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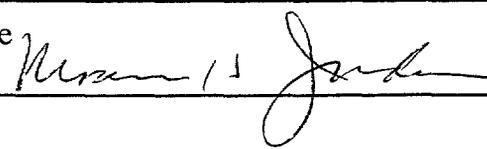
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LIMITED SCOPE GRANT AGREEMENT

Between the United States of America, acting through
the Agency for International Development (AID)

AND

The Government of Jamaica (Grantee)

1 Project Title Program Development and Support (PD&S)		2 AID Project Number 532-9106	
The above-named parties hereby mutually agree to carry out the program activities described in this Agreement in accordance with (1) the terms of this Agreement, including any annexes attached hereto, and (2) any general agreement between the two governments regarding economic or technical cooperation			
3 Estimated Amount of AID Grant (Over life of activity) - US\$ 68,531 51 of which this action provides for \$ <u>US 68,531 51</u>		4 Grantee Contribution \$ <u>US 22,615 40 in-kind contribution</u>	
		5 Project Assistance Completion Date September 30, 2000	
6 This Agreement consists of this title page and Annex A Project Description Annex B Standard Provisions Annex C Illustrative Budget			
7 For the Grantee (Typed Name) Shirley Tyndall		8 For the Agency for International Development (Typed Name) Mosina H Jordan	
Signature 		Signature 	
Title Financial Secretary		Title Mission Director	
Date 4/30/98		Date 4/30/98	

for

LIMITED SCOPE GRANT AGREEMENT

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

and

The Government of Jamaica ("Grantee")

1 Activity Title Program Development and Support (PD&S)

2 USAID Activity Number 532-9106

3 Purpose USAID and the Grantee hereby agree to carry out the Activity described in this Agreement in accordance with (a) the terms of this Agreement and (b) any general agreement between the two governments regarding economic or technical cooperation Specifically, this grant will support the development of a strategy for USAID's Caribbean Regional Program

4 USAID Contribution USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the Grantee U S dollars 68,531 51 ("the "Grant") to be expended as described herein

5 Grantee Contribution The Grantee will provide an in-kind contribution of U S dollars \$22,615 40 over the life of the grant

6 Completion Date September 30, 2000

7 This Agreement consists of (a) this Title Page, (b) Annex A, the Activity Description, (c) Annex B, the Standard Provisions Annex, and (d) Annex C, the Illustrative Budget

8 USAID Mail Address

Mission Director
USAID/Jamaica
2 Haining Road
Kingston 5, Jamaica

9 Grantee Mail Address

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

10 For the Grantee
Signature
Name Shirley Tyndall
Title Financial Secretary, Ministry
of Finance
Date

11 For USAID
Signature
Name Mosina H Jordan
Title Mission Director
Date

ANNEX A
Project Description

PROJECT AGREEMENT
ANNEX A
PROGRAM ACTIVITIES DESCRIPTION

<p>1 Project Title Program Development and Support (PD&S)</p>	<p>2 AID Project Number 532-9106</p>
<p>3 PD&S funds will be used to finance the identification, design, support, audit, evaluation and closeout of USAID activities (including pilot activities) Uses of PD&S funds are as follows</p> <ul style="list-style-type: none"> a Surveys of customer attitudes and opinions, and other customer relations efforts b Strategy-related studies, sector assessments, or other special studies that assist in defining strategic objectives, enhance policy dialogue efforts or lead to a better understanding of institutional or technical constraints c Development of programs or activities, feasibility studies, operations research, and pilot testing of hypotheses that may lead to the exploration of new strategic directions, or to the final design of a program or activity d Small research activities or support thereto, including state-of-the-art surveys/studies required for exploration of new strategic directions e General purpose activities such as seminars, workshops, and special economic, sectoral or statistical surveys and studies that cannot be associated with a single, discrete program or activity This includes the publication and other dissemination of appropriate research and technical studies f Evaluations, closeout activities, audits, or financial management reviews not otherwise budgeted in the agreements for specific activities or programs g Pre-activity or pre-program implementation costs or bridge funding between terminating and follow-on activities or programs h Costs associated with monitoring or auditing program assistance activities such as cash transfers, commodity import programs, sector assistance, and PL 480 i Program costs associated with monitoring or auditing host country owned local currency when local currency is unavailable for this purpose j Travel or short-term training costs of host country public or private sector, counterpart and/or non-government institutions 	
<p>4 Special Provisions</p> <p>A The Host country contribution will be delivered in-kind through the participation of Government of Jamaica personnel on program activities, such as designs, evaluations, seminars, workshops, etc , requiring expertise from the Government of Jamaica</p> <p>B PD&S funds are not to be used for the following</p> <ul style="list-style-type: none"> a Commodity procurement except for incidental procurement of expendable items in connection with procurement of services that are otherwise permissible under this guidance b Specific activities in excess of one year's duration or in excess of \$500,000 except where specifically justified to and approved by the Mission Director, or USAID/W equivalent 	

