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A.I.D. Project No.: 532-0178

PROJECT GRANT AGREEMENT

Between the

GOVERNMENT OF JAMAICA

and the

UNITED STATES OF AMERICA

for

COASTAL WATER QUALITY IMPROVEMENT PROGRAM

Date: *Sept. 30, 1997*  
App: 727/81021.1  
BPC: LDV7-97-25532-KG13  
Amount: \$560,000  
App: 72X1095  
BPC: LCDX-97-25532-KG13  
Amount: \$240,000

## TABLE OF CONTENTS

### ARTICLE 1: The Agreement

### ARTICLE 2: The Program

- Section 2.1.: Definition of the Program
- Section 2.2.: Incremental Nature of the Program

### ARTICLE 3: Financing

- Section 3.1.: The Grant
- Section 3.2.: Grantee Resources for the Program
- Section 3.3.: Project Assistance Completion Date

### ARTICLE 4: Conditions Precedent to Disbursement

- Section 4.1.: First Disbursement
- Section 4.2.: Notification
- Section 4.3.: Terminal Dates for Conditions Precedent

### ARTICLE 5: Special Covenants

- Section 5.1.: Program Evaluation
- Section 5.2.: Strategies for Youth
- Section 5.3.: Policy Statement
- Section 5.4.: Joint Coordinating Committee

### ARTICLE 6: Procurement Source

- Section 6.1.: Foreign Exchange Costs

### ARTICLE 7: Disbursements

- Section 7.1.: Disbursement for Foreign Exchange Costs
- Section 7.2.: Other Forms of Disbursement
- Section 7.3.: Rate of Exchange

### ARTICLE 8: Miscellaneous

- Section 8.1.: Communications
- Section 8.2.: Representatives
- Section 8.3.: Standard Provision Annex

ANNEX I: Amplified Program Description

ANNEX II: Standard Provisions

A.I.D. Program No. 532-0178

Program Grant Agreement

Between

The Government of Jamaica ("Grantee")

And

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

ARTICLE 1: The Agreement

The purpose of this agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Program described below, and with respect to the financing of the Program by the Parties.

ARTICLE 2: The Program

Section 2.1.: Definition of Program. The Program, which is further described in Annex 1, will consist of activities which focus attention on the management of human impacts on the marine and near shore terrestrial environment in order to encourage the sustainable development of tourism, to protect coastal ecosystems, and to safeguard public health.

Annex 1, attached, amplifies the above description of the Program. Within the limits of the above definition of the Program, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

Section 2.2.: Incremental Nature of Program.

- (a) A.I.D.'s financial contribution to the Program will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the parties, at the time of a subsequent increment, to proceed.
- (b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds provided by A.I.D. under an individual increment of assistance.

## ARTICLE 3: Financing

Section 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Program, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement an amount not to exceed Eight Hundred Thousand United States ("U.S.") Dollars (\$800,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Program.

### Section 3.2. Grantee Resources for the Program.

- (a) The Grantee agrees to provide or cause to be provided for the Program all funds, in addition to the Grant, and all other resources required to carry out the Program effectively and in a timely manner.
- (b) The resources provided by Grantee and the Jamaican Private Sector for the Program will be not less than the equivalent of U.S. \$2,974,000 including costs borne on an "in-kind" basis.

### Section 3.3 Project Assistance Completion Date.

- (a) The "Project Assistance Completion Date" (PACD), which is May 31, 2003, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Program as contemplated in this Agreement.
- (b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD.
- (c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of the said period.

ARTICLE 4: Conditions Precedent to Disbursement

Section 4.1.: First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) A statement of the name of the person holding or acting in the office of the Grantee specified in Section 8.1., and of any additional representatives, together with a specimen signature of each person specified in such statement.

Sections 4.2.: Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 has been met, it will promptly notify the Grantee.

Section 4.3.: Terminal Dates for Conditions Precedent.

- (a) If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants

Section 5.1.: Program Evaluation. The Parties agree to establish an evaluation program as part of the Program. Except as the Parties otherwise agree in writing, the plan will include, during the implementation of the Program and at one or more points thereafter:

- (a) evaluation of progress toward attainment of the objectives of the Program;
- (b) identification and evaluation of problem areas of constraints which may inhibit such attainment;
- (c) assessment of how such information may be used to help overcome such problems; and
- (d) evaluation, to the degree feasible, of the overall development impact of the Program.

