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UNITED STATES GOVERNMENT

memorandum

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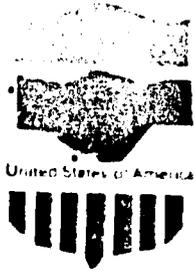
6/3/85

DATE: March 29, 1985
REPLY TO: Mike Kerst, FEPO - D/DRU
ATTN OF:
SUBJECT: CARE Emergency Mother and Child Health Project
GRANT No. DRU 4/85
TO: See Distribution

Attached please find the Grant No. DRU 4/85 signed March 28, 1985 between USAID/Niger and CARE International of Niger. The amount of this Grant is \$44,368.

Attachment: a/s

Distribution:	<u>AID/W</u>	<u>USAID/Niger</u>
	✓ AFR/SWA - 1	PROG - 7 (5 for Min. of For. Aff. & Coop.)
	AFR/SWAP - 1	
	FM - 2	C & R - 1
	AID Ref. Center - 1	CONT - 1 + original
	AFR/TR - 1	MO - 1
	S&T/DIU - 1	GDO - 1
	GC/AFR - 1	PDO - 1
	Treaty Office - 1	
	FVP/FPP - 2	
	REDSO/Abidjan - 1	
	OFDA - 5	



UNITED STATES AID MISSION TO NIGER
American Embassy

B.P. 11201
NIAMEY

22 March 1985

Ms. Judith Collins, Director
CARE International of Niger
B.P. 10155
Niamey, Niger

Dear Ms. Collins:

Subject: Grant No. DRU 4/85 (CARE - Emergency
Mother and Child Health Project)

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." of "Grantor") hereby grants to CARE/New York for Care International of Niger (hereinafter referred to as "CARE" of "Grantee") the sum of Forty-Four Thousand Three Hundred and Sixty Eight United States Dollars (\$44,368) to provide support for an Emergency Mother and Child Health Project throughout Niger as described in the Schedule of this Grant and Attachment 2, entitled Program Description.

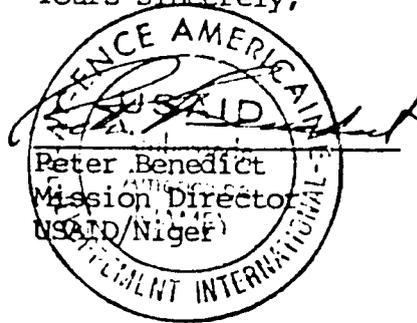
This Grant is effective and obligation is made by the Grantee in furtherance of program objectives during the period beginning with the effective date of January 1, 1985 and ending October 31, 1985.

This Grant is made to CARE on condition that the funds will be administered in accordance with terms and conditions as set forth in Attachment 1, entitled "Schedule;" Attachment 2, entitled "Program Description;" and Attachment 3, entitled "Standard Provisions," which have been agreed to by your organization.

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Please sign the original and seven (7) copies of this letter to acknowledge your receipt of the Grant, and return the original and six (6) copies to USAID/Niger.

Yours sincerely,



Attachments:

- 1. Schedule
- 2. Program Description
- 3. Standard Provisions

Acknowledged: CARE International of Niger

By: *Judith Collins*
Judith Collins

Title: Country Director
Date: _____



Fiscal Data:

Appropriation: 72-11x1035
Budget Plan Code: JFDX-85-29683-HG41
Grant No.: DRU 4/85
Total Amount: \$44,368
Funding Source: OFDA 013461

Attachment 1

Schedule

- A. Purpose of the Grant: The purpose of the Grant is to provide management support relief to the malnourished children under five and pregnant and lactating women who have been affected by the drought. Attachment 2 further describes this maternal and child supplemental feeding program. This is a new activity.
- B. Period of the Grant: The effective date of this agreement is January 1, 1985. The expiration date of this Grant is October 31, 1985.
- C. Amount of Grant and Payment: (1) A.I.D. hereby obligates the amount of \$44,368 for purposes of the Grant; and (2) Payment shall be made to the Grantee in accordance with the procedures set forth in Attachment 3, Standard Provision No. 11, entitled "Payment Period - Advance."
- D. Financial Plan: The following is the Financial Plan for this Grant, including local cost financing items. Revision to this Plan shall be made in accordance with Standard Provisions No. 9 of this Grant, entitled "Revision of Financial Plans."

