

PD-ABR-366  
130-1312

USAID Grant Agreement No 615-SPO1-0269

GRANT AGREEMENT

BETWEEN

THE GOVERNMENTS OF THE UNITED STATES OF AMERICA

AND THE

UNITED REPUBLIC OF TANZANIA

Dated April 7, 1999

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SPECIAL OBJECTIVE GRANT AGREEMENT

FOR

SUFFERING OF TANZANIA BOMB VICTIMS REDUCED AND LOCAL DISASTER  
RESPONSIVENESS ENHANCED

Between

The United Republic of Tanzania (hereinafter referred to as the  
"Grantee")

and

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

Article 1 Purpose

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

Article 2 Special Objective and Results

Section 2 1 Objectives The objectives for this grant are  
(a) To assist in rehabilitation of victims of the bomb blast at  
the U S Embassy in Dar es Salaam on August 7, 1998

(b) To enhance the Government of the United Republic of  
Tanzania's capacity and preparedness to disaster responsiveness

Section 2 2 Results In order to achieve the Special  
Objective, the Parties agree to work together to achieve the  
following -Intermediate Results ("IRs")

- (a) psycho-social, economic and health impact of bomb blast  
reduced, and
- (b) preparedness for future disasters enhanced

Section 2 3 Annex 1, Amplified Description Annex 1,

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attached, amplifies the above Objective and Results Within the limits of the above definition of the Special Objective in Section 2 1 and Results in Section 2 2, 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) In order to help achieve the 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 this Agreement an amount not to exceed Four Million United States ("U S ") Dollars (\$4,000,000) (the "Grant")

(b) Total Estimated USAID Contribution USAID's total estimated contribution to the achievement of the Special Objective will be Nine Million, Two Hundred and Thirty One Thousand United States ("U S ") Dollars (\$9,231,000), 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

(c) If at any time USAID determines that its contribution under section 3 1 (a) exceeds the amount which reasonably can be committed for achieving the Objective or the Results or activities during the current or next U S fiscal year, USAID may, upon written notice to the Grantee, withdraw the excess amount, thereby reducing the amount of the Grant as set forth in Section 3 1(a) Actions taken pursuant to this subsection will not revise USAID's total estimated contribution set forth in 3 1(b)

#### Section 3 2 Grantee Contribution

(a) The Grantee agrees to provide or cause to be provided "in-kind" resources such as office space, salaries, etc in support of activities under the Special Objective

### Article 4 Completion Date

(a) The Completion Date, which is set as at September 30, 2002, 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 Objective and Results will be completed

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

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(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 may agree 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 the Implementation Letters, were not received before the expiration of such period.

Article 5 Conditions Precedent to Disbursement

Section 5 1

(a) Prior to the first disbursement under the Grant, the Grantee will, except as the Parties may otherwise agree in writing, furnish to USAID in form and substance satisfactory to USAID

(1) An opinion of counsel acceptable to USAID that this Agreement has been duly authorized or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms, and

(2) A written statement setting forth the names and titles of the person holding or acting in the office of the Grantee specified in Section 7 2, and of any additional representatives, together with specimen signatures of each person specified in such statement

Section 5 2 Notification USAID will promptly notify the Grantee when it has determined that a condition precedent has been met

Section 5 3 Terminal Dates for Conditions Precedent

The terminal date for meeting the conditions specified in Section 5 1 is 60 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 The Grantee agrees to approve work permits for non-Tanzanian technical staff and other requisite documentation in a timely and expeditious manner

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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

Mail Address Permanent Secretary  
Ministry of Finance  
P O Box 9111  
Dar es Salaam

To USAID

Mail Address Director  
United States Agency for International  
Development (USAID)  
P O Box 9130  
Dar es Salaam