Section 5.2.: Policy. The Government of Jamaica agrees to give due consideration to policy recommendations that are developed during the course of the program.

Section 5.3: Support. The Government of Jamaica agrees to continue support for the National Resources Conservation Authority to ensure that it remains a viable organization, effective in setting environmental standards, monitoring environmental impacts, and enforcing environmental regulations.

Section 5.4: Support. The Government of Jamaica agrees to support the water monitoring activity under this program.

ARTICLE 6: Procurement Source

Section 6.1.: Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Program having, with respect to goods, their source and origin, and with respect to services their nationality in the United States (Code 000 of the AID Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as AID may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance. Ocean transportation costs will be financed under the grant only on vessels under flag registry of the United States, except as AID may otherwise agree in writing.

Pursuant to USAID Automated Directive System 300 series, Chapter 310, Section 310.5.9, "Authority to Approve Waivers of the Authorized Geographic Code," I hereby approve a nationality waiver from USAID Code 000 to Jamaica to permit local procurement of services for the project.

ARTICLE 7: Disbursement

Section 7.1.: Disbursement for Foreign Exchange Costs

- (a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Program in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:
- (1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services in Grantee's behalf for the Program; or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Program; or,
  - (2) by requesting A.I.D. issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.
- (b) Banking Charges incurred by the Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

Section 7.2.: Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Section 7.3.: Rate of Exchange. If funds provided under the Grant are introduced into Jamaica by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of Jamaica at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Jamaica.

ARTICLE 8: Miscellaneous

Section 8.1.: 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 or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Mail Address:

The Ministry of Finance  
Ministry of Finance and Planning  
30 National Heroes Circle  
Kingston 4, Jamaica

To A.I.D.:

Mail Address:

Director  
USAID/Jamaica  
P.O. Box 541  
2 Haining Road  
Kingston 5, Jamaica

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 8.2.: 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 Finance and Planning and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, USAID/Jamaica, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1.

The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., 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 8.3.: Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

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

**GOVERNMENT OF JAMAICA**

**UNITED STATES OF AMERICA**

  
\_\_\_\_\_  
Shirley Tyndall  
Financial Secretary  
Ministry of Finance

  
\_\_\_\_\_  
Carole Henderson Tyson  
Director  
USAID/Jamaica

Date: 30/9/97

Date: 9/30/97

**ILLUSTRATIVE BUDGET (U.S. Dollars)  
COASTAL WATER IMPROVEMENT PROJECT (532-0178)**

Project Element	Prior	Obligations	This	Obligation	Total Obligation	To Date	Total	Obligations	Total	Planned
	USAID	GOJ		USAID		GOJ				
Technical Assistance	0	0	725,000	200,000	725,000	200,000	7,275,317	2,774,000	8,000,317	2,974,000
FSN/PSC Project Manager	0	0	50,000	0	50,000	0	421,683	0	471,683	0
Evaluation/Audit	0	0	0	0	0	0	250,000	0	250,000	0
USAID Managed	0	0	25,000	0	25,000	0	175,000	0	200,000	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$800,000</b>	<b>\$200,000</b>	<b>\$800,000</b>	<b>\$200,000</b>	<b>\$8,122,000</b>	<b>\$2,774,000</b>	<b>\$8,922,000</b>	<b>\$2,974,000</b>

FUNDING CITATION  
Grant No. 532-0178  
727/81021  
LDV7-97-25532-KG13  
RCN: P970023  
\$560,000

72X1095  
LCDX-97-25532-KG13  
RCN: P970024  
\$240,000

\*Subject to availability of funds.