MOTHER CHILD EMERGENCY FEEDING PROJECT
Financial Plan

CARE Managed Inputs

Material and Equipment

In-Country purchase of 372,857 liters of diesel fuel at 175 FCFA (62,250,000) from A.I.D. Emergency Transport Fund with OPVN	\$145,000
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Vehicle maintenance and labor	\$ 5,000
Sub-Total	<u>\$150,000</u>

<u>PL 480 Input</u>	5,800 MT CSM
	1,890 MT NFDM
	1,200 MT Oil
Total	<u>8,890 MT</u>

Personnel and Operations (In US \$)

Director (international, part time)	2,000
Project Officer (international, 50%)	7,000
Shipping and claims clerk (national, part time)	600
Secretary, Drivers, Mechanics (national)	3,000
Benefits (International, national)	3,100
Office Costs (Telegram, Telephone, Photocopy)	2,000
In-Country Travel	3,500
Housing Allowance	3,500
Relocation	3,000
Sub-Total	<u>27,700</u>

Summary Project Costs

Fuel, maintenance, and labor	\$150,000
Personnel Operations	<u>\$27,700</u>
	\$177,700
CARE Overhead 9.38%	<u>\$16,668</u>
TOTAL PROJECT	\$194,368
TOTAL GRANT TO CARE	<u>\$44,368</u>

Address for payment of funds:

CARE USA
660 First Avenue
New York, NY 10016

E. Reporting and Evaluation:

1. CARE shall submit narrative quarterly progress reports as well as quarterly Commodity Status Reports and Recipient Status Reports (Sample Exhibits G (1 and 2) and H), and a final report (five (5) copies each in English and French) fully describing the use and impact of the funds provided. The Ministry of Health (MOH) should also certify or acknowledge each report on its behalf. The reports shall be sent to the Director, USAID/Niger, not later than 15 May, 15 August and 15 November 1985.

2. CARE shall provide quarterly and final line-item report of expenditure according to paragraph D above which is sufficiently detailed to permit complete identification and end-use compatibility of all goods and services obtained not later than 15 May, 15 August and 15 November 1985 to the Controller, USAID/Niger, c/o American Embassy, B.P. 11201, Niamey, Niger.

F. Special Provisions: Standard Provisions Nos. 2, 6, 7, 8, 10, 12, 24, 25, 26, 27, 34 and 35 are deleted from Attachment 3 hereto.

G. Overhead Rate: An overhead rate of 9.38 percent is applicable to this Grant.

H. Title to Property: Title to all property procured under this Grant shall rest with CARE until such time as it is passed to individual Nigerian citizen recipients, excepting those items provided to the Government of Niger to permit their support of the emergency program in which case such property will be titled to the Government of Niger.

I. Authorized Geographic Code: The authorized Geographic Code for procurement under this Grant is the A.I.D. Geographic Code 935.

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Attachment 2

Program Description

Background

The 1984 harvest has been one of the worst in the past fifty years due to late and poorly distributed rainfall. Very few areas had normal harvests, and large populations have had to abandon their villages. Malnutrition among this group is very high, as high as 50 % in some places, according to the Center for Disease Control's (CDC) verbal draft of their nutrition survey. Most areas were able to salvage something from their harvests, but these stocks are running out now. The food shortage as always will affect the most vulnerable populations first. These are children under five including nursing infants. They are particularly vulnerable in Niger due to the common practice of exclusive breast feeding well into a child's second year; long past the time when the child should have been given solid food.

