

PROJECT
GRANT AGREEMENT
BETWEEN
THE REPUBLIC OF BOTSWANA
and the
UNITED STATES OF AMERICA
for
THE BOTSWANA PRIMARY EDUCATION IMPROVEMENT PROJECT
PROJECT NUMBER 633-0222

Appropriation No.: 72-1111037
Allotment No.: 137-50-633-00-69-11

This is to certify that this is a true and exact copy of the original Grant Agreement signed by Mr. Peter Mmusi and Ambassador H. G. Dawson.


Louis A. Cohen, Director

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Project Grant Agreement

Dated

MAY 13 1981

Between

The Republic of Botswana ("Grantee")

And

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

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 Project described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, consists of assistance to the Grantee to increase the access, efficiency and relevance of primary education. It will establish a permanent capacity at the University College of Botswana (UCB) to provide an appropriate and effective four-year Bachelor of Education program and a two-year diploma program, in primary education, and will strengthen the capacity of the Ministry of Education, in cooperation with the UCB, to organize and implement appropriate and effective in-service programs for supervisory staff and teachers involved in primary education. For these purposes A.I.D. will finance technical assistance, training, commodities, and shared construction expenses of a Primary Education Center (PEC) and student hostel.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, 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 Project

(a) A.I.D.'s contribution to the Project 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. It is anticipated, subject to this section, that A.I.D. will by means of this and subsequent increments make a total contribution

to the Project of Seven Million Two Hundred Ninety-three Thousand United States dollars (\$7,293,000).

(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 granted 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 Project, 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 One Million Eight hundred and thirty four Thousand United States ("U.S.") dollars (\$1,834,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1., and local currency costs, as defined in Section 6.2., of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Projects

(a) The Grantee agrees to provide, or cause to be provided, for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the equivalent of U.S. \$3,721,000, 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 3, 1986 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 Project 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 or for goods furnished for the project, as contemplated in this Agreement, 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 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 statement of the name of the person holding or acting in the office of the Grantee specified in Section 8.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 4.2. Additional Disbursement. Prior to disbursement under the Grant, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, to finance the construction of the PEC or the hostel the Grantee will submit to A.I.D., in form and substance satisfactory to A.I.D., (1) final plans, specifications and bid documents for construction, and (2) evidence that appropriate land has been set aside for the site of the PEC or the hostel.

SECTION 4.3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 90 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. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(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 Project.

SECTION 5.2. Participants. The Grantee agrees to make available qualified candidates for long-term academic training in the U.S. on a timely basis, and to ensure by bonding or other means that such trainees are assigned upon their return to suitable positions within the Ministry of Education or the UCB and required to carry out assignments related to activities under this Project, unless A.I.D. otherwise agrees in writing. Following

normal GOB regulations the period required of service will be at least equal to the duration of the training financed under the Project.

SECTION 5.3. Equipment. The Grantee agrees that the equipment procured under the Project will be exclusively used for project activities, unless A.I.D. otherwise agrees in writing.

SECTION 5.4. Office Space. The Grantee agrees that, pending construction of the PEC, the University will provide suitable temporary office space to the U.S. team assigned to the UCB. The Grantee further agrees to provide suitable office space for short or long term contract technicians assigned to the MOE.

SECTION 5.5. Student Housing. The Grantee agrees that, pending construction of the hostel, the UCB will provide housing at UCB for students enrolled in the Primary Education Program.

SECTION 5.6. Technician Housing. The Grantee agrees to provide permanent technician housing for two U.S. team members assigned to the UCB and further agrees that three A.I.D. funded houses from other A.I.D. funded projects will be made available for the remaining three U.S. team members. In the event permanent housing is not available for these personnel upon their arrival in Botswana, the Grantee agrees to provide adequate housing, on a temporary basis, for A.I.D.-financed technical assistance personnel assigned to the project.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Except as set forth below and as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section 3.1 (b) with respect to marine insurance, disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services ("Foreign Exchange Costs").

(a) Ocean transportation costs will be financed under the Grant only on vessels under flag registry of the United States or Botswana, i.e., Grantee, except as A.I.D. may otherwise agree in writing.

