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93510

U.S. ECONOMIC ASSISTANCE PROGRAM IN EGYPT

USAID Grant Agreement No. 263-0259

CONFORMED
COPY

STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN THE
ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
GIRLS' EDUCATION

Dated: SEP 30 1996

FUNDS RESERVED	
App. 726/71037	Res. No. P960604
ECCC 41701	FPO HES6-96-23263-K013
Off Code 802	Amount \$ 15,000,000.00
Agmt 444470043	Acc. Basis
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By HA	MAOC Date 09/24/96

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Strategic Objective Grant Agreement

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STRATEGIC OBJECTIVE GRANT AGREEMENT

For

GIRLS' EDUCATION

Dated:

Between

The Arab Republic of Egypt ("Grantee")

and

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

Article 1: Purpose.

The purpose of this Strategic Objective Grant Agreement ("Agreement") is to set out the understanding of the parties named above (the "Parties") about the Strategic Objective described below.

Article 2: Strategic Objective, Results and Intermediate Results.

Section 2.1. Strategic Objective. The Strategic Objective sought by this Agreement ("Strategic Objective") is to promote increased participation of girls in quality basic education.

Section 2.2. Annex 1, Amplified Description. Annex 1, attached, amplifies the above Strategic Objective and describes the Results and Intermediate Results necessary to achieve the Objective and the Indicators by which achievement of the Results

and Intermediate Results will be measured. Within the limits of the above definition of the Strategic Objective in Section 2.1, Annex 1 may be changed by written agreement of the authorized representatives of the Parties without formal amendment of this Agreement.

Article 3. Contributions of the Parties.

Section 3.1. USAID Contribution.

(a) The Grant. To help achieve the Strategic Objective set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the Grantee under the terms of the Agreement not to exceed Fifteen Million United States ("U.S.") Dollars (\$15,000,000) (the "Grant").

(b) Total Estimated USAID Contribution. USAID's total estimated contribution to achievement of the Strategic Objective will be U.S. \$65,000,000, which will be provided in increments. Subsequent increments will be subject to the availability of funds to USAID for this purpose and the mutual agreement of the Parties, at the time of each subsequent increment, to proceed.

Section 3.2. Grantee Contribution.

(a) The Grantee agrees to provide or cause to be provided all funds, in addition to those provided by USAID and any other donor identified in Annex 1, and all other resources required to complete, on or before the Completion Date, all activities necessary to achieve the Strategic Objective and Results.

(b) The Grantee's contribution will not be less than the

Egyptian pound equivalent of U.S. \$22,140,000, including in-kind contributions. The Grantee will report at least annually in a format to be agreed upon with USAID on its cash and "in-kind" contributions.

Article 4: Completion Date.

(a) The Completion Date, which is September 30, 2001, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all the activities necessary to achieve the Strategic Objective, Results and Intermediate Results will be completed.

(b) Except as USAID may otherwise agree in writing, USAID will not issue or approve documentation which would authorize disbursement of the Grant for services performed or goods furnished after the Completion Date.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, are to be received by USAID no later than nine (9) months following the Completion Date, or such other period as USAID agrees to in writing before or after such period. After such period USAID, at any time or times, may give notice in writing to the Grantee and reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of such period.

Article 5: Conditions Precedent to Disbursement.

Section 5.1. First Disbursement. Prior to the first disbursement under this Agreement, or to the issuance by USAID of documentation pursuant to which such disbursement may be made, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to USAID in satisfactory form and substance:

A statement of the names and titles of the persons authorized pursuant to Section 7.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement.

Section 5.2. Notification. USAID will promptly notify the Grantee when USAID has determined that the conditions precedent specified above have been met.

Section 5.3. Terminal Dates for Conditions Precedent.

The terminal date for meeting the conditions specified in Section 5.1 is 90 days from the date of this Agreement or such later date as USAID may agree to in writing before or after the above terminal date. If the conditions precedent in Section 5.1 have not been met by the above terminal date, USAID, at any time, may terminate this Agreement by written notice to the Grantee.

Article 6: Special Covenants.

Section 6.1. Payment by the Ministry of Education of Taxes, Tariffs, Duties and other Levies. To the extent that any of the funds provided under the Grant are used to pay any taxes, tariffs, duties or other levies (including social insurance) for

which an exemption is provided under Section B4 of annex 2 hereto, the Ministry of Education shall, unless otherwise expressly provided in Implementation Letters, pay the same with funds other than those provided under the Grant.

SECTION 6.2. Documentation Required for Duty-Free Importation of Commodities and Personal Effects. The Grantee agrees that the Ministry of Education shall provide to the Egyptian Customs Authority letters of guarantee and any other documentation required for the duty-free importation of any commodities (including vehicles) and personal effects for which an exemption from taxes, tariffs, duties, or other levies is provided under Section B4 of annex 2 hereto. Such letters of guarantee shall provide for payment by the Ministry of Education, with funds other than those provided under the Grant, of all customs duties and other taxes imposed on such commodities and such personal effects contrary to the exemptions contained in annex 2, section B4.

SECTION 6.3. Monitoring and Evaluation. The Parties agree to establish a monitoring and evaluation program as part of the Agreement. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Agreement, and at one or more points thereafter:

(a) systematic monitoring and reporting of progress on performance indicators during the Agreement period;

(b) formal evaluation or review of the Agreement at critical points during the Agreement's implementation, using the

information provided to improve attainment of the Agreement's objectives; and

(c) a summary of the performance indicators and development impact achieved as a result of the Agreement.

SECTION 6.4. Ratification. The Grantee will take all necessary action to complete all legal procedures necessary to ratification of this Agreement and will notify USAID as promptly as possible of the fact of such ratification.

Article 7: Miscellaneous.

Section 7.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram, telefax or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Grantee:

Ministry of Economy and International Cooperation
Department for Economic Cooperation with the U.S.
48-50 Abdel Khalik Tharwat Street
5th Floor
Cairo, Egypt

To USAID:

USAID
106 Kasr El Aini Street
9th Floor
Cairo, Egypt

To the Implementing Organizations:

Ministry of Education
El Falaky Street
Garden City

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of Minister of Economy and International Cooperation and/or the Administrator of the Department for Economic Cooperation with U.S.A., and USAID will be represented by the individual holding or acting in the Office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement or revising the Results and Intermediate Results. The names of the representatives of the Grantee, with specimen signatures, will be provided to USAID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

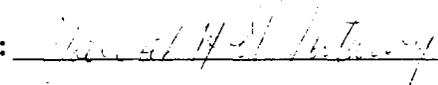
Section 7.3. Standard Provisions Annex. A "Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

Section 7.4. Language of Agreement. This Agreement is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version will prevail.

Section 7.5. Effective Date. This Agreement shall enter into force when signed by both Parties hereto.

IN WITNESS WHEREOF, the Grantee 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 above written.

ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Nawal El Tatawi

TITLE : Minister of Economy and International Cooperation

UNITED STATES OF AMERICA

BY : 

NAME : Edward S. Walker, Jr.

TITLE: American Ambassador

ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Hassan Selim

TITLE : Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : 

NAME : John R. Westley

TITLE: Director, USAID/Egypt

Implementing Organization

In acknowledgement of the foregoing Agreement, the following representative of the implementing organization has subscribed her/his name:

BY : 

NAME : Dr. Hussein Kamel Bahaa El Din

TITLE : Minister of Education

ANNEX 1
AMPLIFIED DESCRIPTION

I. INTRODUCTION

This Annex 1 to the Agreement between the Grantee and U.S.A.I.D. for increased participation of girls in quality basic education describes the activities to be undertaken and the results to be achieved with the funds obligated herein. Nothing in this Annex 1 shall be construed as amending any of the definitions or terms in the attached agreement.