All such communications will be in English, unless the Parties otherwise agree in writing Other addresses may be substituted for the above upon 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 the Permanent Secretary, Ministry of Finance and USAID will be represented by the individual holding or acting in the Office of the Director, USAID Mission to Tanzania, each of whom, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement or exercising the power under Sections 2 2 or 2 3 to revise the Results or Annex 1

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 Amplified Description and Standard Provisions Annexes An "Amplified Description (Annex 1 ) and a "Standard Provisions" (Annex 2) are attached to and form part of this Agreement

IN WITNESS WHEREOF, the United States of America and the Grantee, 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

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THE UNITED REPUBLIC OF TANZANIA

BY

*Danfung*

NAME DANIEL N TONG

TITLE MINISTER FOR FINANCE

07/04/99

UNITED STATES OF AMERICA

BY

NAME

*Christina*

TITLE

US Ambassador

BY

*L Taylor*

NAME

Lucretia Taylor

TITLE

Director- USAID

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Attachment I to Annex I

USAID GRANT AGREEMENT NO  
THE SPECIAL OBJECTIVE OF SUFFERING OF TANZANIA BOMB VICTIMS REDUCED AND LOCAL DISASTER RESPONSIVENESS  
CAPACITY ENHANCED

ILLUSTRATIVE SUMMARY OF ACTIVITY COSTS BY EXPENSE  
CATEGORY AND SOURCE OF FUNDING

<u>Expense Category</u>	<u>This Obligation</u>		<u>Life of Agreement</u>		<u>GOT</u>
	<u>USAID</u>	<u>GOT</u>	<u>USAID</u>	<u>GOT</u>	
	<u>(in \$)</u>	<u>(equiv)</u>	<u>(in \$)</u>	<u>(equiv)</u>	
Direct Assistance to Bomb Victims <sup>1</sup>	500,000	0	500,000	0	
Infrastructure Rehabilitation <sup>2</sup>	2,800,000	0	2,800,000	0	
Disaster Preparedness <sup>3</sup>	0	0	5,000,000	0	

<sup>1</sup> Funds to be managed by Plan International on behalf of the victims

<sup>2</sup> Funds to be managed by a private contractor

<sup>3</sup> Funds likely to be transferred directly to the Centers for Disease Control or to a private contractor or international NGO/PVO for management

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SPO Support Services/ Management <sup>4</sup>	700,000	0	731,000	0
Monitoring, Evaluation and Audit <sup>5</sup>	0	0	200,000	0
<b>TOTAL</b>	<b>4,000,000</b>	<b>0</b>	<b>9,231,000</b>	<b>0</b>

<sup>4</sup> To be used to hire a coordinator and any other necessary support staff to manage for USAID all the activities in the SPO6

<sup>5</sup> It is a requirement to set aside funds for audits and monitoring and evaluation

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SPOAG ANNEX 1  
AMPLIFIED DESCRIPTION

I Introduction

This annex describes the activities to be undertaken and the results to be achieved with the funds obligated under this Agreement. Nothing in this Annex shall be construed as amending any of the definitions or terms of the Agreement.

This Annex may be amended by the written agreement of the authorized representatives of the Parties without formal amendment to the Agreement, provided that the definitions of the Special Objective and Results set forth in Article 2 are not altered.

II Background

On August 7, 1998, terrorist bombing attacks occurred almost simultaneously outside the United States Embassies in Dar es Salaam, Tanzania and Nairobi, Kenya. As a result, a number of individuals in Tanzania lost their lives (11) and many (100+) were injured to varying degrees. Buildings in the immediate surrounding area were either destroyed or severely damaged. Fortunately the Embassy was located in a primarily residential area with only a few office buildings, especially diplomatic premises in the vicinity, so the economic impact is not as severe as in downtown Nairobi.

According to available data, 90% of those killed were economically active, with the majority the primary income earner in their households. This is also the case for many of those injured who lost time off from work immediately after the bombing or later for follow-up medical visits.