6

## **Coastal Water Quality Improvement Program Amplified Program Description**

### **1. Project Overview**

A key theme of the Coastal Water Quality Improvement Program (CWIP) Results Package is to focus attention on the management of human impacts on the marine and near shore terrestrial environment in order to encourage the sustainable development of tourism, to protect coastal ecosystems, and to safeguard public health. Community-based environmental improvement activities will be promoted in several tourism destinations. These activities will enable collaborative work with NGOs, the private sector and other government agencies to develop model coastal water quality improvement programs. The knowledge gained from these activities will assist key policy-making institutions--The Ministry of Environment and Housing, the National Water Commission, the Natural Resources Conservation Authority, and the Ministry of Health -- in the formulation of national environmental policies and standards. Throughout the implementation of this Results Package support will be provided for NGO/private sector consultation, community grants, and involvement from the very early stages of environmental policy formulation and design through the stages of implementation, monitoring and evaluation.

### **2. Coastal Water Quality Improvement Program (CWIP) Results Package Focus**

Acceptable levels of coastal water quality are essential for ensuring sustainable tourism development. Accordingly, the USAID/Jamaica CWIP Results Package (a program of separate but complementary activities), will be implemented in six locations but will initially focus on Negril will consist of the following five elements:

#### **A. Community-Based Environmental Initiatives**

##### **(I) Objective of the Activity**

This activity will identify, assist and provide grant funds to community-based organizations, private sector organizations and NGOs to design and manage activities that will improve coastal water quality. Preference will be given to providing grant funding to organizations able to manage activities that will be operated according to business principles, will generate employment, provide a fee for service activities, and or business opportunities within low-income communities, for the improvement of local environmental conditions and have direct linkage to improving the quality of coastal water. This preference will help to ensure that the benefits of the activities have reasonable prospects for being sustained, by the communities themselves, over the longer-term.

**(ii) Contractor Outputs**

The outputs required of the contractor managing this activity will include:

- Identification of community development priorities through a participatory process which involves selected communities;
- Selection of viable concepts and development of activity designs (with USAID and the Interagency Steering Committee approval) which address the issues of activity management, financial management and sustainability;
- Review of grant proposals and recommendation to the Interagency Steering Committee of a subset of these proposals for grant funding;
- Disbursement of funds to CBOs, NGOs and other private sector organizations;
- Accounting for grant funds;
- Identification and oversight of technical assistance to support grant-approved activities;
- Oversight of the implementation of all grants approved; and
- Development and implementation of a monitoring plan for activities implemented under the Grants Program.

**B. Improvement of Municipal Wastewater Management**

**(I) Objective of the Activity**

The objective of this activity is to enhance the Government of Jamaica's capability to operate and maintain approximately \$100 million in new municipal sewage system investments in order to ensure improved coastal water quality. The Water Resources Authority (WRA) regulates, allocates, conserves and otherwise manages the water resources of Jamaica. The principal GOJ entity responsible for implementing policies dealing with water and sewage in Jamaica is the National Water Commission (NWC). The NWC owns and operates all water and wastewater plants in the country. The objective of this element is to improve wastewater management in Jamaica through 1) development of public/private partnerships for operations and maintenance (O&M) of selected sewage plants and 2) enhancement of the O&M capacity of the NWC.

Three sub-elements are envisioned in this activity: 1) enhancement of O&M; 2) increased utilization through maximum connections of businesses and households to the new systems; and 3) end user education on proper use of the new sewer systems.

**C. Improve the Environmental Practices of Industries in Coastal Zones - An Environmental Audits Program**

**(i) Objective of the Activity**

The intent of this objective is to reduce the amount of waste and ecologically harmful substances entering coastal eco-systems. The program will have two main elements: 1) a program to support appropriate environmental practices among Jamaica's tourism businesses, including hotels and restaurants (initially to be implemented by a separate activity entitled - Environmental Audits to Support Sustainable Tourism (EAST); and 2) focusing on specific problems within the hotel sector not covered by the EAST Program, such as training Jamaican engineering firms to be able to provide environmental audits or providing assistance in setting-up an ISO 14000 capability.

The objectives of the EAST activity are: 1) to develop greater awareness and understanding of the benefits of environmental audits among hoteliers, restaurateurs, and allied tourism businesses, 2) to upgrade the technical skills of Jamaicans who are expected to conduct the audits, 3) to assist a select, representative number of tourism-related establishments in carrying out environmental audits for demonstration purposes, and 4) to help finance, on a cost-sharing basis, selected audit recommendations so as to demonstrate their financial benefits and therefore, encourage others in the industry to do likewise. EAST will initially focus its activities in Negril and will directly contribute to the CWIP objective of improving coastal water quality.