ANNEX B

Standard Provisions

Standard Provisions

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 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 Objective 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 Objective 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 Objective of 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) This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the territory of the Grantee

(b) To the extent that (1) any contractor, including any consulting firm, any personnel of such contractor financed under the Grant, and any property or transaction relating to such contracts and (2) any commodity procurement transaction financed under the Grant are not exempt from identifiable taxes, tariffs, duties or other levies imposed under laws in effect in the territory of the Grantee, the Grantee will, as and to the extent provided in and pursuant to Implementation Letters, pay or reimburse the same with funds other than those provided under the Grant

(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, 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 and re-exportation of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national individuals or their family members

Exemption 1 includes, but is not limited to, all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo

(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 security taxes 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 to 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 with such information and reports relating to this Agreement as USAID may reasonably request

(b) The Grantee shall maintain accounting books, records, documents and other

evidence relating to this Agreement, adequate to show, without limitation, all cash, costs, commodities and properties as of the beginning and end of each period, the receipt and use of goods and services acquired under this 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 this Agreement toward completion, including a schedule of prior audit findings and recommendations and their status ("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 (i) upon request, made available for review by USAID officials and their designees and (ii) 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 \$300,000 or more in USAID awards is directly expended by the Grantee in any one year under this 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 this Agreement in accordance with the following terms

(1) The Grantee shall elect to have its audit conducted by either (i) an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General ("Guidelines"), or, (ii) upon concurrence of the USAID Mission and the USAID Inspector General, the host country's supreme audit authority The Grantee shall inform USAID officials of its audit plans each year and annual audits shall be performed in accordance with the "Guidelines "

(2) An audit of the funds provided under this 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 this 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 this Agreement Each audit shall be completed and provided to the cognizant Regional Inspector General within 9 months after the end of the year in which expenditures are incurred

(d) (1) The USAID Regional 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 this 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 sanctions which include suspension of all or a portion of disbursements until the audit is satisfactorily completed or USAID performs its own audit.

(2) USAID retains the right to conduct a financial review, require an audit or otherwise ensure adequate accountability of the Grantee regardless of amount expended under this Agreement.

(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 \$300,000 or more in any one calendar year under this 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 audit or program staff of the Grantee, by expanding the scope of the independent financial audit of the Grantee to encompass testing of the subrecipient's 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 that has a direct contract or grant with USAID 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 United States Government agency, a private voluntary organization organized outside of the United States with a direct contract or grant with 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 this 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 this Agreement, the utilization of goods and services financed by USAID, and books, records and other documents relating to this 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

Article C Procurement Provisions

Section C 1 Source and Origin

C 1 Source and Origin The authorized Geographic Code for foreign exchange procurement is Code 000 and Jamaica

(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 and Jamaica (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 of property or persons financed under this agreement 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.

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 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

Article F Miscellaneous

Section F 1 Job Loss, Export Processing Zones and Workers' Rights

(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

ANNEX C
Illustrative Budget

ANNEX C: ILLUSTRATIVE BUDGET

	\$US
I Program Strategy/Activity Designs	\$68,531 51
II Program Evaluation and Support	0
III Special Studies	0
IV Workshops, Guest Speakers and Seminars	0
V Pre-implementation and "bridging" activities	0
	<hr/>
TOTAL	\$68,531 51