Considering Tanzania's limited capacity to deal with disasters, the response on the part of the Government of Tanzania (GOT), government and private hospitals, medical NGOs, and private citizens was swift, effective and efficient. However, the disaster clearly demonstrated that had there been greater numbers of victims, the systems here would have been totally overwhelmed and incapable of coping.

The impact of this blast on Tanzania's psyche should not be underestimated. On a continent where strife seems more common than peace, Tanzania has prided itself on the lack of ethnic or other conflict since Independence and the name Dar es Salaam means Haven of Peace. Not just those Tanzanians directly affected by the bomb, but many others are feeling that this

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terrorist assault has somehow changed something fundamental in-country

There is an urgent need to address both the short and long term requirements identified as a result of this blast. The following major categories of needs have been identified: emergency medical care, rehabilitation of the injured, psycho-social recovery, reconstruction of damaged property and improved disaster preparedness.

### III The Budget

Budget The Budget for the Program is set forth in the attached table, Attachment 1.

Changes to a maximum of 15% per line item may be made to the budget 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(b) of the Agreement, or (2) the Grantee's contribution to be less than the amount specified in Section 3.2(b) of the Agreement.

### IV Results to be Achieved

USAID will work with partners to achieve the following results:

a) Psycho-social, economic and health impact of bomb blast reduced. This will be achieved through direct assistance to bomb victims whose needs will be determined through a family profile assessment. Prior and on-going bomb-related medical expenses will be covered and additional assistance for educational and other expenses will be determined based on individual family needs. Any unpaid hospital bills will also be reimbursed. Privately owned building owners will receive up to 100% of the cost of repairs made to their structures and parastatal owners will be reimbursed up to 50% of the repair costs.

b) Preparedness for future disasters enhanced. USAID, working jointly with other U.S. Government entities, will seek to enhance preparedness of Tanzanian institutions for future disasters through the provision of technical assistance, training and commodities. In the Prime Minister's Office, the Disaster Management Department will play the lead coordination role interfacing with other governmental, including the Ministry of Health, and non-governmental institutions involved with disaster planning and management and with the country's five main referral hospitals. Assistance will include training of trainers, disaster planning and management, emergency first responder and first aid training, equipping of selected hospitals with trauma equipment and supply of communications equipment for disaster management staff.

## V Indicators

The progress towards the achievement of the Special Objective will be monitored using the following indicators 1) percent of bomb victims with emergency needs met and 2) number of people with disaster preparedness skills

IR 6 1 will be measured by four indicators 1) Percent of damaged properties eligible for USG assistance restored, 2) number of hospitals reimbursed and eligible individual claims settled, 3) Percent of bomb blast victims with medical and counselling needs met, and 4) Percent of victims economically disadvantaged by the bomb blast assisted

IR 6 2 will be measured by two indicators, namely, 1) Number of personnel who complete disaster management training, and 2) Number of hospitals with emergency response capability

## VI Activities Selected

### **Psycho-social, economic and health impact of bomb blast reduced**

A grant has been signed with Plan International, an NGO, to address the needs of the bomb victims using other funds. Once an assessment of individual family need has been completed, recommendations will be made on how best to assist the families of those who suffered. This may include reimbursement of medical expenses, assistance with educational expenses, replacement of damaged personal property or other relevant expenses. Plan will then either provide funds directly to the families or establish appropriate financial mechanisms to provide assistance.

In order to contribute to the cost of repairs of the damaged buildings, the services of an Architect-Engineer (A/E) firm will be used to verify the damages done and costs incurred to buildings owned by private individuals/firms and parastatal institutions. Based on this verification/assessment, the contributions to be made available under this SPOAG will be up to 100% of the cost of repairs/restoration of the privately owned buildings and up to 50% of the cost of repair of buildings owned by parastatals. The services of a private contractor shall be used to oversee/manage the payment and repair/restoration of the damaged buildings. Owners shall have full responsibility for undertaking the repair/restoration of their damaged buildings.