II. BACKGROUND

Investments in education contribute to a more skilled and productive labor force, improved health and nutritional status of populations, environmental protection, and enhanced participation in the democratic process. Evidence from a number of emerging economies suggests that universal primary education may be a prerequisite to economic take-off. Most development experts agree that investments in female education have the highest returns of all educational dollars spent. Low enrollment of girls remains a major obstacle to the achievement of universal primary education in Egypt.

Gross enrollment ratios for girls in primary school rose from 49 percent in 1960 to an estimated 90.4 percent in 1992. Nevertheless, serious regional disparities in access to basic education exist, particularly in Upper Egypt, where in some hamlets less than 15 percent of girls go to school. Available data indicate that approximately 800,000 girls ages 6-15 are currently out of school in Upper Egypt. Moreover, nationwide adult literacy rates remain unacceptably low at 62 percent for males and only 38 percent for females.

The Government of Egypt recognizes the need to improve access and quality of instruction so that children complete their education and acquire necessary skills. Consequently, it has increased budget allocations for education and begun implementing a number of educational reforms. The Parties to this agreement will advance this process and address both formal and informal educational barriers to increased girls' participation in quality basic education. The formal barriers will be reduced through: (a) the replication and refinement of the promising one-room and community school models in the highest need areas of Egypt; (b) development of an interactive, multi-grade system for delivering MOE curriculum and supplementary gender sensitive materials in these schools; and (c) an in-service teacher training program that will train these teachers to apply the interactive teaching methodologies and encourage problem solving by learners. Informal barriers will be addressed by raising community awareness and support for girls' education through: (a) the involvement of non-governmental organizations (NGOs) and community development associations (CDAs) in a campaign to mobilize local participation in education; (b) the production of an Egyptian "Sesame Street"; and (c) a country initiative to galvanize religious, business and media leaders in support of girls' education.

III. FUNDING

The illustrative financial plan for the Program is set forth in Attachment 1 to this Amplified Description. Changes may be made to the financial plan by representatives of the Parties without formal amendment to the Agreement, if such changes do not cause: (1) USAID's contribution to exceed the amount specified in Section 3.1 of the Agreement; or (2) the Grantee's contribution to be less than the amount specified in Section 3.2 of the Agreement.

IV. RESULTS AND INDICATORS

The Strategic Objective to be achieved is increased participation of girls in quality basic education. Three intermediate results are expected to contribute to this objective: increased access, or an increased number of schools in which constraints to girls' attendance have been removed; increased demand among communities and parents for education for girls; and an improved national policy environment, especially one that encourages community support for education. Benchmarks measuring achievement of the Strategic Objective and its intermediate results are defined in the table set forth in Attachment 2 to this Amplified Description.

V. PLANNED ACTIVITIES TO ACHIEVE DEFINED RESULTS

To reach the three intermediate results identified, the Parties agree to finance the following activities:

- A. Increased Access, or Increased Number of Schools in Which Constraints to Girls' Attendance Have Been Removed:** Technical assistance will support the development of: a multigrade system that will deliver a primary school curriculum suitable for the one-room class using student-centered methodologies and emphasizing problem-solving and analytic skills; a replicable training program and training plan for facilitators/teachers and school administrators in how to use the multigrade curriculum; a sustainable and replicable small school model that entails community involvement for implementation in areas of Egypt of greatest need. Grant assistance will help develop an Egyptian version of the "Sesame Street" educational television program.
- B. Increased Demand for Girls' Education:** Technical assistance will: strengthen the capacity of Egyptian non-governmental organizations to facilitate enhanced community involvement in and support of primary schools and literacy programs; and organize a national initiative to mobilize religious, political, business, media and community leaders in support of girls' education and to develop national and local awareness campaigns raising public appreciation of the importance of girls' education.
- C. Improved National Policy Environment:** Technical assistance for long and short-term advisors will assist the Ministry of Education to develop and implement policies that will enhance community participation in female education and achieve universal quality

primary education.

D. In addition to the three objectives described above, program activities may also include technical assistance for further research and design and for monitoring achievement of the defined results.

VI. ROLES AND RESPONSIBILITIES OF THE PARTIES

A number of teams will participate in monitoring and implementing activities under this Strategic Objective. Their responsibilities will include setting near-term and longer-term goals, allocating resources towards these ends, managing and implementing the different activities, and monitoring their performance. The teams will include representatives from USAID, the Ministry of Education, and other partners and customers committed to improving educational opportunities for girls.

USAID will have principal responsibility for procuring contractors and grantees to carry out activities under this Strategic Objective. Representatives of the Ministry of Education will serve on principal evaluation committees.

VII. MONITORING AND EVALUATION

Continuous monitoring of progress towards the stated intermediate results and Strategic Objective as set forth in Attachment 2 will be the responsibility of a prime technical assistance contractor. This monitoring plan will provide the various teams with feedback on achievements and recommendations for any necessary adjustments in the overall strategy. Additional periodic evaluations or assessments will be undertaken as appropriate.

Financial audits of the activities will be conducted in accordance with the standard procedures of USAID. In addition, there will be periodic "performance audits" based on a range of indicators which measure progress in the education sector.

**Girls' Education
Illustrative Financial Plan**

Element	Current USAID Obligation	Total Planned USAID Obligation	Total GOE In-Kind Contribution
A. Prime Technical Assistance Contract	\$4,400,000	\$28,160,000	
B. Girls' & Women's Educ Initiative	\$1,000,000	\$5,000,000	
C. Global Comm. & Learning Systems	\$2,900,000	\$8,978,000	
D. Childrens' TV Workshop Grant	\$5,600,000	\$5,600,000	
E. Monitor, Eval, Pilots	\$1,000,000	\$1,120,000	
F. Audit	\$100,000	\$200,000	
G. Future Activities	0	\$15,942,000	
TOTAL	\$15,000,000	\$65,000,000	LE 75,275,000¹

¹Includes salaries of teachers and multi-grade curriculum packages for small sch.

for Egyptian "Sesame Street" and radio instruction.

STRATEGIC OBJECTIVE 2 : INCREASED PARTICIPATION OF GIRLS IN QUALITY BASIC EDUCATION

INDICATORS	BASELINE	TARGETS	
		FY 2001	COMMENTS
Strategic Objective 2: Girls' Education			
Girls' gross enrollment in targeted regions within governorates of El Minya, Beni Suef and Beheria	To be determined	30,000 (students)	LOSO ² goal is to establish 1,000 new schools serving an average of 30 children per school.
Girls' pass rates on MOE 3rd year exam	Current MOE Average	90%	No data until year 3
Third year drop-out rate	Current MOE Average	nil	No data until year 3
Result No. 2.1: Increased number schools in which constraints to girls' attendance have been removed			
New community schools established using multi-grade MOE curriculum.	1995	1,000	No schools anticipated until year 2
Existing small schools using multi-grade MOE curriculum.	1995	4,000	Includes 3000 MOE one room and 1000 UNICEF schools
Result No. 2.2: Increased demand for girls' education			
Number of communities seeking ENGO assistance	1995	1,000	100 ENGOs strengthened is LOSO goal.
Percentage surveyed families supporting female ed	1997	80%	Two surveys over LOSO
Result No. 2.3: Improved National Policy Environment			
1) Increased local decision-making authorities 2) Primary school budget allocations increased 3) Regularized private-public dialogue on national strategy for girls' education	1995	3	Reforms achieved years 4-6; order not pre determined.