This project aims to supply supplementary food to approximately 100,000 children under the age of five suffering from malnutrition and 200,000 pregnant and nursing mothers whose diet will be inadequate due to reduced food supply during this drought year. These figures were derived from conservative estimates based on the MOH's 1983 Protection Maternelle and Infantile (PMI) Report. In 1983, 48,000 children were identified by the MOH as being malnourished. Due to the severity of this year's drought, CARE has anticipated that the number would at least double and has targetted 100,000 children under five for this program. In 1982, there were 325,000 nursing mothers and 189,000 pregnant women registered at the PMIs, for a total of 514,000. CARE has conservatively estimated that if a similar number of women are registered this year, 200,000 can be identified as being in need of supplementary feeding. Children who are malnourished or "at risk" will be identified by the standard weight for age criteria. The pregnant and lactating women most "at risk" will be identified by the following: degree of anemia and/or malnutrition (as manifested by insufficient weight gain during pregnancy or insufficient weight gain of nursing child), chronic or acute illnesses, high birth order, problems with pregnancy, childbirth, breastfeeding, number of deceased children, mother over 30 years old, mother unmarried or separated, or because they are generally recognized by the clinic as being "at risk".

The program will cover deficit areas throughout Niger and will be carried out through the Ministry of Health's "Protection Maternelle et Infantile" (PMI) or, Mother Child Program for a period of ten months. CARE will monitor the use of food and fuel provided to the project by adhering to a plan which will be developed in conjunction with the MOH for distribution of commodities to each center according to the number of project beneficiaries. The MOH will be responsible for implementing the program through the PMIs, and CARE will check food arrivals and manage the fuel for the MOH trucks and other trucks which will be delivering the food. CARE will monitor the progress of malnourished children and pregnant and lactating women by using the criteria already established and in use at the PMIs, that is, the weight for age charts.

Ministry of Health has special nutrition rehabilitation centers in each Department where mothers are taught how to make weaning foods of local ingredients. The mothers themselves usually furnish the items needed. This year, however, it is expected that the women will be able to provide little, as both money and food will be short.

Project Staffing and Objectives

The basic assistance provided under this project will help provide supplemental feeding for approximately 100,000 children under five and 200,000 pregnant and lactating mothers in 100 to 118 posts throughout the country. The tentative breakdown by Department of the posts which will be in need of food distribution is:

Agadez	14
Diffa	14
Dosso	10
Maradi	15
Niamey	25
Taioua	20
Zinder	20
	<u>118</u>

The Project will provide special supplementary PL 480 foods, which are easily digested and provide a dense caloric protein content in relation to volume. The basic food requested is corn soya milk which can be made into a porridge for infants and a pate for older children. It is precooked so has the advantage of not requiring costly firewood. The project will be implemented through the Ministry of Health nutritional recuperation centers, or the PMIs, both of which have staff trained to work with mothers.

Project Indicators

Final Goal - To improve the health of 100,000 malnourished children under the age of five and 200,000 pregnant and lactating mothers.

Final Goal Indicators - An improvement in the weight for age ratio is noted in children benefitting from the supplemental feeding centers.

Lack of a decline in nutritional status of pregnant women who are participants in the feeding centers.

Improvement of nutritional status of nursing mothers who are participants in this project.

Intermediate Goal - To increase the caloric and protein intake of malnourished nursing and pregnant mothers and children under five through the distribution of supplementary food through approximately 118 dispensaries, PMIs, and nutritional rehabilitation centers.

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Intermediate Goal Indicators:

- Obtain and import special high protein caloric foods, including CSM, milk and oil.
- Hire a transit agent and independent surveyor.
- Check schedule for delivery and follow-up of arrivals.
- Verify that storage facilities are adequate and clean.
- Work with Ministry of Health to insure that deliveries to the centers are made on a timely basis.
- Check up on nutritional status of beneficiaries.

Project Budget (See Attachment 1)

Project Implementation

The Ministry of Health will be primarily responsible for the implementation of this project from warehousing to distribution to follow-up. The project provides for assistance for ten months until the next harvest. Hopefully, the drought will be a limited phenomenon and the next rainy season will be normal. However, if the drought shows signs of continuing, it is possible this project could be extended.

One project assistant will be hired to supervise this project part-time for a period of ten months and a driver will be hired to assist her. Her duties will include but not be limited to: coordinating with the MOH to identify centers in which to initiate supplementary feeding programs and to decide how the program will expand to serve all departments, coordinating with the MOH to develop a monthly distribution plan of food to the centers, monitoring the delivery of food, use of the fuel and food, and the impact of the feeding program on the nutritional status of the participants.