### **Preparedness for future disasters enhanced**

USAID will establish an agreement either with the U S Health and Human Services Department and/or Centers for Disease Control or with an insitutional contractor/international PVO to develop a program of activities to improve Tanzania's preparedness to

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handle future emergencies and disasters The following work is contemplated and is illustrative only

1 Conduct a Needs Assessment Provide a detailed needs assessment of the emergency health and medical care and blood banking facilities at the five major referral hospitals Muhimbili Medical Centre, Dar es Salaam, Bugando Hospital, Mwanza, Kilimanjaro Christian Medical Center, Kilimanjaro, Mbeya Hospital, Mbeya, and Dodoma Regional Hospital, Dodoma [Note these facilities along with other health facilities, as deemed appropriate, could be considered as a focus of the program ] Also assess the training needs of first line workers (e.g., police, fire) to provide first aid and emergency care at the site of a disaster Incorporate existing plans for disaster management training

2 Develop a plan of work which would include the following

A Procurement Develop a list of appropriate equipment, including communications equipment, necessary for the upgrading of emergency care delivery, blood supply safety and disaster response at the targeted hospitals/health facilities and other institutions Arrange for and monitor the procurement and delivery of the equipment to the targeted institutions

B Course Development Develop in association with key Tanzanian institutions a training program in emergency health and disaster medical care and disaster management The emergency health and disaster medical training program would include specialized training in emergency medical care, first responder training and blood supply management

C Training Identify appropriate training institutions to provide training and training-of-trainers Provide technical assistance and funds to these Tanzanian institutions so that they will administer and conduct the disaster preparedness and response training programs for medical facilities, GOT offices, NGOs, and if appropriate the private sector

D Evaluation Assess the effectiveness of the training program and the enhanced capacity of the target facilities to effectively respond to a disaster and make recommendations for any further improvements that can be made

## VII Roles and Responsibilities of the Parties

USAID/Tanzania will ensure that the Special Objective is implemented in a collaborative manner amongst the partners including GOT, Contractors, Grantees and NGOs USAID will provide the overall management responsibilities of the Special Objective USAID may hire a Coordinator who will provide management and oversight responsibilities to the Special Objective and its



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activities The roles and responsibilities of the Coordinator would include but not be limited to the following -

- Administer short term and long-term technical assistance and contracts,
- Coordinate the activities of the Special Objective with GOT, other USG entities, other donors, partners and customers, and
- Perform financial and administrative approvals and tracking

In addition, USAID may engage the following services

- A firm to review and recommend infrastructure bills for reimbursement,
- The US Health and Human Services Department and/or Centers for Disease Control (or an insitutional contractor/international PVO) to provide TA and training in emergency medical response and to enhance blood transfusion services,
- An NGO to assist the families of the deceased

#### VIII Monitoring and Evaluation

A performance monitoring plan will be developed by USAID and relevant partners to measure the performance and effectiveness of the Special Objective Indicators will be used to monitor progress toward achievement of performance targets Performance data for these indicators will be analyzed annually for decision making and for assessing the impact of the Special Objective This analysis will guide USAID and its Partners in determining necessary adjustments in program approaches

Performance data for these indicators will be derived from reports provided by Partners However, the bulk of it will be drawn from observations during monitoring and field visits as well as periodic special surveys

USAID will agree with all the implementing partners on how to track, evaluate and report the performance of the SPO Counterparts, particularly contractors and cooperating agencies, as well as NGOs, will monitor these indicators A detailed listing of the indicators, including precise descriptions of the numerator and denominator, and most suitable data source will be contained in the SPO's performance monitoring plan

A final evaluation of the Special Objective will be undertaken after three years Nonetheless, mid-term evaluation will be carried out based on need or if there is a convincing case that strategic approaches and assumptions have changed



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Office of the Controller USAID/TANZANIA  
Date 03/22/99