²"Life of Strategic Objective" or by FY 2001.

Annex 2
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Article A: Definitions and Implementation Letters.

Section A.1. Definitions. As used in this Annex, the "Agreement" refers to the Strategic Objective Grant Agreement to which this Annex is attached and of which this Annex forms a part. Terms used in this Annex have the same meaning or reference as in the Agreement.

Section A.2. Implementation Letters. To assist the Grantee in the implementation of the Agreement, USAID, from time to time, will issue Implementation Letters that will furnish additional information about matters stated in this Agreement. The Parties may also issue jointly agreed-upon Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Implementation Letters can also be issued to record revisions or exceptions which are permitted by the Agreement.

Article B: General Covenants.

Section B.1. Consultation. The Parties will cooperate to assure that the Strategic Objective and Results of this Agreement will be accomplished. To this end, the Parties, at the request of either, will exchange views on progress towards the Strategic Objectives and Results, the performance of obligations under this Agreement, the performance of any consultants, contractors, or suppliers engaged under the Agreement, and other matters relating to the Agreement.

Section B.2. Execution of Agreement. The Grantee will:

(a) Carry out the Agreement or cause it to be carried out with due diligence and efficiency, in conformity with sound technical, financial, and management practices, and in conformity with those documents, plans, specifications, contracts, schedules, or other arrangements, and with any modifications therein, approved by USAID pursuant to this Agreement; and

(b) Provide qualified and experienced management for, and train such staff as may be appropriate for the maintenance and operation of activities financed under the Agreement, and, as applicable for continuing activities, cause those activities to be operated and maintained in such manner as to assure the continuing and successful achievement of the Strategic Objectives and Results of the Agreement.

Section B.3. Utilization of Goods and Services.

(a) Any goods and services financed under this Agreement, unless otherwise agreed in writing by USAID, will be devoted to the Agreement until the completion or termination of the Agreement, and thereafter (as well as during any period of suspension of the Agreement) will be used to further the objectives sought in carrying out the Agreement and as USAID may

direct in Implementation Letters.

(b) Goods or services financed under this Agreement, except as USAID may otherwise agree in writing, will not be used to promote or assist a foreign aid project or activity associated with or financed by a country not included in USAID Geographic Code 935 as in effect at the time of such use.

Section B.4. Taxation.

(a) General Exemption. The Agreement and the assistance thereunder are free from any taxes imposed under laws in effect in the territory of the Grantee.

(b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to (1) any activity, contract, grant or other implementing agreement financed by USAID under this Agreement; (2) any transaction or supplies, equipment (including vehicles), materials, property or other goods (hereinafter collectively "goods") under (1) above; (3) any contractor, grantee, or other organization carrying out activities financed by USAID under this Agreement; (4) any employee of such organizations; and (5) any individual contractor or grantee carrying out activities financed by USAID under this Agreement.

(c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to, the following taxes:

(1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use, re-exportation, and/or disposition of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national individuals or their family members.

(2) Exemption 2. Taxes on the income, profits or property of all (i) non-national organizations of any type, (ii) non-national employees of national and non-national organizations, or (iii) non-national individual contractors and grantees. Exemption 2 includes income and social insurance taxes and levies of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term "national" refers to organizations established under the laws of the Grantee and citizens of the Grantee, other than permanent resident aliens in the United States.

(3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this Agreement, including sales taxes, value-added

taxes (VAT), or taxes on purchases or rentals of real or personal property. The term "last transaction" refers to the last transaction by which the goods or services were purchased for use in the activities financed by USAID under this Agreement.

(d) If a tax has been levied and paid contrary to the provisions of an exemption, USAID may, in its discretion, (1) require the Grantee shall refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the Agreement, or (2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Parties.

(e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic development of the country of the Grantee.

Section B.5. Reports, Accounting Records, Audits, and Inspections.

(a) The Grantee shall furnish USAID such information and reports relating to the Agreement as USAID may reasonably request.

(b) The Grantee shall maintain accounting books, records, documents and other evidence relating to the Agreement, adequate to show, without limitation, all costs incurred under the Agreement, the receipt and use of goods and services acquired under the Agreement, agreed-upon cost sharing requirements, the nature and extent of solicitations of prospective suppliers of goods and services acquired, the basis of award of contracts and orders, and the overall progress of the Agreement toward completion ("Agreement books and records"). At the Grantee's option, with approval by USAID, Agreement books and records shall be maintained in accordance with one of the following methods: (1) generally accepted accounting principles prevailing in the United States, (2) generally accepted accounting principles prevailing in the country of the Grantee, (3) accounting principles prescribed by the International Accounting Standards Committee (an affiliate of the International Federation of Accountants), or (4) such other accounting principles as the Parties may agree to in writing. Agreement books and records shall be maintained for at least three years after the date of last disbursement by USAID or for such longer period, if any, required to resolve any litigation, claims or audit findings.

(c) If \$250,000 or more is disbursed directly to the

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Grantee in any one calendar year under the Agreement, the Grantee, except as the Parties may otherwise agree in writing, shall have financial audits made of the funds disbursed to the Grantee under the Agreement in accordance with the following terms:

(1) The Grantee shall select an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General ("Guidelines"), and the audits shall be performed in accordance with the "Guidelines."

(2) An audit of the funds provided under the Agreement shall be conducted for each fiscal year of the Grantee. The audit shall determine whether the receipt and expenditure of the funds provided under the Agreement are presented in accordance with generally accepted accounting principles agreed to in section (b) above and whether the Grantee has complied with the terms of the Agreement. Each audit shall be completed no later than one year after the close of the Grantee's fiscal year.

(d) The Grantee shall submit an audit report to USAID within 30 days after completion of each audit arranged for by the Grantee in accordance with this Section. The USAID Inspector General will review each report to determine whether it complies with the audit requirements of this Agreement. Subject to USAID approval, costs of audits performed in accordance with the terms of this Section may be charged to the Agreement. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this Section, USAID will consider appropriate measures which include suspension of all or a portion of disbursements until the audit is satisfactorily completed or USAID performs its own audit.

(e) The Grantee shall submit to USAID, in form and substance satisfactory to USAID, a plan by which the Grantee will ensure that funds made available to subrecipients that receive \$100,000 or more in any one calendar year under the Agreement are audited in accordance with this Agreement. The plan should describe the methodology to be used by the Grantee to satisfy its audit responsibilities with respect to any subrecipient to which this Section applies. Such audit responsibilities with respect to subrecipients may be satisfied by relying on independent audits of the subrecipients or on appropriate procedures performed by the internal audit or program staff of the Grantee, by expanding the scope of the independent financial audit of the Grantee to encompass testing of subrecipients' accounts, or by a combination of these procedures. The plan should identify the funds made available to subrecipients that will be covered by audits conducted in accordance with other audit provisions that would satisfy the Grantee's audit responsibilities (a nonprofit

organization organized in the United States is required to arrange for its own audits; a for-profit contractor organized in the United States that has a direct contract with USAID is audited by the cognizant U.S. Government Agency; a private voluntary organization organized outside the United States with a direct grant from USAID is required to arrange for its own audits; and a host-country contractor should be audited by the cognizant Grantee contracting agency). The Grantee shall ensure that appropriate corrective actions are taken on the recommendations contained in the subrecipients' audit reports; consider whether subrecipients' audits necessitate adjustment of its own records; and require each subrecipient to permit independent auditors to have access to records and financial statements as necessary.