**(ii) Contractor Outputs**

The outputs required of the contractor managing this activity will include :

- Coordination with and monitoring of the EAST program, which under year one will be managed through a separate contract;
- Development and initial application of an ISO 14000 program;
- Support to a service organization to monitor package plant effluent standards; and
- Development and implementation of a follow-on environmental audits program from lessons learned when EAST ends.

Additional activities will be identified as point-source pollution problems are identified through this program's water quality monitoring activity.

**D. Develop NGO-Government Partnerships to Expand and Regularize Coastal Water Quality Monitoring**

**(i) Objective of the Activity**

This activity is to assist in the design and implementation of a coastal water quality monitoring system to accomplish the following:

- Identify factors that contribute to environmental degradation of coastal and marine ecosystems;
- Identify land-based sources of pollution; and
- Devise reasonable and practical measures for attaining standards of coastal water quality that are conducive to water-contact recreation and supportive of healthy aquatic ecosystems.

**(ii) Contractor Outputs**

Contractor outputs will include:

- Initiation and coordination of a dialogue between the appropriate GOJ agencies and NGO's which results in development of a comprehensive, nation-wide water quality monitoring program;
- Identification and mobilization of appropriate technical assistance required to strengthen the NRCA and other appropriate GOJ agencies involved in monitoring coastal water quality;
- Training of NGOs to undertake water quality sampling and, where appropriate, to conduct analyses themselves or utilize the availability of local laboratory testing facilities;
- Assistance in devising a voluntary program whereby hotels and other shore-front businesses self-monitor local coastal water quality and effluent discharges (or cover the costs of NGOs to do so);
- Work with government agencies to develop uniform field and laboratory procedures and standards for sampling and analyzing in-stream and effluent water quality;
- Determination of the feasibility of NGOs and GOJ using new technologies to sample and record water quality parameters as, for example, the use of automatic data loggers, and the use of satellite imagery and/or aerial photography to assess changes in water quality and resulting impacts on coastal and marine ecosystems; and

- Assistance in the design and implementation of environmental management systems for compiling water quality data and devising water quality models for use in evaluating the cumulative and secondary impacts of development projects on coastal water quality and several times a year publish a report on coastal water quality.
- E. Improve the Coordination of Coastal Zone Management Activities among Jamaican Government Agencies, International Donors and NGOs**

#### **Objective of Activity**

This activity is intended to assist in developing a coordinated approach to coastal zone management in Jamaica with particular emphasis on the enhancement of coastal water quality. This emphasis will result in both economic and ecological benefits. The tourism sector of Jamaica's economy will be a major beneficiary resulting from high coastal water quality, and Jamaica as a whole will benefit from sustainable coastal ecosystems -- coral reefs, fisheries, and seagrass beds.

Of particular concern to this current USAID-funded program, is the need for coordinated action by government agencies, international donors, NGOs, PVOs, and private sector interests to ensure that acceptable standards of coastal water quality are taken into account in the design and implementation of a wide range of programs. While environmental assessments and impact statements may be effective in preventing the most egregious damage to coastal ecosystems and coastal water quality, what is actually called for is a more proactive program that cuts across multiple agency activities and enlists the resources of international donors, private investors, particularly those with a stake in the future of the tourism sector, and NGOs representing local environmental interests.

### **3. Geographic Focus**

Focussing program activities on discrete geographic areas has been shown to be a necessary strategy for effective coastal zone management. As such, start-up will be initiated in Negril, where USAID is currently undertaking complementary environmental management activities through the DEMO Project, and installing a new municipal wastewater treatment facility. Concurrent with the initial start-up activities in Negril, the contractor will review site selection criteria and propose an additional one to four sites where additional activities can begin in the project's first six to eighteen months. This rolling design process will require close coordination between the Interagency Steering Committee and the contractor as specific sites and activities will need to be identified as the program unfolds. In addition to Negril, geographic areas identified for initial consideration include Port Antonio, Montego Bay, Ocho Rios/the parish of St. Ann, Black River, Falmouth and Port Royal/Palisadoes.

