PD-AAL-130 6210107/24

ISN 2135

AID 1830-1 (8-68)

PROAG

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 TREASURY

AN AGENCY OF THE GOVERNMENT OF The United Republic of Tanzania

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:

[X] Project Description Annex A
[ ] Foreign Currency Standard Provisions Annex
[X] 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:

	Date
[X] General Agreement for Technical Cooperation	Feb. 8, 1968
[ ] Economic Cooperation Agreement	
[ ] (other)	

1. Project/Activity No. 621-0107

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2. Agreement No. 79-2

3. [X] Original or Revision No. ____

4. Project/Activity Title: Agricultural Research

5. Project Description and Explanation (See Annex A attached)

6. AID Appropriation Symbol: 72-1191021.3

7. AID Allotment Symbol: 943-50-621-00-69.91

8. AID FINANCING [ ] Dollars [ ] Local Currency	Previous Total (A)	Increase (B)	Decrease (C)	Total to Date (D)
(a) Total		1,185,000		1,185,000
(b) Contract Services	(See page 2 for component breakdown)			
(c) Commodities				
(d) Other Costs				
9. COOPERATING AGENCY FINANCING Dollar Equivalent $1.00 =				
(a) Total	See Annex A Section			
(b) Technical and Other Services				
(c) Commodities				
(d) Other Costs Trust Fund T.SH		50,000		T.SH. 50,000

10. Special Provisions (Use Additional Continuation Sheets, if Necessary)

This Project Agreement provides FY 1979 funds for technical assistance, contract training, contract equipment and supplies, offshore procurement and local procurement, and services for the Agricultural Research Project.

11. Date of Original Agreement: January 10, 1979

12. Date of This Revision

13. Estimated Final Contribution Date: September 30, 1980

14. For the Cooperating Government or Agency

SIGNATURE: [signature] DATE:

TITLE: Principal Secretary, Treasury

15. For the Agency for International Development

SIGNATURE: [signature] DATE:

TITLE: Director USAID/Tanzania

Principal Secretary
Ministry of Agriculture

Mission References:
ProAg 78-4
STATE 322167

Mission Clearances:
FM [initials]
AGR [initials]
FRM [initials]
CON [initials]
ExO [initials]
COP [initials]

AID 1300-1 (7-69) CONTINUATION SHEET	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT	☐ Worksheet ☒ Issuance	PAGE 2 OF 8 PAGES
		1. Cooperating Country United Republic of Tanzania	2.a. Code No. 79-2
FORM SYMBOL Prodg	TITLE OF FORM Project Agreement	2.b. Effective Date	2.c. ☒ Original OR No. ____ Amendment
		3. Project/Activity No. and Title 621-0107 Agricultural Research	

Indicate block numbers.

Use this form to complete the information required in any block of a PIO or PA/PR form.

AID Financing:
Details of U.S. Contribution by Cost Component and Method of Implementation

Cost Component Method of Implementation	Previous Total	Increase	Decrease	Total to Date
T O T A L		1,185,000		1,185,000
01. Technical Assistance		590,000		590,000
02. Contract Training		312,000		312,000
05. Offshore Procurement		118,000		118,000
06. Local Procurement and Service		50,000		50,000
04. Contract Equipment and Supplies		115,000		115,000
09. Evaluation				

AID 1300-1 (7-69) CONTINUATION SHEET	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT	☐ Worksheet ☒ Issuance	PAGE 3 OF 8 PAGES
		1. Cooperating Country United Republic of Tanzania	2a. Code No. 79-2
FORM SYMBOL PROAG Annex A	TITLE OF FORM Project Agreement	2b. Effective Date	3. ☒ Amendment Original OR No.
		4. Project/Activity No. and Title 621-0107 Agricultural Research	

Indicate block numbers.

Use this form to complete the information required in any block of a PIO or PA/PR form.

I. Summary

The Agricultural Research Project is directed toward developing an effective agricultural research system in Tanzania with emphasis on food crops grown by small farmers. A Project Paper (PP) revision was approved by AID/Washington on December 15, 1977. The PP revision provided for an expansion of the project activities to include sorghum/millet research along with the maize and food legume research already underway. The PP revision increases the number of contract positions from five to eight and increases the life of project funding for participant training, commodities and other costs. The three new long-term project positions are for a sorghum/millet breeder, a sorghum millet agronomist and a production economist. A contract amendment was negotiated with TITA in February 1978 to provide the additional services.

II. U.S. Government Contribution

A. Summary

Subject to the annual availability of funds and mutually satisfactory progress toward project objectives, this project is scheduled to continue through FY 1980. This Project Agreement obligates $1,135,000 which includes the following:

1.	Technical Assistance		$ 590,000
	a. Eight man research team	560,000	
	b. 6 person months of short-term consultants	25,000	
	c. Local clerical	5,000	
2.	Contract Training		$ 312,000
	a. Long-term training (continuing) (96 months)	100,000	
	b. Long-term training (new) (120 months)	132,000	
	c. Short-term training (third country) (80 mos.)	80,000	

3.	Contract Equipment and Supplies		$ 115,000
	a. Farm & lab office supplies and equipment, spares or replacement	$ 33,000	
	b. Vehicle operation and maintenance	32,000	
	c. In-country travel, office and training supplies	50,000	
4.	Offshore Procurement		118,000
	a. 3 project vehicles plus spares	45,000	
	b. Development equipment Ilonga	52,000	
	c. Household appliances	21,000	
5.	Local Procurement/Services		50,000
	a. Vehicle operation	20,000	
	b. Contingencies	30,000	

III. TRUST ACCOUNT FUNDS

The trust account funds will be increased by T.Shs. 50,000 in FY 1979 for renovation of guest house at Ilonga and other miscellaneous repairs of contractors' homes.