(b) Project commodities at an approximate cost of \$180,750 may have their source and origin in countries included in A.I.D. Geographic Code 935 and services at an approximate cost of \$169,000 may be procured from suppliers which have their nationality in countries included in A.I.D. Geographic Code 935 as in effect at the time orders are placed or contracts entered into for such goods or services.

SECTION 6.2. Local Currency Costs. Except as set forth below, disbursement pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their

origin in Botswana ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required 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 Project 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, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to 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 (A) directly to one or more contractors or suppliers for such services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless 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. Disbursement for Local Currency Costs.

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

(b) The local currency needed for such disbursements may be obtained:

(1) by acquisition by A.I.D. with U.S. Dollars by purchase; or

(2) by A.I.D. (A) requesting the Grantee to make available the

local currency for such costs, and (B) thereafter making available to the Grantee, through the opening or amendment by A.I.D. of Special Letters of Credit in favor of the Grantee or its designee, an amount of U.S. Dollars equivalent to the amount of local currency made available by the Grantee, which dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.

The U.S. dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b)(1) above, the amount of U.S. dollars required by A.I.D. to obtain the local currency, and in the case of subsection (b)(2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation memorandum hereunder as of the date of the opening or amendment of the applicable Special Letter of Credit.

SECTION 7.3. 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 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Botswana 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 Botswana at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Botswana.

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: Permanent Secretary,
Ministry of Finance and Development Planning,
Private Bag 008
Gaborone, Botswana

Alternate address for cables: Finance,
Gaborone, Botswana

To A.I.D.:

Mail Address: Director,
USAID Mission
P.O.Box 90
Gaborone, Botswana

Alternate address for cables: American Embassy
Gaborone, Botswana

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 Permanent Secretary, Ministry of Finance and Development Planning and A.I.D. will be represented by the individual holding or acting in the office of the Mission Director, USAID/Botswana, 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 I. 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 II) is attached to and forms part of this Agreement.

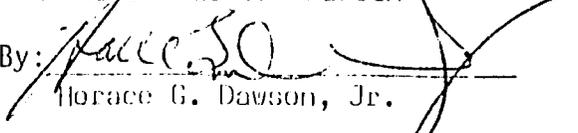
IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

REPUBLIC OF BOTSWANA

By: 
Peter S. Mmusi

Title: Minister of Finance and
Development Planning

UNITED STATES OF AMERICA

By: 
Horace G. Dawson, Jr.

Title: Ambassador

ANNEX I

AMPLIFIED PROJECT DESCRIPTION

Elements of the amplified project description may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement as long as such changes are within the definition of the Project as set forth in Section 2.1.-

ARTICLE 1

Project Description

This project will assist the Government of Botswana (GOB) to increase the access, efficiency and relevance of primary education. This goal will be served directly to the extent that project purposes are realized.

The purposes of the project are twofold:

- (1) to establish in the University College of Botswana (UCB) a permanent capacity to provide appropriate pre-service training through (a) the creation of a four-year professional Bachelor of Education degree program, and (b) a two-year diploma program to up-grade senior primary school staff for whom a degree is not appropriate;
- (2) to strengthen the capacity of the Ministry of Education (MOE), in cooperation with the UCB to organize and implement effective in-service programs for supervisory staff and teachers involved in primary education.

The purposes set forth here involve a number of activities in inter-institutional areas. In-service education is primarily the responsibility of the MOE and emphasizes the introduction of new curricula and upgrading the quality of teaching in the schools. The UCB, through its Faculty of Education, provides in-service programs for the tutors at the Primary Teacher Training Colleges (TTCs) and assists with curriculum development.

Pre-service education of TTC tutors is also a responsibility of the Faculty of Education at UCB, although that faculty presently is specialized in secondary education rather than primary education. A major element of this project will be to train approximately 30 students a year in a combination four-year degree program and two-year diploma program at UCB. For several years the majority of graduates will join the staffs of the three (soon to be four) Teacher Training Colleges. This is deemed to be the most critical spot for university-educated Botswana to influence and up-grade the national primary education network. Other graduates will be assigned as available and needed by the Ministry of Education.