#### **4. Project Management and Implementation**

USAID will obligate project funds for CWIP through a Project Agreement with the Government of Jamaica. The NRCA will be the institutional "home" for this Results Package.

Overall program guidance and oversight will be provided by an Inter-Agency Steering Committee which will be co-chaired by designated staff of USAID and NRCA. It would consist of a core group selected from: the Natural Resources Conservation Authority (NRCA), the Ministry of Environment and Housing (MOEH), the Ministry of Health, the Water Resources Authority, the National Water Commission, the National Environmental Societies Trust (NEST), the Tourism Product Development Company, The Bureau of Standards, Team Leader of the Technical Assistance (TA) Team, USAID and the U.S. Peace Corps. Other organizations may be incorporated as necessary. This committee would meet twice per year. Special Committee members may be appointed to sit on individual panels to deal with specific issues.

The functions of the Inter-Agency Steering Committee would include:

- a) Participation in the setting of overall project implementation objectives and targets and, as such, approval of project implementation plans; annual workplans and budget; and monitoring and evaluation plans.
- b) Setting policy guidelines for project implementation.
- c) Approval of criteria for award of grants and setting policy for the grant component of the project.
- d) Reviewal and approval of annual reports from the TA contractor.

Direct responsibility for the implementation of the project would be that of a Project Implementation Committee. It would be comprised of a representative of the NRCA, MOEH, NEST, TA Team Leader, and USAID. This committee would meet quarterly and will report to the project's Inter-Agency Steering Committee. The functions of the Project Implementation Committee would include:

- a) Responsibility for the implementation of the policy guidelines set by the Inter-Agency Steering committee.
- b) Providing guidance and feedback to the TA Contractor in the drafting of project implementation plans; annual workplans and budget; and monitoring and evaluation plans.
- c) Approval of grants for the grant component of project.
- d) Providing guidance and feedback to the TA Contractor on project management and implementation issues.

USAID will contract with an institutional contractor for the implementation of this Results Package. The contractor will serve as the primary implementation agent of all 5 program activities through the provision of technical assistance, community grants, and commodities. The contractor Chief-of-Party will also serve as a technical advisor. The role of the

institutional contractor will be to facilitate the overall program execution/management which will include the provision of technical assistance and program fund administration.

The contractor will be responsible for the preparation of a general life-of-project plan and annual implementation plans. The latter will consist of planned activities for each CWIP activity component, planned short-term technical assistance requirements, proposed grants to be awarded, overall performance monitoring plan, expected accomplishments, and detailed budgetary requirements. The contractor will consult widely in the development of this workplan, and specifically with members of the Inter-Agency Steering Committee, and USAID staff. Once the workplan is developed a workshop will be held in which the contractor will present the plan to the Steering Committee and USAID for review and approval. Throughout implementation of CWIP the contractor will follow this format of workplan preparation and presentation to the Interagency Steering Committee and USAID. In addition to these annual workshops, a six month review of "current progress to-date" will be conducted with the Steering Committee and USAID to determine the level of performance awards to the contractor.

The NRCA will be responsible for providing logistical support to the TA contractor. This logistical support will include general guidance on the protocols to be observed while doing business in Jamaica, and introductions to key project counterparts in government and non-government organizations. The NRCA will also provide office space and absorb the cost of utilities (electricity and water) as part of their counterpart support. The designated counterpart to the TA Team Leader will be the Director, Pollution Control Division, of the NRCA.

## **5. USAID Management**

A local hire activity manager will be responsible for USAID's management of this results package. Specific responsibilities will include monitoring of contractor progress and financial requirements/activity.

## **6. Budget**

The total U.S. Government contribution is planned at \$8,922,000, subject to the availability of funds. There are four essential elements, Technical Assistance Contract, FSN/PSC Project Manager, Audit and Evaluation, and USAID Managed.

The line item "Technical Assistance Contract" incorporates the five project components. The illustrative budget is given in Table 1.

<b>TABLE 1. ILLUSTRATIVE BUDGET</b>	
<b>Allowable Cost</b>	<b>US \$\$</b>
Technical Assistance Contract (including program components)	8,000,317
FSN/PSC Project Manager	471,683
Audit and Evaluation	250,000
USAID Managed	<u>200,000</u>
Total	\$8,922,000