Implementation Schedule

<u>Date</u>	<u>Activity</u>	<u>Agency Responsible</u>
November 1984	AER and Call Forward Submitted	CARE
December 1984	Proposal with Budget Submitted	CARE
	AER and Call Forward Reviewed/ Overhead Approved	A. I. D.
	Budget Reviewed and Approved	A. I. D.
	Agreement Between Ministry of Health and CARE Signed	CARE
	New York Office Notified to begin Shipment Arrangements	CARE
	Transit Company Contracted/ Independent Surveyor Hired	CARE
February 1985	Arrangements Made with MOH for	

	Storage	CARE/MOH
	Arrangements Made for Internal Transport	CARE/MOH
March-October	Visits by CARE Personnel to PMIs to Follow Progress, Collect Data for Evaluation Report	CARE

Procurement Requirements

While no materials need to be purchased, there will be a separate budget to cover gasoline for and maintenance of MOH trucks as they have no budget for this. Money for the gasoline and maintenance is reflected in the Financial Plan and will be provided from the inland transport fund given by USAID to the Office des Produits Vivriers du Niger (O.P.V.N.)

Attachment 3

Standard Provisions

Note: The following Standard Provisions are deleted: Nos. 2, 6, 7, 8, 10, 12, 24, 25, 26, 27, 34 and 35.

memorandum

DATE: October 4, 1984

REPLY TO
ATTN: OF: . PROG: Celeste Robertson

SUBJECT:

Limited Scope Grant Agreement for Emergency Logistic Support for
to: Drought Relief. Distribution of Signed Limited Scope Grant
Agreement.

See Distribution

Attached find the Limited Scope Grant Agreement signed September 28,
1984 between USAID/Niger and the Government of Niger. The amount of
this agreement is \$1,780,000.

Attachment: a/s

Distribution:	AID/W	USAID/Niger
	AFR/SWA - 2	PROG - 7 (5 for Min.
	AFR/SWAP - 2	of For. Aff. &
	FM - 2	Coop.)
	AID Reference Center - 2	C&R - 2
	AFR/TR - 2	Cont - 1 + original
	S&T/DIU - 2	MO - 2
	GC/AFR - 2	ADO - 10
	Treaty Office - 2	PD&E - 2
	REDSO/Abidjan - 2	
	OFDA - 5	

Emergency Logistic Support for
Drought Relief

Appui Logistique d'Urgence pour
l'Assistance aux Régions Sinistrées
du Niger

between

entre

THE REPUBLIC OF NIGER

La REPUBLIQUE DU NIGER

and the

et

UNITED STATES OF AMERICA

LES ETATS-UNIS D'AMERIQUE

Appropriation: 72-1141035

B.P.C.: JFDA-84-29683-HG41

Amount of this Obligation/
Montant de Cette Affectation: 1.780.000 \$

Date of Signature of this Agreement/
Date de Signature de Cette Accord: _____

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A.I.D. Project Number

N°. du Projet A.I.D.

Limited Scope Grant Agreement

Accord de Subvention à Portée Limitée

EMERGENCY LOGISTIC SUPPORT FOR
DROUGHT RELIEF

APPUI LOGISTIQUE D'URGENCE POUR
L'ASSISTANCE AUX REGIONS
SINISTREES DU NIGER

Between

Entre

THE REPUBLIC OF NIGER
represented by the Ministry of
Foreign Affairs and Cooperation
("Grantee")

LA REPUBLIQUE DU NIGER
Représentée par le Ministère des
Affaires Etrangères et de
la Coopération
(le "Bénéficiaire")

and the

et

UNITED STATES OF AMERICA
acting through the U.S. Agency
for International Development
("A.I.D.") ("Grantor")

LES ETATS-UNIS D'AMERIQUE
agissant par l'intermédiaire du
l'Agence des Etats-Unis d'Amérique
pour le Développement International
("A.I.D.") (Donateur)

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LIMITED SCOPE GRANT AGREEMENT

ACCORD DE SUBVENTION A PORTEE LIMITEE

1. The above named Parties hereby mutually agree to (a) carry out the activity described in this Agreement, including any annexes attached thereto, and (b) any general agreement between the two Governments regarding economic or technical cooperation.