Establishment of a permanent capacity to provide pre-service education to staff involved in primary education will contribute to the preparation of qualified teachers, while the supply of TTC tutors trained to the BEd level is increased and maintained at levels compatible with evolving demands. This development will contribute to the goals of increased access and relevance of primary education.

Establishment of a permanent in-service training capacity will be pursued through a coordinated program of workshops aimed at training head teachers, deputy heads, and senior teachers to serve as instructional leaders. This project will have a multiplier effect as selected head teachers, deputy heads, and senior teachers work with other primary teachers throughout the country.

Specific Project Outputs

The outputs which are expected to result from the attainment of project goals and purposes are as follows:

- (1) A functioning Department of Primary Education as a new entity in the UCB.
- (2) Batswana graduates of the UCB with BEd degrees or two-year diplomas in primary education, qualified to serve as TTC tutors, head teachers, and MOE officials.
- (3) Batswana trained in the U.S. to the masters degree level in appropriate fields of primary education to replace U.S. project staff at the UCB.
- (4) Institutional base established for the systematic and effective in-service training of head teachers, deputy heads, and senior teachers in the 480 primary schools, and for the development of staff of the TTCs and the Inspectorate.

Over a five-year period the project will train approximately 80 Batswana in primary education to diploma and degree levels, depending on the exact mix of students in the two programs. The majority of the Batswana who complete the BEd degree will be slated for positions as tutors in the Teacher Training Colleges for the first 5-10 years following establishment of the program at UCB. As the TTCs become locally staffed with trained persons, it is expected that graduates will begin to move into leadership positions as head teachers, deputy heads, inspectors, and specialists in MOE positions. Since an on-going institution is being created, 23-30 Batswana will continue to complete the UCB program annually long after this AID project terminates.

Article II

Contribution of the Parties

In order to achieve the purpose and objectives of the Project, the Parties will make inputs to the Project as described below.

A. A.I.D.

This section describes A.I.D.'s anticipated inputs to the Project. Funding levels indicated are the anticipated life of project funding. Funding indicated in excess of that actually obligated under this Agreement will be provided under future increments, subject to the conditions set forth in Section 2.2 of this Agreement.

1. Technical Assistance (\$4,025,000)

Technical assistance will be provided to the MOE and the UCB in support of project activities through the assignment of the following U.S. contract team specialists from a U.S. Institutional Contractor:

Curriculum/Supervision/Administrator
 Reading Specialist
 Math-Science Specialist
 Teaching English as a Second Language (TESL) Specialist
 In-Service Training Specialist (MOE)
 Short-Term Consultants

The In-Service Training Specialist will be attached to the MOE, while the other four members will join UCB's Faculty of Education.

2. Training (\$454,000)

The Project provides for approximately 16 participants (ten long-term, six short-term) distributed as follows: eight who will study for the Master of Education degree (seven in the U.S. and one in an African university) and return to assume roles as primary education faculty members at the University College Botswana (UCB); two who will also study for the Master of Education degree in the U.S. and will return to assume roles in the Ministry of Education (MOE); and six who will participate in short-term courses of three to six months in the U.S. or in third countries.

Short-term studies will be in the fields of evaluation, curriculum development, educational materials development, TESL, school broadcasting, and administration/supervision and could be conducted in other African countries (Kenya, Nigeria; Ghana), as well as the U.S.

3. Commodities (\$239,000)

Commodities include periodicals, library books and curriculum materials, films, filmstrips, games, kits and teaching aids, audio-visual and reproduction equipment and other miscellaneous costs such as international communications, repair and maintenance of equipment, consumable supplies for workshops, and office supplies.

4. Construction (\$715,000)

Two units will be constructed at UCB in support of the Project and without which the University could not absorb the new programs. An agreement has been worked out whereby AID and the GOB will each finance 50% of the total costs of (1) a Primary Education Center which will provide classroom space for the new courses, additional office space, to be used by the U.S. project team and their Botswana counterparts, an instructional media room and an educational materials production workroom. The instructional media room will serve as a library and demonstration center for primary school instructional materials and will be used as a classroom for short-term training

programs. The second unit (2) will be an 84-bed hostel to house the BEd and Diploma candidates and in-service trainees who cannot make other housing arrangements off-campus. Construction will be by local contractors and payment of the AID portion will be by Fixed Amount Reimbursement (FAR).

