the FY 1972-4 Family Planning ProAg, this project was to have a 75%-25% USAID/N-HMG financing ratio. HMG's 25% of the project funds was provided and expended during FY 1972 and the Rs 31,22,666.25 NC now being obligated represents USAID/N's share of the original FY 1972 funding. See also Section IV. G., below.

IV. Other Provisions of the Project Agreement

A. Commodities

1. Customs and taxes will not be levied by HMG on the commodities to be imported with funds from this project agreement.
2. Unless otherwise agreed to in writing by USAID/N and HMG, commodities purchased with USAID/N local currency or local currency originating from the HMG-USAID/N joint project funds will be procured from AID Geographic Code 935 sources only and will have been manufactured or processed in AID Geographic Code 935 countries only.

B. Relation of US Assistance to Other Aid-Donor Assistance

It is understood that US assistance to the activities covered by this Project Agreement will be provided only insofar as such assistance does not duplicate assistance provided by other aid donor(s).

For the Cooperating Government w/ Agency

For the Agency for International Development

SIGNATURE
TITLE

NAME

SIGNATURE
TITLE

DATE

PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE, AN AGENCY OF XXXXXXXXXXXXXXX HIS MAJESTY'S GOVERNMENT OF NEPAL	1. Project/Activity No. 211.7	2. Agreement No. FY 1973-74
			3. Original or Revision No.
		3. Project/Activity TITLES CONSTRUCTION ACTIVITIES (FP Buildings)	

c. A monthly statement in Nepali of the Project's Bank Account (Accountant General Form #15), monthly statement of bank account).

F. Equivalency Rate

The contributions by USAID/N and HMG set forth in this document are measured in terms of Indian Currency (IC), Nepalese Currency (NC), and dollars at the following rates of exchange: \$1 equals Rs 7.60 IC, Rs 1.00 IC equals Rs 1.39 NC; \$1 equals Rs 10.56 NC. USAID/N and HMG agree that, in the event of any future adjustment in the rates of exchange in the respective currencies involved, the Project Agreement will be reviewed and adjusted in the light of such changes as are mutually agreed to be necessary.

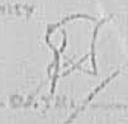
G. Project Activity Budget

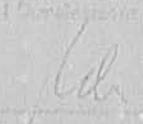
The funds provided by this project agreement will be divided among items 1 and 2 of section I-B as may be seen fit by the Project Director and Project Coordinator. A project account shall be established by the HMG FP & MCH project so that these construction funds shall remain separate and distinct from other FP & MCH activity funds and be further broken down between items 1 and 2 of Section I-B. Should total local currency costs of the project exceed the total costs estimated in this ProAg, HMG shall provide the additional local currency funds necessary to complete the project. Should total costs be less than the total provided in this ProAg, unutilized funds will revert to USAID/N. Of the total costs, it is presently estimated that approximately Rs 28 lakhs NC will be required for the Family Planning Central Building and approximately Rs 3 lakhs NC for completion of the FMO complex.

Releases will be made on a quarterly basis. Construction expenses for each quarter will be estimated by the HMG Project Director and the USAID/N Project Coordinator and a sum equal to that amount shall be released by USAID/N to the project. At the end of each quarter the next quarter's expenses shall be estimated and the difference between this estimate and excess project account balance shall be released to the project by USAID/N. The object of this procedure is to insure that as little money as possible is left and frozen in the project account at the end of each fiscal year. Payments to the contractors are to be made by HMG monthly on the basis of construction progress reports which will provide evidence of expenditures incurred in the previous period, and estimates of funds

For the Participating Government or Agency

For the Agency for International Development

SIGNATURE:  DATE: _____
 TITLE: _____

SIGNATURE:  DATE: _____
 TITLE: _____

AID 1950-17 (8-70) PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE, AN AGENCY OF MINISTRY OF FINANCE HIS MAJESTY'S GOVERNMENT OF NEPAL	1. Project/Activity No. 211.7 2. Agreement No. FY 1973-74 3. Project/Activity Title CONSTRUCTION ACTIVITIES (FP Buildings)	PAGE 1 OF 2 3. <input checked="" type="checkbox"/> Original or Revision No.
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required and work projected for the ensuing period, certified by the project representative of Louis I. Kahn, in the case of the Central Office Building, or by Joint Enterprises, for the TMO complex, and approved for payment by the USAID/N Project Coordinator.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____
 TITLE: _____

DATE: _____

SIGNATURE: _____
 TITLE: _____

DATE: _____

PRO AG CONTRIBUTION SHEET ANNEX B	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE, AN AGENCY OF XXXXXXXXXXXX HIS MAJESTY'S GOVERNMENT OF NEPAL.	1. Project/Activity No. 211.7	PAGE 1 OF 1 PAGES
		2. Agreement No. FY 1973-11	3. <input checked="" type="checkbox"/> Original or Copy/Date No.
		3. Project/Activity Title CONSTRUCTION ACTIVITIES (FP Buildings)	