1. Les Parties au présent Accord acceptent mutuellement (a) de réaliser le projet décrit dans le présent Accord conformément aux termes de cet accord, y compris les annexes s'y rapportant, et (b) à tout accord entre les deux gouvernements relatif à la coopération économique ou technique.

The purpose of this Emergency Grant is to provide funds to cover the costs of in-country transport of food designated for free distribution to deficit areas and associated logistic management activities. The funds will be used: (1) to cover in-country emergency relief food transport and distribution costs; (2) to provide training in emergency food distribution logistics, accounting and management, plus the employment of and administrative assistance to manage in-country transport activities. Further description is given in Annex I to this Limited Scope Grant Agreement.

L'objet de cette Subvention d'Urgence est de fournir des fonds pour couvrir les frais de transport à l'intérieur du pays des vivres à distribuer gratuitement aux régions déficitaires et les activités de gestion logistique s'y rapportant. Les fonds serviront (1) à couvrir les frais de transport et de distribution de l'aide alimentaire d'urgence; (2) assurer la formation en matière de logistique relative à la distribution de l'aide alimentaire d'urgence, comptabilité et gestion, et emploi de l'assistance administrative pour gérer le transport à l'intérieur du pays. L'Annexe I à l'Accord de Subvention à Portée Limitée contient une description détaillée de ce programme.

2. Amount of A.I.D. Grant: \$1,780,000.

2. Montant de la Subvention A.I.D.: 1.780.000 \$

3. Grantee Contribution to the Activity:
N/A

3. Contribution du Bénéficiaire à cette
Activité: N/A.

4. Project Activity Completion Date:
September 30, 1985

4. Date d'Achèvement des Activités du
Projet: 30 septembre 1985.

5. This Agreement consists of this title page and the following section: Annex I (Project Description).

5. Le présent Accord comprend cette page de garde et la section suivante: Annexe I (Description du Projet).

IN WITNESS WHEREOF, the Government of the Republic of Niger and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first written above.

EN FOI DE QUOI le Gouvernement de la République du Niger et les Etats-Unis d'Amérique, agissant chacun par l'intermédiaire de son représentant dûment autorisé, ont fait signer le présent Accord en leur nom et l'ont fait remettre à la date de l'année susmentionnée.

REPUBLIC OF NIGER/REPUBLIQUE DU NIGER

By/Par: S.E.M. ALLELE ELHADJ HABIBOU

Title/Titre: Minister of Foreign Affairs and Cooperation/
Ministère des Affaires Etrangères et de la Coopération a.i

Date: 28/9/84



UNITED STATES OF AMERICA/ETATS-UNIS D'AMERIQUE

By/Par: William R. Galey

William R. Galey

Title/Titre: Ambassador/Ambassadeur

Date: 28/9/84



By/Par: Jesse L. Snyder

Jesse L. Snyder
Ambassador
American

Title/Titre: Director USAID-Niger, i. / Directeur de la Mission USAID, P.I.

Date: 28/9/84



A. Detailed Description

The purpose of this Emergency Grant is to provide funds to cover the costs of in-country transport of food designated for free distribution to deficit areas and associated logistic management activities. The funds will be used:

(1) to cover the costs of in-country transport of U.S. and other donor contributions to the Niger emergency food relief program to deficit areas and support distribution in remote areas; and

(2) to provide training in emergency food distribution logistics, accounting and management, plus the employment of administrative assistance to manage in-country transportation activities.

A detailed project implementation plan and budget will be set forth in a Project Implementation Letter (PIL).

Procedures for the release of funds will be set forth in a Project Implementation Letter (PIL).