(f) USAID may, at its discretion, perform the audits required under this Agreement on behalf of the Grantee by utilizing funds under the Agreement or other resources available to USAID for this purpose. The Grantee shall afford authorized representatives of USAID the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by USAID, and books, records and other documents relating to the Agreement.

Section B.6. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed USAID, or caused USAID to be informed, in the course of reaching agreement with USAID on the Agreement, are accurate and complete, and include all facts and circumstances that might materially affect the Agreement and the discharge of responsibilities under this Agreement; and

(b) that it will inform USAID in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Agreement or the discharge of responsibilities under this Agreement.

Section B.7. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Agreement, except fees, taxes, or similar payments legally established in the country of the Grantee.

Section B.8. Information and Marking. The Grantee will give appropriate publicity to the Agreement as a program to which the United States has contributed, identify Agreement activity sites, and mark goods financed by USAID, as described in Implementation Letters.

Section B.9. Impact on Jobs in the United States.

(a) No funds or other support provided hereunder may be used in an activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

(b) No funds or other support provided hereunder may be used in an activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

(c) No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Article C: Procurement Provisions.

Section C.1. Source and Origin.

C.1. Source and Origin.

(a) Foreign Exchange Costs. Disbursements for Foreign Exchange Costs will be used exclusively to finance the costs of goods and services required for the Agreement having, with respect to goods, their source and origin and, with respect to the suppliers of goods and services, their nationality, in the United States (USAID Geographic Code 000), except as USAID may otherwise agree in writing.

(b) Local Currency Costs. Disbursements for Local Currency Costs will be used exclusively to finance the costs of goods and services required for the Agreement which meet the requirements of USAID's local procurement policy which will be provided in an Implementation Letter.

(c) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(d) Provisions concerning restricted and ineligible goods and services may be provided in an Implementation Letter.

(e) Transportation by air financed under this agreement, of property or persons, will be on carriers holding United States certification, to the extent service by such carriers is available under the Fly America Act. This requirement may be further described by USAID in Implementation Letters.

Section C.2. Eligibility Date. No goods or services may be financed under the Agreement which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing.

Section C.3. Plans, Specifications and Contracts. In order for there to be mutual agreement on the following matters, and except as the Parties may otherwise agree in writing:

(a) The Grantee will furnish to USAID upon preparation:

(1) any plans, specifications, procurement or construction schedules, contracts, or other documentation between the Grantee and third parties, relating to goods or services to be financed under the Agreement, including documentation relating to the prequalification and selection of contractors and to the solicitation of bids and proposals. Material modifications in such documentation will likewise be furnished USAID on preparation; and

(2) such documentation will also be furnished to USAID, upon preparation, relating to any goods or services, which, though not financed under the Agreement, are deemed by USAID to be of major importance to the Agreement. Aspects of the Agreement involving matters under this subsection (a)(2) will be identified in Implementation Letters.

(b) Documents related to the prequalification of contractors, and to the solicitation of bids or proposals for goods and services financed under the Agreement will be approved by USAID in writing prior to their issuance, and their terms will include United States standards and measurements;

(c) Contracts and contractors financed under the Agreement for engineering and other professional services, for construction services, and for such other services, equipment, or materials as

may be specified in Implementation Letters, will be approved by USAID in writing prior to execution of the contract. Material modifications in such contracts will also be approved in writing by USAID prior to execution; and

(d) Consulting firms used by the Grantee for the Agreement but not financed under the Agreement, the scope of their services and such of their personnel assigned to activities financed under the Agreement as USAID may specify, and construction contractors used by the Grantee for the Agreement but not financed under the Agreement, shall be acceptable to USAID.

Section C.4. Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Agreement. Such items will be procured on a fair and, to the maximum extent practicable, competitive basis.

Section C.5. Notification to Potential Suppliers. To permit all United States firms to have the opportunity to participate in furnishing goods and services to be financed under the Agreement, the Grantee will furnish USAID such information with regard thereto, and at such times, as USAID may request in Implementation Letters.

Section C.6. Transportation.

(a) In addition to the requirements in Section C.1(a), costs of ocean or air transportation and related delivery services may not be financed under the Grant, if the costs are for transportation under an ocean vessel or air charter which has not received prior USAID approval.

(b) Unless USAID determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, or otherwise agrees in writing:

(1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by USAID which may be transported on ocean vessels will be transported on privately owned United States-flag commercial vessels; and

(2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by USAID and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both any cargo transported from U.S. ports and any cargo transported from non-U.S. ports, computed separately.

Section C.7. Insurance.

(a) Marine insurance on goods financed by USAID which are to be transported to the territory of the Grantee may be financed as a Foreign Exchange Cost under this Agreement provided

(1) such insurance is placed at the most advantageous competitive rate;

(2) such insurance is placed in a country which is authorized under Section C.1(a); and

(3) claims thereunder are payable in U.S. dollars or any freely convertible currency unless USAID agrees otherwise in writing.

If the Grantee (or government of the Grantee), by statute, decree, rule, regulation, or practice discriminates with respect to USAID-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the territory of the Grantee financed by USAID hereunder shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do marine insurance business in the United States.

(b) Except as USAID may otherwise agree in writing, the Grantee will insure, or cause to be insured, goods financed under the Agreement imported for the Agreement against risks incident to their transit to the point of their use under the Agreement; such insurance will be issued on terms and conditions consistent with sound commercial practice and will insure the full value of the goods. Any indemnification received by the Grantee under such insurance will be used to replace or repair any material damage or any loss of the goods insured or will be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacement will be of source and origin of countries listed in USAID Geographic Code 935 as in effect at the time of replacement and, except as the Parties may agree in writing, will be otherwise subject to the provisions of the Agreement.

Section C.8. U.S. Government-Owned Excess Property. The Grantee agrees that wherever practicable United States Government-owned excess personal property, in lieu of new items financed under the Grant, should be utilized. Funds under the Agreement may be used to finance the costs of obtaining such property.

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Article D: Disbursements.

Section D.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, if any, the Grantee may obtain disbursements of funds under the Agreement for the Foreign Exchange Costs of goods or services required for the Agreement in accordance with its terms, by such of the following methods as may be mutually agreed upon:

(1) by submitting to USAID, with necessary supporting documentation as prescribed in Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for USAID to procure commodities or services in Grantee's behalf for the Agreement; or,

(2) by requesting USAID to issue Letters of Commitment for specified amounts directly to one or more contractors or suppliers, committing USAID to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by the Grantee in connection with Letters of Commitment will be financed under the Agreement unless the Grantee instructs USAID to the contrary. Such other charges as the Parties may agree to may also be financed under the Agreement.

Section D.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, if any, the Grantee may obtain disbursements of funds under the Agreement for Local Currency Costs required for the Agreement in accordance with terms of this Agreement, by submitting to USAID, with necessary supporting documentation as prescribed in Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be purchased by USAID with U.S. Dollars. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. Dollars required by USAID to obtain the local currency.

Section D.3. Other Forms of Disbursement. Disbursements may also be made through such other means as the Parties may agree to in writing.

Section D.4. Rate of Exchange. If funds provided under the Agreement are introduced into the Cooperating Country by USAID or any public or private agency for purposes of carrying out obligations of USAID hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into local currency at the highest rate of exchange

which, at the time the conversion is made, is not unlawful in the country of the Grantee to any person for any purpose.

Article E: Termination; Remedies.

Section E.1. Suspension and Termination.

(a) Either Party may terminate this Agreement in its entirety by giving the other Party 30 days written notice. USAID 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. In addition, USAID may terminate 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 USAID determines makes it improbable that the Strategic Objective or Results of the Agreement 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 or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.