5. Evaluation (\$90,000)

See Article IV.

6. Inflation - (\$1,107,000) and Contingencies (\$663,000)

Inflation is calculated at 15 percent^{*} compounded for all foreign exchange costs and all local currency costs. Contingency was calculated on 10 percent of the total USAID contribution.

B. GRANTEE

In addition to its general obligation under Section 3.2 of this Agreement to provide funds and resources needed for the Project, the Grantee will make the following inputs to the Project:

1. Technical Services (\$521,000)

2. Training (\$774,000)

In-service education, salaries while participants are in the United States, international travel and full salaries of returned participants assigned to project.

3. Commodities (\$82,000)

The purchase of four vehicles, fuel and repairs.

4. Construction (\$906,000)

50% of the Primary Education Center and Hostel, furnishings and architectural and engineering fees (includes inflation at 24% per annum for 18 months).

5. Operations and Support (\$450,000)

Food for UCB students, and maintenance of Hostel and PEC supplies, secretarial services, printing, etc., housing and basic furniture for 5 technicians (2 houses from MOE and 3 houses from other A.I.D. funded projects).

6. Inflation - (\$650,000) and Contingency - (\$338,000)

Inflation for GOB contribution was calculated at 15% (with the exception of construction - see #4 above). Contingency was calculated at 10%.

* Excluding construction element which is pre-inflated at 24% p.a. for 18 month period, and technician support which is pre-inflated at 15% p.a. to clarify waiver presentation.

Article III

Implementation.

A. Administration

1. Ministry of Education.

The MOE has the overall responsibility for primary education in Botswana. This project will be coordinated by the Chief Education Officer (CEO) for Primary Education. The implementation of the project's in-service program will be a priority responsibility of the Primary Teacher Training Department in the MOE. The MOE will have a major responsibility for selecting participants who will return to fill MOE positions and will have a collaborative role with the University in facilitating participant training in the U.S. The development and reproduction of materials needed for the in-service program will also be an MOE responsibility.

2. University College of Botswana.

The UCB is the focus for the development of the BEd program to prepare tutors who will staff the TTCs and provide professional personnel for the MOE including the inspectorate and head teachers.

In the new BEd Primary Education Program, UCB will establish the Department of Primary Education, develop appropriate courses, set the admission procedures and award diplomas and degrees to successful candidates upon completion of the study programs. The program of studies for both the BEd degree and other non-degree programs will be developed by the contractor and, in cooperation with appropriate faculty, draw as needed upon the resources of the MOE and the TTCs. UCB will participate in the selection of Botswana counterparts and facilitate their takeover of faculty responsibilities after completion of their training programs in the U.S. and an overlap period with the U.S. contract team.

3. The Contractor.

A U.S. institutional contractor will provide five specialists, four of whom will serve as faculty members at UCB and one who shall be assigned to the MOE. The specialists attached to UCB shall have responsibility for providing leadership in the development of the primary education diploma and BEd programs. In addition to developing course syllabi, the specialists will assume teaching roles. Upon the return of the counterparts from training in the U.S., the U.S. specialists will work with the Botswana faculty in handing over responsibility for the primary education program. A concurrent responsibility for specialists situated at UCB is to participate in the development and implementation of the MOE in-service education program for personnel in primary schools.

The IC specialist assigned to the Department of Primary Teacher Training in the MOE will have a major responsibility for developing and implementing the in-service program for primary school personnel. This program will require the cooperation and active involvement of the several units in the MOE, the contractor specialists at UCB and the tutors

at the TTC. The IC In-Service Specialist will work directly with the CEO for Primary Education and in a collaborative relationship with the CEO for Curriculum Development and Evaluation. Liaison will be maintained with UCB through the Dean of the Faculty of Education and the Chairman of the Department of Primary Education.

