

PD-ABI-341
87735

FOURTH AMENDMENT
TO
PROJECT GRANT AGREEMENT
BETWEEN
THE UNITED REPUBLIC OF TANZANIA
AND THE
UNITED STATES OF AMERICA
FOR
FAMILY PLANNING SERVICES SUPPORT PROJECT

A.I.D. Project No.621-0173
Appropriation No.72-114/51014
Budget Plan Code: GSS4-94-21621-KG13
OBL: PRO-AG-621-0173-90-04
RCN:T946003

FOURTH AMENDMENT TO PROJECT GRANT AGREEMENT
FOR
FAMILY PLANNING SERVICES SUPPORT
PROJECT

Between

The United Republic of Tanzania ("Grantee")

and

The United States of America, acting through the Agency for
International Development ("A.I.D.").

Article 1: Purpose of Amendment

This Fourth Amendment to the Project Grant Agreement dated August 24, 1990 (the "Agreement") for A.I.D. Project No. 621-0173, is hereby entered into between the Parties above named to grant the Grantee additional United States ("U.S.") Eight Hundred Thousand Dollars under this Project and to modify the Project Budget consistent therewith. Also, by this Amendment the Standard Provisions of the Agreement are modified.

Article 2: Financing

Section 3.1 of the Agreement is hereby deleted and the following substituted in its stead:

"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 grant to the Grantee under the terms of this Agreement an additional Eight Hundred Thousand United States ("U.S.") Dollars, (\$800,000). The total Grant comprising the original Agreement, the First, Second, Third, and Fourth Amendments shall not exceed Ten Million Four Hundred and Twenty-Five Thousand United States (U.S.) Dollars (\$10,425,000) ("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."

Article 3: Budget

The Illustrative Summary of Project Costs by Expense Category and Source of Funding attached to the Third Amendment to Project Grant Agreement is hereby deleted and Attachment 1, the Illustrative Summary of Project Costs by Expense Category and Source of Funding, is substituted in its stead.

Article 4: Standard Provisions Annex

The Standard Provisions Annex is hereby modified as follows:

A. Section D.1 is deleted in its entirety and replaced by the following:

"Section D.1. Suspension and Termination.

(A) Either Party may terminate this Agreement in its entirety by giving the other Party 30 days' written notice. A.I.D. also may terminate this Agreement, in part, by giving the Grantee 30 days' written notice, and suspend this Agreement, in whole or in part, upon giving the Grantee written notice, if (i) the Grantee fails to comply with any provision of this Agreement, (ii) an event occurs that A.I.D. determines makes it improbable that the objectives of the Project or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Agreement, or (iii) any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.

(B) Except for payment which the Parties are committed to make pursuant to noncancellable commitments entered into with third parties prior to such suspension or termination, suspension or termination of the entirety or part of this Agreement will suspend (for the period of the suspension) or terminate, as applicable, any obligation of the Parties to provide financial or other resources to the Project, or to the suspended or terminated portion of the Project, as applicable. Any portion of this Agreement which is not suspended or terminated shall remain in full force and effect.

(C) In addition, upon such full or partial suspension or termination, A.I.D. may, at A.I.D.'s expense, direct that title to goods financed under the grant, be transferred to A.I.D. 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 Grantee's country."

B. Section B.3, Utilization of Goods and Services, is modified by deleting subparagraph (a) and replacing it with the following:

"(a) Any resources financed under the Grant, unless otherwise agreed in writing by A.I.D., will be devoted to the Project

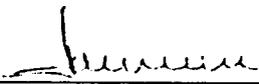
until the completion or termination of the Project, and thereafter (as well as during any period of suspension of the Project) will be used so as to further the objectives sought in carrying out the project."

Article 5: Other Terms and Conditions

All other terms and conditions of the Project Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Fourth Amendment to the Project Grant Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

BY: 

NAME: A. I. MURANI

TITLE: ASST. COMMISSIONER

DATE: 8TH APRIL 1994

UNITED STATES OF AMERICA

BY: 

NAME: DALE B. PFEIFFER

TITLE: DIRECTOR

DATE: APRIL 8, 1994

A.I.D. PROJECT NO. 621-0173
FAMILY PLANNING SERVICES SUPPORT PROJECT

GRANT AGREEMENT AMENDMENT NO.4
ILLUSTRATIVE SUMMARY OF
COSTS BY EXPENSE CATEGORY AND SOURCE OF FUNDING*
(\$000s)

Expenditure Category	Prior Obligation		Obligation Amendment 4		Funding Total to date		Life of Project Funding	
	AID	GOT	AID	GOT	AID	GOT	AID**	GOT
Tech. Assistance	3730	0	200	0	3930	0	5138	0
Training	2127	60	100	30	2227	90	3500	100
Commodities/ equip/others	600	60	0	30	600	90	600	100
Institutional Support	1185	800	100	200	1285	1000	1395	1400
Research/ Monitoring	560	60	295	30	855	90	1310	50
Audit/Evaluation	263	0	0	0	263	0	300	0
AID Management	1095	0	105	0	1200	0	1200	0
Contingency	65	40	0	20	65	60	800	100
Total Obligation	9625	1020	800	310	10425	1330	14243	1750
Plus Direct Contraceptive Procurement	1829	0	1000		2829		4757***	0
INTRAH OYB	800	0	200		1000		1000***	0
Life of Project Total Funding	12254	1020	2000	310	14254	1330	20000	1750

Footnotes

- * Either party may unilaterally, with written notice to the other, adjust line items in this budget to a maximum of 15% per line item, provided, however, that the total obligated amount as shown in the budget is not exceeded. The total budget of element "Training" and element "AID Management" is increased. The total budget for elements: "Technical Assistance", "Commodities", "Audit/Evaluation" and "Contingency" is reduced.
- ** Subject to the availability of funds to A.I.D. for this purpose, and to the mutual agreement of the parties to proceed at the time of each subsequent increment.
- *** Funds for contraceptives will be transferred directly to A.I.D.'s central contraceptive procurement project. Funds for INTRAH training activities will be transferred directly to A.I.D.'s central paramedical training project.

Clearance:

HPO, DVogel

DMV

Date

1/11/94

PO, PMorris

PM

Date

1/12/94

CONT, JHepp

JH

Date

3/30/94

DDIR, JSchlesinger

JS

Date

3/30/94

REDSO/RLA, AVance

AV

Date

1/11/94

Drafted: FMburu: January 11, 1994

File: FPSS 4

FISCAL DATA:

APP: 72-114/51014

BPC: GSS4-94-21621-KG13

OBL:DOC: PRO-AG-621-0173-90-04

RCN:T946003

PROJECT: 6210173.00

AMOUNT: \$ 800,000.00

FUNDS AVAILABLE -

Office of the Controller USAID/TANZANIA

Date: 02/15-94

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