(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 this entire Agreement or part thereof 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 Agreement, or to the suspended or terminated portion of the Agreement, 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, USAID may, at USAID's expense, direct that title to goods financed under the Agreement, or under the applicable portion of the Agreement, be transferred to USAID if the goods are in a deliverable state.

Section E.2. Refunds.

(a) In the case of any disbursement which is not supported by valid documentation in accordance with this Agreement, or which is not made or used in accordance with this Agreement, or which was for goods or services not used in accordance with this Agreement, USAID, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefor.

(b) If the failure of Grantee to comply with any of its

obligations under this Agreement has the result that goods or services financed or supported under the Agreement are not used effectively in accordance with this Agreement, USAID may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for or in connection with such goods or services in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefor.

(c) The right under subsections (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

(d) (1) Any refunds under subsections (a) or (b), or (2) any refund to USAID from a contractor, supplier, bank or other third party with respect to goods or services financed under the Agreement, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the Agreement, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the Grant.

(e) Any interest or other earnings on funds disbursed by USAID to the Grantee under this Agreement prior to the authorized use of such funds for the Agreement will be returned to USAID in U.S. Dollars by the Grantee, unless USAID otherwise agrees in writing.

Section E.3. Nonwaiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

Section E.4. Assignment. The Grantee agrees, upon request, to execute an assignment to USAID 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 which USAID financed in whole or in part out of funds granted by USAID under this Agreement.

اتفاقية الوكالة الأمريكية للتنمية الدولية

رقم ٢٦٣ - ٢٥٩

اتفاقية منحة الأهداف الإستراتيجية
لتعليم الفتيات
بين
حكومة جمهورية مصر العربية
و
حكومة الولايات المتحدة الأمريكية

بتاريخ / / ١٩٩٦

اتفاقية منحة الأهداف الإستراتيجية
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- مادة ٢ - الأهداف الإستراتيجية ، النتائج والنتائج الوسيطة .
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منحة الوكالة الأمريكية للتنمية
الدولية رقم ٢٦٣ - ٢٦٤

اتفاقية منحة الأهداف الإستراتيجية لتعليم الفتيات
المؤرخة / ١٩٩٦

بين

حكومة جمهورية مصر العربية (الممنوح)

و

حكومة الولايات المتحدة الأمريكية ممثلة في الوكالة
الأمريكية للتنمية الدولية (الوكالة) .

مادة ١ : الغرض : -

إن هدف هذه الإتفاقية الخاصة بمنحة الأهداف الإستراتيجية هو
تحديد مفاهيم الطرفين المذكورين أعلاه (الطرفان) فيما يتعلق
بالأهداف الإستراتيجية الموضحة أدناه .

مادة ٢ : الأهداف الإستراتيجية ، النتائج والنتائج الوسيطة : -

بند ١-٢ الأهداف الإستراتيجية :

تعتبر الأهداف الإستراتيجية المنشودة من هذه الإتفاقية "الأهداف
الإستراتيجية" هي تشجيع زيادة مشاركة الفتيات في التعليم الأساسي المتميز .

بند ٢-٢ ملحق (١) الوصف التفصيلي :

ملحق (١) المرفق يوضح الأهداف الإستراتيجية السابقة ويصف
النتائج والنتائج الوسيطة اللازمة لتحقيق الهدف و المؤشرات التي ستستخدم
لقياس درجة إنجاز النتائج و النتائج الوسيطة في حدود التعريف السابق
للأهداف الإستراتيجية في بند ١-٢ فإنه يمكن تغيير ملحق (١) بواسطة إتفاق
كتابي بين الممثلين المفوضين للأطراف بدون تعديل رسمي لهذه الإتفاقية .

مادة ٣ : مساهمات الأطراف : -

بند ١-٣ مساهمة الوكالة الأمريكية للتنمية الدولية :

أ- المنحة : للمساعدة في تحقيق الأهداف الإستراتيجية المحددة في
هذه الإتفاقية فإن الوكالة طبقا لقانون المساعدة الأجنبية لعام ١٩٦١ ،

المعدل ، توافق على منح الممنوح طبقا لشروط هذه الإتفاقية ما لا يزيد عن خمسة عشر مليون دولار أمريكي (١٥,٠٠٠,٠٠٠ دولار أمريكي) (المنحة) .

ب - التقدير الإجمالي لمساهمات الوكالة :

ستكون مساهمة الوكالة الإجمالية التقديرية لتحقيق النتائج ٦٥,٠٠٠,٠٠٠ دولار أمريكي ويتم تقديمها على دفعات إضافية متلاحقة تخضع الدفعات اللاحقة لمدى ما يتوافر لدى الوكالة من تمويل لهذا الغرض وللإتفاق المتبادل بين الطرفين في الوقت الذي يحين فيه تقديم كل دفعة تالية .

بند ٣-٢ : مساهمات الممنوح :

أ- بالإضافة الى مساهمات الوكالة ومساهمات أى مانح آخر حسب ما هو مبين في ملحق (١) فإن الممنوح يوافق على تقديم الموارد الأخرى اللازمة لإكمال كل الأنشطة الضرورية لتحقيق الأهداف الإستراتيجية والنتائج وذلك قبل أو في تاريخ الإكمال .

ب- لن تقل مساهمات الممنوح عما يعادل مبلغ ٢٢,١٤٠,٠٠٠ دولار أمريكي بالجنه المصري متضمنة المساهمة العينية .
سيقوم الممنوح بتقديم تقارير سنوية على الأقل عن مساهماته النقدية والعينية بالشكل الذي يتفق مع الوكالة .

مادة ٤ : تاريخ الإكمال :-

=====

أ) إن تاريخ الإكمال ٣٠ سبتمبر ٢٠٠١ ، أو أى تاريخ آخر يتفق عليه الطرفان كتابة ، هو التاريخ الذي يقدر فيه الطرفان أن جميع الأنشطة اللازمة لتحقيق الأهداف الإستراتيجية والنتائج الوسيطة ستكون .

ب) بإستثناء ما قد توافق عليه الوكالة كتابة ، فإن الوكالة لن تصدر أو توافق على أى وثيقة تفويض تخول السحب من المنحة للخدمات او للسلع التي يتم تقديمها بعد تاريخ الإكمال .

ج) يجب أن تتسلم الوكالة طلبات السحب المصحوبة بالمستندات المؤيدة اللازمة والمذكورة في خطابات التنفيذ في مدة لا تتجاوز تسعة (٩) أشهر تالية لتاريخ الإكمال أو في أى مدة أخرى توافق عليها الوكالة كتابة قبل أو بعد هذه المدة ، ويجوز للوكالة بعد هذه المدة أن تخطر الممنوح كتابة في أى وقت لتخفيض مبلغ المنحة بأكمله وأى جزء منه لم يتم تقديم طلبات السحب الخاصة به ومعها المستندات اللازمة المشار إليها في الخطابات التنفيذية قبل إنتهاء المدة المذكورة .

مادة ٥ - المتطلبات السابقة على السحب :-

بند ١-٥ : السحب الأول :

قبل السحب الأول من خلال الإتفاقية أو إصدار أى مستندات من قبل الوكالة يتم بمقتضاها السحب سيقوم الممنوح، إلا إذا وافق الأطراف على خلاف ذلك كتابة بإمداد الوكالة بالشكل والمضمون المقبول بالآتى :

(أ) بيان بأسماء ووظائف الأشخاص المفوضين طبقا للبند ٧-٢ ليعملوا كممثلين للممنوح الى جانب نموذج توقيع لكل شخص مذكور فى هذا البيان .