Project Activity Budget
FY 1973-74 2029/30

(ALL figures in Rupees NC)

Source of Funds:

USAID/N Contribution

USAID/N Obligation under
 this Project Agreement

31,22,666.25

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE:
 TITLE:

DATE:

SIGNATURE:
 TITLE:

DATE:

3670016-2
PD-AAH-001-B1

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND
THE MINISTRY OF FINANCE

AN AGENCY OF ~~THE GOVERNMENT OF NEPAL~~ HIS MAJESTY'S GOVERNMENT OF NEPAL

Clearances:
HMA

Baidya
B.R. Baidya
Director
General
Ministry
of Health

N. Sharma
Chief
P & MH

Chakraborty
R. Pandey
Dir. Secy.
Ministry of
Health

USAID/N
D. B. ...

Population
Council

Program
Office

Management

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

1. PROJECT/ACTIVITY NO. 367-11-110-106 PAGE 1 OF 2 PAGES
Budget Support

2. FISCAL YEAR NO. FY 1974-75 3. GENERAL, OR SPECIAL, OR DIVISION NO.

PROJECT AGREEMENT OPTION A FOREIGN CURRENCY STANDARD PROVISIONS ANNEX
 STANDARD PROVISIONS ANNEX SPECIAL LOAN PROVISIONS ANNEX
As Amended

4. PROJECT/ACTIVITY TITLE

**LOCAL CURRENCY BUDGET SUPPORT
FOR FAMILY PLANNING/MCH**

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE January 23, 1951

5. FISCAL YEAR IDENTIFICATION AND EXPLANATIONS
(See Annex A attached)

ECONOMIC COOPERATION AGREEMENT DATE

6. AID APPROPRIATION SYMBOL 72-1341007 7. AID ALLOTMENT SYMBOL 407-50-367-00-44-41

(other) DATE

8. AID FINANCING	9. FINANCING TOTAL (B)	10. INCREASE (C)	11. DECREASE (D)	12. TOTAL TO DATE (E)
<input checked="" type="checkbox"/> DOLLARS <input type="checkbox"/> LOCAL CURRENCY				

(a) Total	-	200,000 ⁰⁰	-	200,000 ⁰⁰
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(b) Contract Services	-	-	-	-
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(c) Commodities	-	-	-	-
-----------------	---	---	---	---

(d) Other Costs	-	-	-	-
-----------------	---	---	---	---

13. COOPERATION AGENCY FINANCING - DOLLAR EQUIVALENT
Rs. 10.50 NC

(a) Total	-	Rs. 22,55,000 NC	-	Rs. 22,55,000 NC
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(b) Technical and other Services	-	-	-	-
----------------------------------	---	---	---	---

(c) Commodities	-	-	-	-
-----------------	---	---	---	---

(d) Other Costs	-	-	-	-
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14. SPECIAL PROVISIONS (See 24 Annex) (To include 15, 16, & 17 (optional))

Equivalent of Rs. 21,00,000 NC

18. DATE OF ORIGINAL AGREEMENT September 26, 1973 19. DATE OF THIS REVISION 20. ESTIMATED FINAL COMPLETION DATE July 15, 1976

21. FOR THE COOPERATION AGENCY: A. S. Gupta, Secy. Ministry of Health, HMA
 22. FOR THE AGENCY: S. B. Pradhan, Secy. Ministry of Finance, HMA
J. E. ... 9/26/73
...

AID 1520-1A 15-72	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. Budget Support	PAGE 1 OF 2 PAGES
PRO AG CONTINUATION SHEET	THE MINISTRY OF FINANCE	2. Agreement No. FY 1974-7	3. Original or Secret to be
ANNEX A	AN AGENCY OF FEDERAL GOVERNMENT HIS MAJESTY'S GOVERNMENT OF NEPAL	3. Project/Activity Title LOCAL CURRENCY BUDGET SUPPORT FOR FAMILY PLANNING	

I. Introduction

In order to further the objectives originally agreed to by His Majesty's Government of Nepal (HMG) and the United States of America in the Point Four General Agreement for Technical Cooperation signed on January 23, 1951 and in order to continue development efforts jointly entered into by HMG and the United States Agency for International Development (USAID), USAID/Nepal agrees to contribute general budgetary support to HMG, as stipulated in Section II of this document.