B. Special Provisions1. Conditions Precedent

Prior to the first disbursement of funds under the Grant, or to the issuance of A.I.D. documentation pursuant to which disbursement will be made, the Grantee shall provide, except as the Parties may otherwise agree in writing:

(a) A statement that the named persons have the authority to act as the representative(s) of the Grantee in implementing the Emergency Logistic Support for Drought Relief Grant and accompanied by

A. Description Détaillée

L'objet de cette Subvention d'Urgence est de fournir les fonds pour couvrir les frais de transport à l'intérieur du pays des vivres à distribuer gratuitement aux régions déficitaires et les activités de gestion logistique s'y rapportant. Ces fonds serviront à:

(1) couvrir les frais de transport à l'intérieur du pays des contributions américaines et des autres donateurs au programme d'aide alimentaire d'urgence aux régions déficitaires et soutenir la distribution dans les régions reculées; et

(2) assurer la formation en logistique relative à la distribution de l'aide alimentaire d'urgence, ainsi que l'emploi de l'assistance administrative pour gérer le transport à l'intérieur du pays.

Le plan d'exécution détaillée et le budget seront indiqués dans une Lettre d'Exécution de Projet (PIL).

Les procédures relatives au déblocage des fonds seront indiquées dans une Lettre d'Exécution de Projet (PIL).

B. Disposition Spéciales1. Conditions préalables

Avant le premier déboursement de fonds au titre de la Subvention ou la délivrance du document de l'A.I.D. auquel on se conformera pour effectuer le déboursement, le Bénéficiaire fournira, à moins que les Parties n'en conviennent autrement par écrit:

(a) Un document attestant que les personnes dénommées ont pouvoir d'agir en qualité de représentants du Bénéficiaire pour la mise en oeuvre de l'Appui Logistique d'Urgence concernant la

specimen signature(s) of the official(s) identified as project manager(s) regarding the Grant.

(b) Official correspondence together with specimen signatures of the Ordonnateur(s) Délégué(s) who sign requests for funds made available under the grant.

(c) An implementation plan and budget setting forth the detailed project for use of the funds provided under this Grant.

2. USAID will notify the Grantee in writing when the Conditions Precedent to initial disbursement of funds are met.

C. Special Provisions

1. Funds disbursed under this Agreement will be used exclusively to finance the costs of goods and services required for the project having their source and origin in Niger, the United States and the countries under A.I.D. Geographic Code 935 (Special Free World):

1) Any area or country in the Free World including the participating country itself. "Free World" excludes the following areas and countries: Albania, Bulgaria; Cuba, Czechoslovakia, Estonia, German Democratic Republic, Hungary, Kampuchea, Laos, Latvia, Lithuania, Mongolia, North Korea, People's Republic of China, Poland, Union of Soviet Socialist Republics and Vietnam.

2) Except as otherwise specified herein or subsequently agreed to by the Parties, all contributions of the Parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date. A contribution of goods and services shall be considered to have been made when the services have been performed

Subvention aux Régions Sinistrées du Niger, et comprenant la signature de chaque responsable de projet quant à la Subvention.

(b) Une correspondance officielle portant les signatures des ordonnateurs Délégués qui signent les demandes de fonds allouées dans le cadre de la Subvention.

(c) Un plan d'exécution et un budget indiquant le budget détaillé quant à l'utilisation des fonds alloués dans le cadre de cette Subvention.

2. L'USAID adressera au Bénéficiaire un avis écrit quand les conditions Préalables au premier déboursement de fonds auront été remplies.

C. Dispositions Spéciales

1. Les fonds déboursés dans le cadre de cet Accord serviront exclusivement à financer les coûts des biens et services nécessaires pour les projets ayant leur source et origine au Niger, aux Etats-Unis et dans les pays du Code Géographique 935 de l'A.I.D. (Pays du Monde Libre):

1) Toute région ou tout pays du Monde Libre y compris le pays participant lui-même. "Le Monde Libre" exclut les régions et pays suivants: Albanie, Bulgarie, Cuba, Tchecoslovaquie, Estonie, la R.D.A., la Hongrie, le Kampuchéa, le Laos, la Lettonie, la Lituanie, la Mongolie, la Corée du Nord, la République Populaire de Chine, la Pologne, URSS, et le Vietnam.

2) A moins qu'il n'en soit spécifié autrement ou que les Parties n'en conviennent ultérieurement, toutes les contributions apportées par les Parties suite à cet Accord se feront avant la date d'achèvement d'assistance au projet. On considèrera qu'il y a eu contribution de biens et service lorsque des services ont été prêtés et

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or the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made but A.I.D. shall not be required to disburse funds hereunder after expiration of nine months following the estimated Project Activity Completion Date or any amended Project Assistance Date specified.