بند ٢-٥ : الإخطار :

سوف تقوم الوكالة بإخطار الممنوح فورا عندما تقرر الوكالة أن الشروط السابقة المحددة سلفا قد تم إستيفائها .

بند ٣-٥ : التواريخ النهائية للشروط السابقة :

التاريخ النهائى لإستيفاء الشروط المحددة فى بند ٥-١ هو ٩٠ يوما من تاريخ هذه الإتفاقية أو أى تاريخ لاحق توافق عليه الوكالة كتابة قبل أو بعد التاريخ النهائى المحدد أعلاه . إذا لم يتم إستيفاء الشروط السابقة المحددة فى بند ٥-١ فى التاريخ النهائى المحدد أعلاه ، يمكن للوكالة فى أى وقت ، إنهاء هذه الإتفاقية بواسطة إخطار الممنوح كتابة .

مادة ٦ : أحكام خاصة :-

بند ٦-١ : دفع وزارة التعليم للضرائب والتعريفات والرسوم والجبايات

الأخرى :

فى الأحوال التى تستخدم فيها الأموال المتاحة من هذه المنحة لدفع أى ضرائب أو تعريفات أو أى جبايات أخرى شاملة (التأمينات الإجتماعية) والمعفاة بمقتضى البند ب-؛ الوارد بالملحق رقم (٢) من هذه الإتفاقية فإن وزارة التعليم ستقوم - ما لم ينص على غير ذلك فى الخطابات التنفيذية - بدفع هذه المبالغ من أرصدة غير التى توفرها المنحة .

بند ٦-٢ : الوثائق المطلوبة للإعفاء من الرسوم المفروضة على
إستيراد السلع والمتعلقات الشخصية :

يوافق الممنوح على أن تقوم وزارة التعليم بتقديم خطابات ضمان
أو أى مستندات أخرى مطلوبة لمصلحة الجمارك المصرية ، للإستيراد
المعفاء من الرسوم الجمركية .

وسوف توفر خطابات الضمان المذكورة سداد المدفوعات من جانب وزارة
التعليم - من أموال بخلاف تلك التى توفرها المنحة - لجميع الأعباء الجمركية
والضرائب المفروضة على تلك السلع والأمتعة الشخصية ما لم ينطبق عليها
الإعفاء المنصوص عليه فى الملحق رقم (٢) بند ب - ٤ .

بند ٦-٣ : المتابعة والتقييم :

يوافق الطرفان على إقامة برنامج للمتابعة والتقييم يكون جزءا من
الإتفاقية ويستثناء ما قد يتفق عليه الطرفان كتابة - فإن البرنامج خلال فترة
تنفيذ الإتفاقية وفى مرحلة أو أكثر بعد ذلك سوف يشتمل على ما يلى :

- (أ) المتابعة الدورية وتقديم تقارير عن مدى التقدم فى مؤشرات الأداء
خلال فترة الإتفاقية .
- (ب) تقييم رسمى أو مراجعة للإتفاقية فى النقاط الحاسمة خلال تنفيذ
الإتفاقية باستخدام المعلومات المقدمة لتحسين الوصول الى أهداف
الإتفاقية ؛ و
- (ج) ملخص لمؤشرات الإنجاز والآثر على التنمية الذى حدث كنتيجة
للإتفاقية .

بند ٦-٤ : التصديق :

يتولى الممنوح إتخاذ جميع الخطوات الضرورية لإستكمال كافة
الإجراءات القانونية اللازمة للتصديق على هذه الإتفاقية وتخطر الوكالة بهذا
التصديق .

مادة (٧) : متنوعات :-

بند ٧-١ : الإتصالات :

أى إخطار أو طلب أو مستند أو أى إتصال آخر مقدم من أحد الطرفين الى الطرف الآخر بشأن هذه الإتفاقية سوف يكون كتابة أو بالتلغراف أو بالفاكس أو بالبريد وسوف يعتبر أن جميع المراسلات قد تم إرسالها أو تسليمها طبقا للمقرر عند إرسالها الى الطرف المعنى على العناوين الآتية :

الى المنووح :

وزارة الإقتصاد والتعاون الدولى
قطاع التعاون الإقتصادى مع
الولايات المتحدة الأمريكية
٥٠/٤٨ شارع عبد الخالق ثروت
الدور الخامس
القاهرة / مصر

الى الوكالة :

الوكالة الأمريكية للتنمية الدولية
١٠٦ شارع القصر العينى ، الدور التاسع
القاهرة / مصر

الى الجهة المنفذه :

وزارة التعليم
شارع الفلكى
جاردن سيتى

ستكون جميع المراسلات باللغة الإنجليزية ما لم يتفق الطرفان على خلاف ذلك كتابة . ويجوز استبدال عناوين أخرى بالعناوين السالفة على أن يتم الإخطار بذلك

بند ٧-٢ : الممثلون :

لجميع الأغراض المتعلقة بهذه الإتفاقية سيمثل الممنوح الشخص الذى يشغل أو يقوم بأعمال وزير الإقتصاد والتعاون الدولى و/ أو رئيس قطاع التعاون الإقتصادى مع الولايات المتحدة الأمريكية . وسيمثل الوكالة الشخص الذى يشغل أو يقوم بأعمال مدير الوكالة . ويكون لكل منهم أن يعين بإخطار كتابى ممثلين إضافيين لجميع الأغراض . فيما عدا ممارسة توقيع تعديلات رسمية للإتفاقية أو تعديل النتائج الوسيطة . وتقدم أسماء ممثلى الممنوح ومعها نماذج توقيعاتهم الى الوكالة التى يمكنها قبول المستندات الموقعة منهم لتنفيذ الإتفاقية باعتبارها معتمدة فتونا وذلك لحين استلام الوكالة إخطار كتابى يفيد الغاء سلطاتهم .

٧-٣ : ملحق الشروط النمطية :

مرفق بهذه الإتفاقية " ملحق الشروط النمطية " (ملحق ٢) ويشكل جزءاً منها .

بند ٧-٤ : لغة الإتفاقية :

هذه الإتفاقية محررة باللغتين العربية والإنجليزية - وفى حالة وجود غموض أو خلاف بين النصين يرجح النص الإنجليزى .

بند ٧-٥ : تاريخ السريان :

سوف تسرى هذه الإتفاقية اعتباراً من تاريخ توقيع الطرفين عليها .

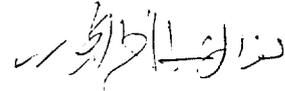
وإشهادا على ذلك فإن كلاً من حكومة جمهورية مصر العربية وحكومة الولايات المتحدة الأمريكية كل من خلال ممثليه المفوضين قد وقعوا على هذه الإتفاقية بأسمائهم وتم تسليمها في اليوم والسنة المحددين أعلاه .