In cooperation with the MOE and UCB, the contractor will also facilitate the participant training program in its various phases of selection, training and assumption of on-the-job responsibilities. In addition, the contractor will provide library reference materials, teaching aids and other teaching/learning materials appropriate to the Primary Education Improvement Project. Short-term consultants will be provided as needed to implement the in-service and UCB tutor preparation programs.

The contractor's team leader will work directly with the MOE through the CEO for Primary Education and the CEO of the Curriculum Development and Evaluation Department. Liaison will be maintained with the UCB through the Dean of the Faculty of Education. Project staff assignments to in-service activities, teaching responsibilities and curriculum development are illustrative of the matters that will require administrative coordination by the contractor's team leader. Contract administration will require the team leader to maintain close working relationships with USAID/Botswana.

4. USAID/Botswana.

The USAID project manager will be the Human Resources Development Officer (HRDO). He will remain in close contact with the contractor's team leader, the contract team and key MOE and UCB personnel. The HRDO will be an *ex officio* member of the GOB Steering Committee. The USAID Training Office will assist in preparing documentation required for project participants. The USAID Field Support Office will provide logistic support to the contractor similar to that provided to all other contract teams presently operating in Botswana.

B. Procurement

1. Purchased By Grantee.

Building materials will be purchased by the Grantee as their contribution to construction costs. The four vehicles to be acquired for the project will be purchased by the Grantee as part of its contribution; since these vehicles will all be of non-U.S. source and origin. The Grantee budget will also cover fuel and vehicle maintenance.

2. Purchased By Contractor.

Books and periodicals, film strips, games and testing materials will be purchased from the U.S. through the project's contractor. Small equipment such as duplicators, typewriters, calculators, cassette recorders, movie and overhead projectors, and related supplies (film, tapes, paper, etc.) will be purchased from South Africa through local suppliers. Many of these articles may be bought in Botswana as shelf items.

3. Purchased by AID

Technical assistance through educational institution.

C. Implementation Schedule

<u>Date</u>	<u>Action</u>	<u>Responsible Organization</u>
March 1981	Signing of Project Grant Agreement	Grantee/USAID/B
April 1981	First Participant Trainee Departs	UCB, USAID/B
May 1981	AID/W Signs Contract with U.S. Institution	AID/W, Institutional Contractor
July 1981	Team Leader Arrives at Post	I.C.
August 1981	Intake of 30 students for Degree and/or diploma	UCB, MOE, IC
August 1981	External evaluator arrives	AID/W, USAID/B
January 1982	In-service Workshops <u>Phase I</u>	IC, MOE, UCB, TTC
April 1982	Follow-up and Evaluation in 20 Model Schools of In-service Workshops	IC, MOE, UCB
August 1982	In-service Workshops <u>Phase II</u>	IC, MOE, UCB, TTC
May-June 1982	Follow-up and Evaluation of In-service Workshops	IC, MOE, UCB, TTC
June 1983	Midterm Evaluation by External Evaluator	AID/W, USAID/B
Sept. 1986	Project Assistance Completion	IC

Article IV.

Evaluation

A. General

Evaluation is a built-in and crucial component of this project. It is designed to insure that project purposes and assumptions as stated in the logical framework are being attained. It also attempts to measure what changes have taken place and the impact of the project over its life. There are evaluations planned during the life of this project, as show in the table below.

<u>Type of Evaluation</u>	<u>Estimated Duration</u>	<u>Scheduled Period</u>
External Evaluation For Baseline Data	6 - weeks	Aug-Sept 1981
Midterm Evaluation	8 - weeks	June-August 1983

<u>Type of Evaluation</u>	<u>Estimated Duration</u>	<u>Scheduled Period</u>
End of Project	6 - weeks	Aug-Sept 1986

In addition USAID and the GOB may wish to conduct "in-house" evaluations (PES) from time to time during the life of the project.

