

LIMITED SCOPE GRANT PROJECT AGREEMENT

Between the United States Government, Acting through  
the Agency for International Development

("AID")

AND THE

Government of the Republic of the Philippines  
("Grantee")

1. Name of Project	2. AID Project Number
TRAINING PACK FOR FIELD WORKERS IN NUTRITION PROGRAMS IN SOUTHEAST ASIA	931-0262

The above-named parties hereby mutually agree to carry out the Project described in this Agreement in accordance (1) with the terms of this Agreement, including any annexes attached hereto, and (2) with any general agreement between the two governments regarding economic or technical cooperation.

3. Amount of AID Grant	4. Grantee contribution to the Project
\$28,828	- 0 -

This Agreement consists of: this title page, project description, special provisions, and standard provisions annex.

Date: September 25, 1980 For the Grantee:	5. Project Assistance Completion Date: March 10, 1981 For the Agency for International Development:
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Signature: Gerardo P. Sicat  
Title: Minister of Economic Planning  
(Director-General)  
National Economic &  
Development Authority

Signature: Anthony M. Schwarzwalder  
Anthony M. Schwarzwalder  
Title: Director 9/25/80  
U.S. Agency for  
International Development

Signature: Delfina Aguilon  
Title: Deputy Executive Director  
National Nutrition Council

## PROJECT AGREEMENT

### Annex A

#### PROJECT DESCRIPTION

1. Project Title	2. AID Project Number
TRAINING PACK FOR FIELD WORKERS IN NUTRITION PROGRAMS IN SOUTHEAST ASIA	931-0262

3. This Project consists of:

- a. A regional workshop will be organized and administered by the National Nutrition Council of the Philippines ("NNC") for the purpose of reviewing a draft version of the FAO Training Pack For Field Workers in Nutrition Programs. Participants in the workshop will be senior trainers responsible for training field nutrition workers in each of the seven countries in the region (Indonesia, Malaysia, Nepal, The Philippines, Sri Lanka, Burma and Thailand). Participants will discuss preparation of a prototype version of the training pack for Asia and determine what follow-up actions will be necessary for the production and subsequent use of the training material in each participant country.
- b. A prototype version of the FAO training pack will be prepared and produced for use in Southeast Asia, taking into account suggestions and recommendations from the workshop. The prototype, to be prepared in the English language, will be used in the Philippines and serve as the model for adaption and translation into the national languages of the other participating countries.

The Grantee, with technical guidance from the FAO, agrees to undertake the following actions:

- a. Organize and implement a five-day workshop, making all necessary arrangements for travel, per diem, and lodging for participants.
- b. Identify workshop participants in accordance with guidance provided by FAO.
- c. Invite selected participants.
- d. Prepare a prototype version of the training pack for use in Southeast Asia, with assistance from the FAO.
- e. Produce 625 copies of prototype version of training pack.

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#### 4. Special Provisions

##### a. Condition Precedent to Disbursement.

Prior to first disbursement under the Grant, or to the issuance of documentation pursuant to which disbursement will be made, the Grantee will, except as the parties may otherwise agree in writing, furnish to AID in form and substance satisfactory to AID, evidence that the FAO has agreed to participate in this activity and to perform the services indicated herein. If this condition precedent has not been met within 30 days from the date of this Agreement, or such later date as AID may agree to in writing, AID, at its option, may terminate this Agreement by written notice to the Grantee.

##### b. Special Covenants.

- (1) Goods and services financed by AID pursuant to this Agreement shall have their source and origin in the United States or The Republic of the Philippines, except as provided below:
    - (a) Ocean transportation costs will be financed only on vessels under flag registry of the U.S.
    - (b) Transportation by air, of property or persons, will be on carriers holding United States certification to the extent service by such carriers is available.
  - (2) The Grantee agrees to take such steps as are necessary to ensure that funds provided under this Agreement are not used to reimburse participants for transportation and per diem expenses, when said expenses are being financed from other sources.
  - (3) The Grantee agrees that the National Nutrition Council is the implementing agency for the Project and that the individual holding or acting in the Office of the Deputy Executive Director, National Nutrition Council, will represent the Grantee, for all purposes relevant to this Agreement, other than for the purpose of revision or amendment of the Agreement.
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## PROAG STANDARD PROVISIONS ANNEX

A. Reference to 'this Agreement' means the original Project Agreement as modified by any revisions which have entered into effect. Reference to 'cooperating country' means the country or territory of the Grantee.

B. (1) AID will make available the amount specified in Block 3 of this Agreement, as necessary for the Project, as may be further described in Annex A.

(2) The Grantee will make available the amount specified in Block 4 of this Agreement, as necessary for the Project, as may further be described in Annex A. The Grantee will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the Project as specified in Annex A.

C. AID and the Grantee 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. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date, or amended date. A contribution of goods or services shall be considered to have been made when the services have been performed and the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made, but AID shall not be required to disburse funds hereunder after the expiration of nine months following the estimated Project Assistance Completion Date (Block 5 of this Agreement) or any amended Project Assistance Completion Date specified.

E. The procurement of commodities and services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to Project Implementation Orders (PIOs) issued by AID.

F. Unless otherwise specified in the applicable PIO or Project Implementation Letter (PIL), the procurement of commodities imported specifically for the Project and financed with the AID contribution referred to in Block 3 of this Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise agreed by the parties or otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 3 of this Agreement shall be in the Grantee, or such public or private agency as it may authorize.

H. (1) Any property furnished to either party through financing by the other party pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be used effectively for the purposes of the Project in accordance with this Agreement, and upon completion of the Project, will be used so as to further the objectives sought in carrying out the Project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through

financing by the other party pursuant to this Agreement which is not used in accordance with the preceding sentence.

(2) Any funds provided to either party pursuant to this Agreement which are not used in accordance with this Agreement, shall be refunded to the party providing the funds.

(3) Any interest or other earnings on funds provided by AID to the Grantee under this Agreement will be returned to AID by the Grantee.

I. (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 Agreement, the Grantee will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with AID, the Grantee or any agency authorized by the Grantee, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Agreement, are under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country) or if any firm, not normally resident in the cooperating country, is liable for income, receipts, or other taxes on work financed by AID hereunder, the grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder, the Grantee will make such arrangements as may be necessary so that such funds shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

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

L. 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 Project and for three years after the completion of the Project shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

M. AID and the Grantee shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

N. The present Agreement shall enter into force when signed. Either party may terminate this Agreement by giving the other party thirty (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 3 and 4 of this Agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that the obligations under paragraph II relating to the use of property or funds shall remain in force after such termination. In addition, upon such termination, AID may, at AID's expense, direct that title to goods financed under the Grant be transferred to AID if the goods are from a source outside the Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of the Grantee's country.

O. To assist in the implementation of the Project, AID, from time to time, may issue PILs that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon PILs to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

P. The Grantee agrees, upon request, to execute an assignment to AID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with AID financed in whole or in part out of funds granted by AID under this Agreement.