عن حكومة
الولايات المتحدة الأمريكية

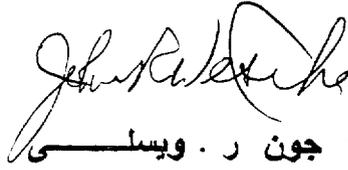
التوقيع : 

الإسم : إدوارد س . ووكر
الوظيفة : السفير الأمريكي

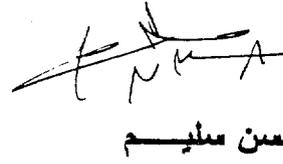
عن حكومة
جمهورية مصر العربية

التوقيع : 

الإسم : د/ نوال عبد المنعم التطاوى
الوظيفة : وزير الإقتصاد والتعاون
الدولى

التوقيع : 

الإسم : جون ر . ويسلى
الوظيفة : مدير الوكالة الأمريكية
للتنمية الدولية بالقاهرة

التوقيع : 

الإسم : د/ حسن سليم
الوظيفة : رئيس قطاع التعاون
الإقتصادى مع الولايات
المتحدة الأمريكية

الجهة المنفذة

من أجل علم الجهة المنفذة بهذه الإتفاقية فقد وقع ممثلها عليها بأسمه

التوقيع :

الاسم : د/ حسين كامل بهاء الدين

الوظيفة : وزير التعریم

ملحق رقم (١)
الوصف التفصيلي

١ - المقدمة :

هذا الملحق رقم (١) للاتفاقية الموقعة بين المنوح والوكالة الأمريكية للتنمية الدولية لزيادة مشاركة الفتيات في التعليم الأساسي ، يصف الأنشطة التي يجب القيام بها والنتائج المرجو تحقيقها والمبالغ التي تم تخصيصها لذلك ، ولايجوز تفسير نصوص هذا الملحق (رقم ١) على أنها معطلة للتعريفات أو المصطلحات الواردة في الاتفاقية المرفقة .

٢ - خلفية الموضوع :-

يساهم الإستثمار في التعليم في تكوين قوة عاملة أكثر مهارة وإنتاجية ، وتحسين الصحة والحالة الغذائية للسكان ، وهو أيضاً يحمي البيئة ويقوي المشاركة في العملية الديمقراطية . وأوضحت الأدلة في العديد من الإقتصاديات الصاعدة أن التعليم الإبتدائي العام شرط مسبق للإطلاق الإقتصادي . ويتفق معظم خبراء التنمية على أن الإستثمار في تعليم الفتاة يعطى أقصى عائد على الدولارات المنفقة على التعليم .

وتظل قلة تسجيل البنات في المدارس عقبة كبرى في وجه إنجازات التعليم الإبتدائي العلم في مصر .

ارتفعت النسبة الإجمالية لتسجيل البنات في المدارس الإبتدائية من ٤٩٪ الى ٩٠,٤٪ في عام ١٩٩٢ . ورغم ذلك يوجد تفاوت كبير في الإلتحاق بالتعليم الأساسي بين الأقاليم وخاصة في صعيد مصر حيث تصل نسبة الفتيات التي تذهبن الى المدارس في بعض القرى الصغيرة الى أقل من ١٥٪ . وتشير المعلومات المتاحة الى أن ٨٠٠,٠٠٠ فتاة تقريباً في صعيد مصر تتراوح أعمارهن من ٦ الى ١٥ عام غير ملتحقات بالمدارس حالياً . بالإضافة الى ذلك فإن نسبة محو الأمية عند البالغين تظل متدنية بطريقة غير مقبولة حيث تصل الى ٦٢٪ للذكور و ٣٨٪ فقط للإناث .

وتلاحظ الحكومة المصرية الحاجة الماسة الى تحسين أمر الإلتحاق بالتعليم وجودته لتمكين الأطفال من الإستمرار في دراستهم واكتساب المهارات اللازمة . ومن ثم فإن الحكومة المصرية زادت من الميزانية المخصصة للتعليم وقامت بتنفيذ عدد من الإصلاحات في التعليم . وسوف يعمل أطراف هذه الاتفاقية على تقديم هذا المشروع ومواجهة العقبات الرسمية وغير الرسمية التي تقف في وجه التعليم ، وذلك لإستيعاب أكثر عدد من الفتيات في مرحلة التعليم

الأساسى . وسيتم تذليل العقبات الرئيسية عن طريق : (أ) مضاعفة وتنقيح النماذج المباشرة بالنجاح لمدارس الفصل الواحد ومدارس المجتمع فى أكثر مناطق مصر إحتياجاً لذلك . (ب) تطوير نظام مبني على الحوار ومشاركة الطلاب ، متعدد المستويات لتدريس مناهج وزارة التعليم وملائق بها من المواد التى يتم تدريسها للجنسين فى هذه المدارس . (ج) برنامج تدريبي للمدرسين الذين فى الخدمة لتدريبهم على تطبيق مناهج التعليم المبنية على الحوار والمشاركة الطلابية وتشجيع حل المشكلات بواسطة الطلاب . أما العقبات غير الرسمية فسوف يتم تذليلها عن طريق رفع مستوى الوعي والتأييد لدى المجتمع لموضوع تعليم البنات عن طريق : (أ) إشراك المنظمات غير الحكومية وجمعيات التنمية الإجتماعية وهذا عن طريق حملة دعائية لحشد المشاركة المحلية فى مجال التعليم ، (ب) إنتاج نسخة مصرية من البرنامج التعليمي " موسم ستريت " " شارع موسم " ، (ج) مبادرة البلد لحشد القيادات الدينية والعملية والإقتصادية والصحافية لمساعدة تعليم الفتيات .

٣ - التمويل :

الخطة المالية التوضيحية لهذا البرنامج مبنية فى المرفق رقم (١) لهذا الوصف التفصيلي . ويمكن تغيير الخطة المالية عن طريق ممثلو الأطراف بدون تعديل رسمي لهذه الإتفاقية ، طالما أن هذا التعديل لا يؤدي الى : (١) زيادة مشاركة الوكالة الأمريكية للتنمية الدولية للمبالغ المحدد فى بند ٣ - ٢ من هذه الإتفاقية .

٤ - النتائج والوشرات :

الهدف الإستراتيجي الذي يجب تحقيقه هو زيادة نسبة التحاق الفتيات بالتعليم الأساسى ويتوقع مساهمة ثلاث نتائج وسيطة لتحقيق هذا الغرض : زيادة فرص الإلتحاق أو زيادة أعداد المدارس التى تم فيها إزالة المعوقات فى وجه حضور الفتيات . زيادة الطلب على تعليم الفتيات لدى الجماعات وأولياء الأمور وتطوير المناخ السياسى الوطنى ، بالأخص المناخ الذى يشجع مساندة المجتمع للتعليم . ولقد حدد الجدول المبين فى المرفق رقم (٢) لهذا الوصف التفصيلي العلامات الإرشادية لقياس إنجاز الهدف الإستراتيجي ونتائج الوسيطة .

٥ - الأنشطة المخطط الوصول الى تحقيق نتائج محددة لها :

يوافق أطراف الإنفاغية بغية الوصول الى تحقيق النتائج الثلاث الوسيطة المحددة على تمويل الأنشطة التالية :

أ - زيادة فرص الإلتحاق أو زيادة أعداد المدارس التي أزيلت منها المعوقات في وجه حضور الفتيات . ستدعم المساعدة الفنية تطوير نظام متعدد المستويات ليقيم منهجاً دراسياً للمدرسة الابتدائية مناسب للفصل الواحد يستخدم فيه طرق التطعيم التي مركزها الطالب والتي تؤكد على مهاراته في حل المشاكل وقرته على التحليل . وسوف يكون هناك برنامج تدريبي قابل للتكرار وخطّة تدريبية للمساعدين والمدرسين ، والإداريين بالمدارس في كيفية استخدام المنهج متعدد المستويات وكذلك ستدعم المساعدة الفنية تقديم نموذج المدرسة الصغيرة المستقرة القابلة للتكرار الشامل . والتي تستلزم إشتراك الجماعة لتطبيقها في مناطق مصر الأشد احتياجاً . وستدعم مساعدات المنحة تقديم نسخة مصرية من البرنامج التلفزيوني التعليمي " سبسم ستريت " " شارع سبسم " .