A. Summary

Subject to the annual availability of funds and mutually satisfactory progress toward project objectives, this project is scheduled to continue for approximately one year more. During this period, the Government of Tanzania will provide funds and personnel for this project on a timely basis, as partially outlined in the Second Five-Year Development Plan and successor Plans.

B. Specific Contribution under the FY 1979 Agreement

1. For support of U.S. Project Personnel:

The United Republic of Tanzania will continue to provide:

a. Housing and hard furnishings for each USAID-funded technician in accordance with the terms and standards established by the Government of Tanzania for normal Tanzanian Government employees of equal rank.

b. A cash contribution of T.Shs. 21,600 per person-year of services for each U.S. project technician funded hereunder to be paid by the Government of the United Republic of Tanzania into a Trust Account in Tanzania in the name of the United States Agency for International Development. Payment of the estimated amount of the contribution will be made by the Government of the United Republic of Tanzania upon notification by the USAID in accordance with the Trust Account Agreement of April 2, 1969 between the United States Agency for International Development and the Government of the United Republic of Tanzania.

c. Local transport, office facilities, secretarial services, etc., as normally provided for Tanzanian Government employees of a comparable rank.

2. For Support of Training Opportunities Provided by the U.S.:

The Government of Tanzania agrees to nominate qualified and suitable candidates; provide in-country transportation; partial salary while in training, and a clothing allowance in keeping with normal Government procedures for USAID-financed trainees.

3. For Support of Project Operation and Capital Expenditures:

a. Provide the local currency costs of capital and recurrent costs connected with maintaining and adequately operating the research activities at Ilonga, other research stations and substations and village trials as outlined in annual work plans of the project.

b. Supply adequate personnel in co-positions (counterparts) with the U.S. technicians to insure effective continuation of the research efforts.

V. General Provisions

A. The USAID-financed technicians under this project will not be subject to transfer or reassignment outside this project. They will act in an advisory and technical capacity, and will be supervised by the USAID Project Manager and the Principal Secretary, Ministry of Agriculture or his designee.

B. The vehicles provided by USAID under this Agreement will be for official project use only and shall be under the administrative control of the USAID-financed technicians during the life of the project. The title to the vehicles will reside with the Government of Tanzania.

C. The personnel and equipment provided under this project will be utilized exclusively for purposes outlined in this Agreement.

D. Privileges and Immunities. The personnel provided by USAID under this Agreement fall within the category of personnel described in Section 5(d) of the Agreement for Technical Cooperation of February 8, 1968, between the United Republic of Tanzania and the United States of America. The basic privileges and immunities provided are as follows:

1. Duty free import privileges of goods for personal use within four months after first arrival in Tanzania, and of one motor vehicle per Custom Tariff (Remission of Custom Duties) (Technical Assistance Projects and Personnel) Order, 1970.

2. Exemption from the registration tax imposed by the Motor Vehicles Tax, Registration and Transfer Act, 1972 (Exemption Order Government Notice No. 173 of 6 September 1973, paragraph E of 1st Schedule).

3. Currency exchange facilities afforded to officials of comparable rank in the Tanzania Government.

4. Exemption from taxation or mandatory contribution on the U.S. salary and emoluments.

5. Immunity from Tanzania's national service obligation for employees and their dependents.

6. Immunity from immigration restrictions and alien registration.

E. The USAID-financed personnel provided under this project will be protected against criminal prosecution and/or civil action arising from his official position as hereinafter provided.

1. When a criminal prosecution or civil action is instituted against any of the USAID-financed personnel provided under this project as a result of his official position or an act done or omitted in the course of his official duties, he will be at liberty to apply to the Principal Secretary of the Ministry of Agriculture for assistance in his defense.

2. The Principal Secretary of the Ministry of Agriculture if satisfied that:

   a. The act was done or omitted in good faith in the extension of the official duties of the USAID-financed technician concerned and was not in contravention of any departmental regulation or instruction; or

   b. That the case is malicious and is brought solely on account of the official position which the technician holds; and

   c. That it is in the public interest that the technician should be defended at Government expense;

   will immediately report the matter to the Attorney-General and ask that arrangements be made for the technician's defense.

3. In making reports to the Attorney-General under paragraph 2 above, the Principal Secretary of the Ministry of Agriculture will include certificates in writing along the lines indicated in that paragraph.

4. If the Attorney-General is satisfied that it is proper and just to do so, he will, with the consent of the technician concerned, arrange for his defense. The costs of his defense will be met by the Government of Tanzania.

5. If in a case in which his defense has been arranged under paragraph 2 above, the technician loses the case and is required to pay any sum by way of damage, costs, fine or compensation, such payment will be met from public funds.

VI. Special Provision

The Cooperating Government agency agrees to execute an assignment to AID, upon request, of any cause of action which may accrue to the Cooperating Government agency in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part of funds provided by the United States Government under this Agreement.

VII. Standard Provisions

Except to the extent modified by the preceding sections of this Agreement or by the February 8, 1968 Agreement for Technical Cooperation between the Governments of Tanzania and the United States of America, the terms and conditions of the Standard Provisions Annex (copy attached) apply hereto.

In addition to the terms and conditions of the Standard Provisions Annex and other terms and conditions specified in preceding sections of this Agreement, the following shall also apply:

It is specifically understood by all parties to this Agreement that project participants returning from training shall be immediately assigned to the project. It is further understood that the purpose of training Tanzanian officers is to provide qualified and trained personnel for this project so that the Government of Tanzania can successfully operate the Agricultural Research activities by the scheduled completion date of the project.