3) Unless otherwise agreed by the Parties in writing, title to all property procured through financing by A.I.D. shall be in the Grantee, or such public or private agency as it may authorize.

4)(a) If A.I.D. and any public or private organisation furnishing commodities through A.I.D. 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. With the exception of per diem, no portion of these funds may be used for the payment of special service indemnities (liability, housing, etc.).

5) A.I.D. shall expend funds and carry out operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.

6) The two Parties shall have the right at any time to observe operations carried out under the Agreement. Either Party during the term of the

des biens fournis conformément à cet Accord. On pourra débloquer des fonds après avoir affecté tous les fonds, mais l'A.I.D. n'est pas tenue de déboursier des fonds après les neuf mois suivant la date d'achèvement de l'assistance au projet estimée ou de toute autre date d'achèvement de l'assistance au projet telle qu'elle aura été modifiée.

3) A moins que les Parties n'en conviennent autrement par écrit, le Bénéficiaire ou l'agence publique ou privée autorisée deviendront propriétaires de tous les biens fournis par le biais d'un financement de l'A.I.D.

4)(a) Si l'A.I.D. et toute organisation publique ou privée fournissant des marchandises par le biais d'un financement de l'A.I.D. pour les activités ci-dessous dans le pays coopérant, sont, du fait des lois, règlements ou procédures administratives en vigueur dans le pays coopérant, tenues de payer des taxes douanières à l'importation et des droits sur les marchandises importées dans le pays coopérant aux fins de cet Accord, ceux-ci seront à la charge du Bénéficiaire à moins qu'un accord international n'accorde une exemption. A l'exception du per diem, aucune partie de ces fonds ne peut être utilisée pour le paiement des indemnités particulières relatives au service (responsabilité, logement, etc...).

5) L'A.I.D. effectuera les dépenses et réalisera les activités dans le cadre de cet Accord conformément aux lois et règlements établis par le gouvernement Américain.

6) Les deux Parties se réservent le droit d'observer à tout moment les activités réalisées dans le cadre de l'Accord. Chacune des Parties aura le

Program and for three years after the completion of the Program shall further have the right:

(a) to examine any property procured through financing by that Party under this Agreement wherever such property is located, and

(b) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by the 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 prescribed in the preceding sentence are reserved to the Party which did the financing.

7) A.I.D. and the Grantee shall each furnish the other with such information as may be needed to determine the nature and scope of the operations under this Agreement and to evaluate the effectiveness of such operations.

8) The present Agreement shall enter into force when signed. Either Party may terminate this Agreement by giving thirty (30) days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations pursuant to Items 2 and 3 of this Agreement, except for payment which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement.

droit au cours du programme et pendant trois ans après la fin du programme:

(a) d'examiner tout bien acquis par le biais d'un financement de ladite Partie dans le cadre de cet Accord, quelque soit l'endroit de se trouve ce bien, et

(b) d'inspecter et d'effectuer un contrôle financier de tous registres et comptes en fonction des fonds accordés par, ou tous biens et services fournis par le biais d'un financement par cette Partie dans le cadre de cet Accord partout où ces registres peuvent être situés et maintenus.

Chaque partie prenant des dispositions pour tout bien fourni par le biais d'un financement par l'autre parties dans le cadre de cet Accord, s'assurera que la partie pourvoyeuse de fonds se réserve les droits d'examen, d'inspection et de contrôle financier prescrits dans la phrase précédente.

7) L'A.I.D. et le Bénéficiaire se transmettront les informations nécessaires pour déterminer la nature et l'étude des opérations dans le cadre de cet Accord et d'évaluer leur efficacité.

8) Le présent Accord entrera en vigueur dès sa signature. Chaque Partie se réserve le droite de résilier cet Accord en donnant par écrit un préavis de trente (30) jours à la l'autre Partie. La résiliation de cet Accord annule toutes obligations conformes aux parties 2 et 3 de cet Accord, sauf les paiements qu'elles se sont engagées à faire conformément aux engagements non résiliables passés avec une tierce partie avant la fin de cet Accord.