II. USAID/Nepal and HMG Contributions

Subject to the availability of funds, the USAID/Nepal hereby agrees to contribute \$400,000 (equivalent to Rs 42,00,000 NG) to the FP/MCH Project for its general operating expenses during FY 1974. This Project Agreement obligates one-half of the total amount, i.e., \$200,000 (equivalent to Rs 21,00,000 NG). The second half of the total amount is to be obligated later in the fiscal year as funds become available.

The total USAID contribution of \$400,000 will represent approximately 65% of the operational costs of the FP/MCH Project for the current fiscal year. His Majesty's Government of Nepal hereby agrees to contribute Rs 22,55,000 towards the Project's general operational expenses in FY 1974 (representing approximately 35% of the total operating budget).

At the end of the fiscal year, the USAID/N share of the budget's unexpended funds, if any, will be carried over for use in FY 1975 unless otherwise agreed to in writing by USAID/N.

HMG agrees to finance from their contribution the procurement of all pharmaceuticals not directly supplied by USAID or other donors.

Signature lines for both parties, including handwritten signatures and the number 4923.

AID REPORT CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE	1. Project/Activity No. Budget Support	PAGE 2 OF 2 PAGES
	AN AGENCY OF HIS MAJESTY'S GOVERNMENT OF NEPAL	2. Agreement No. FY 1974-7	3. Title Originated by Revision No.
	HIS MAJESTY'S GOVERNMENT OF NEPAL	3. Project/Activity Title LOCAL CURRENCY BUDGET SUPPORT FOR FAMILY PLANNING	

III. Releases

After the signing of this document and upon written request of HMG, USAID/N will release the funds obligated under this agreement (i.e., the rupee equivalent of \$200,000). This release need not take into account any carryover from FY 1973, nor shall HMG be required to make an initial deposit prior to the first USAID/N release.

USAID/N will make subsequent release(s) of the balance of its 65% share up to the agreed total of Rs 42,00,000 N.G. (subject to availability of funds) upon receipt of written request(s) from HMG enclosing statements showing the amount of HMG releases to the FP/MCH Project. The USAID/N portion of the FY 73 carryover, if any, will be deducted from a subsequent release.

Within six months after the end of fiscal year FY 1974, HMG will submit a statement showing the total HMG releases and the total expenditures (including advances) under the FP/MCH Budget covering the entire fiscal year. These statements will be reviewed to ensure that both HMG and USAID met the agreed upon proportional contributions, i.e., the USAID contribution amounts to 65% of the budget. If USAID/N has contributed more than the agreed upon proportion, the difference will be considered as carried over for use in FY 75, as a USAID/N contribution in that year unless otherwise requested by HMG and agreed to by USAID/N in writing.

IV. Operating Budget

USAID Contribution	Rs 42,00,000 N.G.
HMG Contribution	22,55,000 N.G.
Total	Rs 64,55,000 N.G.

Rs 50,000 for rental of air transport services are included in the operating budget. These funds may be utilized for Project purposes at the discretion of the Project Chief.

The Ministry of Finance, HMG, has agreed that no customs duties or taxes will be levied on commodities imported with funds made available by this agreement.

For the Government of Nepal

For the Agency for International Development

[Signature]
 Director General
 Ministry of Finance

[Signature]
 Director
 USAID/N

AMENDED
PROAG FOREIGN CURRENCY
STANDARD PROVISIONS ANNEX

A. As used herein, "AID" means the Agency for International Development, any component agency, and any successor agency. "Cooperating Agency" means the agency which is a party to this Project Agreement with AID and "Cooperating Country" means the country of the Cooperating Agency. "Local Currency" means currency originally issued by the Cooperating Country as a medium of exchange therein.

B. (1) AID will make available the amounts specified in Block 8 of this Agreement, as necessary, to carry out the purposes of this Agreement.

(2) The Cooperating Agency will make available the amounts specified in Block 9 of this Agreement to carry out the purposes of this Agreement.

C. AID and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Agreement.

D. All contributions of AID pursuant to this Agreement shall be made within the estimated final contribution date specified herein. Except as otherwise specified herein or subsequently agreed by the two parties, all contributions of the Cooperating Agency pursuant to this Agreement shall be made on or before that same date.

E. AID reimbursements or advances shall, in general, not exceed the amount obtained by applying the ratio of AID to Cooperating Agency contributions specified in the Agreement to the amount currently contributed by the Cooperating Agency.

(1) Refund Provision:

With respect to AID-contributed local currency made available to the Cooperating Agency under the methods of financing herein described, the Cooperating Agency agrees to refund promptly to AID, upon demand by AID and pursuant to AID instructions, the entire amount of such currency expended by the Cooperating Agency (or such lesser amount as AID may demand) whenever AID determines that such expenditure was improper as being in violation of the terms and conditions of this Agreement and/or any applicable agreement or arrangement between AID and the Cooperating Agency.

F. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the Cooperating Country, is, under the laws, regulations or administrative procedures of the Cooperating Country, liable for customs duties and import taxes on commodities imported into the Cooperating Country for purposes of carrying out this Project Agreement, such duties and taxes will be construed to be paid from the Cooperating Country share of the joint project funds unless exemption is otherwise provided by any applicable international agreement.

G. In the event that currency of a country other than the United States or the Cooperating Country is introduced into the Cooperating Country by AID or any public or private agency for the purposes of carrying out obligations of AID hereunder, the Cooperating Agency will make such arrangements as may be necessary to effect conversion of such currency into the currency of the

Cooperating Country at the highest rate which, at the time the conversion is made, is not unlawful in the Cooperating Country.

H. AID shall expend funds and carry on operations pursuant to this Project Agreement only in accordance with the applicable laws and regulations of the United States Government.

I. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of the Agreement and three years after the completion of the Agreement shall further have the right to inspect and audit any records and accounts with respect to funds provided by that party under this Agreement, wherever such records may be located and maintained.

J. The present Agreement shall enter into force when signed. Either party may terminate this Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Agreement.

September 15, 1972

3670096-3
 PD-AAH-001-C1

PROJECT AGREEMENT
 BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT
 AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE MINISTRY OF FINANCE,
 AN AGENCY OF THE GOVERNMENT OF HIS MAJESTY'S GOVERNMENT OF NEPAL

Clearence:
 HMG
[Signature]

B.R. Dasgupta
 Director
 General
 Ministry
 of Health

[Signature]
 F.N. Sharma
 Chief
 FP & MGB

[Signature]
 D.R. Pandey
 Joint Secy.
 Ministry of
 Finance

[Signature]
 DAVID N
 Population
 and Health

[Signature]
 Program
 Office

[Signature]
 Financial
 Management

The above named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annex attached hereto, as checked below:

PROJECT DISBURSED UNDER A FOREIGN CURRENCY STANDARD PROVISIONS ANNEX **As Amended**
 STANDARD PROVISIONS ANNEX SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE **January 23, 1951**
 ECONOMIC COOPERATION AGREEMENT DATE _____
 (other) DATE _____

1. AID FINANCING: DOLLARS LOCAL CURRENCY

	PREVIOUS TOTAL (A)	INCREASE (B)	TOTAL (C)
(a) Total	200,000**	200,000**	400,000**
(b) Contract Services	---	---	---
(c) Commodities	---	---	---
(d) Other Costs	---	---	---

2. COOPERATIVE AGENCY FINANCING: DOLLAR EQUIVALENT **US\$ 10.50 NC**

	US\$	NC
(a) Total	22,550,000	NC
(b) Technical and other Services	---	---
(c) Commodities	---	---
(d) Other Costs	---	---

30. SPECIAL PROVISIONS: (Use Additional Cooperation Sheets if allowed)

*Equivalent of Rs 21,00,000 NC.
 **Equivalent of Rs 21,00,000 NC.
 ***Equivalent of Rs 42,00,000 NC.

11. DATE OF ORIGINAL AGREEMENT: **September 26, 1973** 12. DATE OF THIS DECISION: **January 31, 1974**

13. THE U.S. COOPERATING OFFICER: **S.J. Thapa, Secy. Ministry of Health, HMG** 14. THE NEP. COOPERATING OFFICER: **B.B. Pradhan, Secy. Ministry of Finance, HMG**

15. THE U.S. PROJECT DIRECTOR: **[Signature]** 16. THE NEP. PROJECT DIRECTOR: **[Signature]**

PRO AG CONTINUATION SHEET INDEX A	PROJECT AGREEMENT BETWEEN AID AND THE MINISTRY OF FINANCE, AN AGENCY OF THE GOVERNMENT OF NEPAL HIS MAJESTY'S GOVERNMENT OF NEPAL	1. Title/Category, etc. Budget Support 2. Fiscal Year FY 1974-75 3. Project/Activity Title LOCAL CURRENCY BUDGET SUPPORT FOR FAMILY PLANNING/HCH
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The purpose of this revision is to obligate \$200,000 (equivalent to Rs 21,00,000 NG) for the general operating expenses of the FP/MCH project during this fiscal year. This amount represents the second half of the total amount i.e., \$400,000 (equivalent to Rs 42,00,000 NG) agreed to be contributed by USAID/N under paragraph II of the Original of this Project Agreement for the purpose stated therein.

Releases of funds up to this amount will be made by USAID/N in accordance with paragraph III of the Original FY 1974-7 Project Agreement (i.e., subject to adjustment for FY 1973 carryover and receipt of evidence of HMG releases of funds).

All other provisions of the Original Project Agreement remain unchanged.

Signature of Representative of Agency _____ TITLE	Signature of Agency Representative _____ TITLE
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