ب - زيادة الطلب على تعليم البنات :

ستؤدي المساعدة الفنية الى تقوية طاقة المنظمات المصرية غير الحكومية على تسهيل الدعم والمشاركة القيمة للمجتمع في المدارس الابتدائية وبرامج محو الأمية . كما ستؤدي المساعدة الفنية الى تنظيم مبادرة وطنية لحشد القيادات الدينية والسياسية والإقتصادية والإعلامية والإجتماعية وراء تدعيم البنات وإثارة حملات الوعي المحلي والقومي لزيادة تقدير الجمهور لأهمية تعليم البنات .

ج - تحسين مناخ السياسة القومية :

المساعدة الإستشارية للمدي الطويل والقصير ستساعد وزارة التعليم لتنمية وتطوير سياسات متؤدي الى مشاركة المجتمع في مجال تعليم الفتيات والوصول الى الجودة الشاملة للتعليم الابتدائي .

د - بالإضافة الى الأهداف الثلاثة المشار اليها سالفاً ، فإنه يمكن أن يتضمن البرنامج مساعدة إستشارية لأبحاث وخطط إضافية لمتابعة مدى تحقيق النتائج المحددة .

٦ - مسئولية ودور الأطراف :

سيشارك عدد من الفرق في متابعة وتطبيق الأنشطة طبقاً للأهداف الإستراتيجية المشار إليها . وسوف تتضمن مسئولياتهم أعداد الأهداف القريبة والأهداف البعيدة وتخصيص الموارد للوصول الى هذه الأهداف . وإدارة وتطبيق الأنشطة المختلفة ومتابعة تنفيذها . وستشمل الفرق ممثلين عن الوكالة الأمريكية للتنمية الدولية ووزارة التعليم ، ومشاركين وعملاء آخرين والمسئولين عن تحسين فرص التعليم للفتيات . ستتولى الوكالة الأمريكية للتنمية الدولية مسئولية أساسية للتعاقد مع المقاولين والممنوح لتنفيذ الأنشطة طبقاً للأهداف الإستراتيجية . وسيقوم ممثلو وزارة التعليم بالخدمة باللجان الأساسية للتقييم .

٧ - المتابعة والتقييم :

ستكون مهمة المتابعة المتصلة للتقدم نحو تحقيق النتائج الوسيطة والأهداف المقررة كما هي محددة في المرفق رقم (٢) هي مسئولية مقبول المساعدة الفنية الرئيسية . وخطه المتابعة هذه ستزود الفرق المختلفة بتقارير إخبارية عن ماتم من إنجازات كما ستزودها بتوصيات لاي تنقيحات ضرورية في الإستراتيجية العامة . كما سيتم إجراء تقييم أو تقدير دوري إضافي بحسب ما يكون ملاحظاً . سيتم إجراء المراجعات المالية للأنشطة طبقاً للنظم والإجراءات المتبعة في الوكالة الأمريكية للتنمية الدولية . بالإضافة الى ذلك سيتم إجراء مراجعات دورية للاداء مبنية على سلسلة من المؤشرات التي تقيس التقدم في قطاع التعليم .

تعليم القديسات
الخطة المالية التوضيحية

إجمالي المساهمة المالية الحكومية للصغيرة المصروفة بالجنيه المصري	الخطة الإجمالية للقيام بوظائف الأثرية بالدرهم	الخطة المالية بالدرهم	الخصائص
٧٨,١٦٠,٠٠٠	٤,٤٠٠,٠٠٠	١,٠٠٠,٠٠٠	أ- العقد المبدئي للمساعدة الفنية ب- التعليم التمهيدى للمفكرات والمبشرات ج- المجتمع العام ونظام التعليم د- منحة لتعليم الأطلال عن طريق برامج تلفزيونية هـ- مراقبة ، تقييم ، استشرقات مراجدة الأنشطة المستقبلية الإجمالية
٥,٠٠٠,٠٠٠	١,٠٠٠,٠٠٠	١,٠٠٠,٠٠٠	
٨,٩٧٨,٠٠٠	٢,٩٠٠,٠٠٠	١,٠٠٠,٠٠٠	
٥,٦٠٠,٠٠٠	٥,٦٠٠,٠٠٠	٥,٦٠٠,٠٠٠	
١,١٢٠,٠٠٠	١,٠٠٠,٠٠٠	١,٠٠٠,٠٠٠	
٢٠٠,٠٠٠	١٠٠,٠٠٠	١٠٠,٠٠٠	
١٥,٩٤٢,٠٠٠	٠	٠	
٧٥,٢٧٥,٠٠٠ *	٢٥,٤٠٠,٠٠٠	١٥,٠٠٠,٠٠٠	

تتضمن على مرتبات المدرسين ، مجموعة المناهج المتعددة المستويات فى المدارس الصغيرة
• قيمة الوقت المذاع على الهواء لبرنامج (سبسم ستريت) .

زيادة إتحاق الفتيات في التعليم الأساسي المتميز

الأهداف	الأساسيات	المؤشرات
تطبيق	الفترة السالفة ٢٠٠١	
الأهداف الإستراتيجية (٧) : تعليم الفتيات .		
الهدف طرزال حياة المشروع هو إنشاء ألف مدرسة جديدة تخدم في المتوسط ٣٠ طفل في المدرسة .	سوف تحدد	زيادة قيد الفتيات في الأقاليم المستهدفة بمحافظات النيا وبنى سويف والبحيرة .
لا يوجد بيئات حتى العام الثالث .	المتوسط الحالي لوزارة التعليم .	نسبة نجاح الفتيات في امتحان الوزارة للصف الثالث .
لا يوجد بيئات حتى العام الثالث	المتوسط الحالي لوزارة التعليم .	نسبة التسرب من السنة الثالثة .
من المتوقع عدم إنشاء أي مدارس حتى العام الثاني .	١٩٩٥	النتيجة رقم ٢ : ١ زيادة عدد المدارس بإنشاء مدارس المجتمع الجديدة تطبيق مناهج وزارة التعليم المتعددة المستويات .
تحتوي المدارس الصفيرة على ٣٠٠٠ فصل (نظام الفصل الواحد) وعلى ألف مدرسة تابعة لمنظمة اليونيسيف	١٩٩٥	يوجد مدارس صفيرة حاليا" تطبق منهج وزارة التعليم المتعدد المستويات .

تابع زيادة إشراك اللقباء في التعليم الأساسي المتميز

الأهداف	الأساسيات	المؤشرات
تأهيل اللقباء	الفترة المالية ٢٠٠١	
سيتم تدعيم ١٠٠ هيئة غير حكومية طوال فترة التنفيذ لأهداف إستراتيجية المشروع .	١٠٠٠٠	١٩٩٥
عدد (٢) إحصائية كهدف إستراتيجي للمشروع .	%٨٠	١٩٩٧
تدعيم اللقباء		
النتيجة رقم ٢:٢ زيادة الطلب على عدد المجتمعات التي تبحث عن مساعدة المنظمات المصرية غير الحكومية .		
نسبة الأسمر المحصاه التي تشجع تعليم اللقباء .		
النتيجة رقم ٣:٢ تحسين مناخ السياسة		
١- زيادة الساعات المحلية لإخذ القرار .	١٩٩٥	
٢- زيادة التفويضات في ميزانية التعليم الأساسي .		
٣- تنظيم الحوار (العام -الخاص) حول الإستراتيجية القومية لتعليم اللقباء .		
٢-٤ تحقيق الإصلاحات في الأعرام ليس قبل اتخاذ القرار .	٣	

• الخطة المالية ٢٠٠١ .
• طوال حياة مشروع الهدف الإستراتيجي أو الخطة المالية ٢٠٠١ .