B. Evaluation Design/Baseline Survey

During the first few weeks of the project, an independent short-term consultant, preferably the external evaluator, provided outside the University contract probably under a separate IQC, will develop in cooperation with the participating agencies a comprehensive evaluation design and collect relevant baseline data. The evaluation design will identify the specific project objectives to be sought and evaluated, the data which must be collected to assess the attainment of objectives and the procedures by which the data will be analyzed. Sources of baseline data include records maintained by the MOE, the Office of National Statistics and the UCB. Additional baseline data may be gathered through the use of questionnaires with specific population groups, and administration of student achievement tests and attitude surveys, and interviews with selected individuals. Baseline data will be used for comparative purposes at the points of the mid-term and final evaluations.

C. Project Evaluation Summary (PES)

Progress under the project will be reviewed periodically by the USAID Human Resources Officer (HRDO) with the cooperation of the institutional contract team and appropriate UCB, MOE and MFDP officials. To provide an independent judgment, a REDSO/EA specialist may be asked to participate. The internal project evaluations will seek to ensure that the implementation efforts are directed toward the achievement of project purposes and outputs. These evaluations will examine both project progress toward the achievement of outputs and the performance of the participating parties in meeting project commitments and requirements. Action to resolve any identified problems will be an outcome of these evaluations. Each September during the life of the project, the project staff will prepare a work plan for the ensuing year. After formal review and approval by the MOE, UCB, MFDP and USAID/B, the work plan will form the basis for the coming year's operation beginning in October and, at the same time, provide a benchmark for the subsequent evaluation.

D. External Evaluations

External independent examinations will be conducted at approximately the project's mid-point (1983) and its conclusion (1986). The mid-term evaluation is timed to coincide with the completion of major developmental activities in the in-service education program delivery system, the UCB pre-service program and the participant training program. The external mid-term evaluation will examine the project's concept and implementation in relation to project goals, purposes, and outputs. It will be treated as a formative assessment, and its recommendation could form the basis of directional changes in the second half of the project. For example, if a fifth teaching position at UCB is deemed to be needed, another long-term

team member could be added at that time with a possible corresponding reduction in short-term consultants. It is expected that any additions introduced at that time could be financed under the contingency item in the Project Budget. Any major changes would require amendments to the Project Paper and Grant Agreement.

The end-of-project evaluation in 1986 will assess the achievement of the project as a whole. Both of the external evaluations will comprise 2-3 member contract teams and might also include a member from AID/W (AFR or DSB) and/or REDSO/EA.

Article V.

Illustrative Financial Plan

The Illustrative Financial Plan, set forth the planned contributions of the Parties. Changes may be made to the Plan by written agreement of the representatives of the Parties identified in Section 3.2 without formal amendment of the Agreement, provided such changes do not cause (1) A.I.D.'s Grant contribution to exceed the amount set forth under Section 3.1 or (2) the Government's contribution to be less than the amount set forth under Section 3.2.

	<u>FY81</u>	<u>FY82</u>	<u>FY83</u>	<u>FY84</u>	<u>FY85</u>	<u>Totals</u>
<u>AID Budget Totals (\$000)</u>						
Technical Assistance	573.5	556.5	634	550	520	2,834*
Technician Support	173	236	251	289	332	1,281
Training	69	189	98	98	-	454
Construction	715	-	-	-	-	715
Commodities	<u>136.5</u>	<u>66.5</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>239</u>
Sub-Total (in 1981 prices)	1,667	1,048	995	949	864	5,523
Inflation (15% annually, compounded)	-	124	240	344	399	1,107
Cost with inflation added	1,667	1,172	1,235	1,293	1,263	6,630
Contingency 10%	167	117	124	129	126	663
Grand Total AID Costs	1,834	1,289	1,359	1,422	1,389	7,293

*includes \$90,000 for evaluations.

GOB EXPENDITURES (\$000)

	<u>FY81</u>	<u>FY82</u>	<u>FY83</u>	<u>FY84</u>	<u>FY85</u>	<u>Total</u>
<u>Technical Services</u>	104	104	104	104	105	521
<u>In-Service Education</u>	12	66	81	66	69	294
<u>Participant Training</u> UCB (8)	22	58	76	92	107	355
(Salaries while in U.S. and full salaries of returned partici- pants assigned to project, international travel)	MOE (2) -	35	18	36	36	125
<u>Support to U.S. Team</u>	30	10	10	10	10	70
Furniture (1st year), local travel & per diem						
<u>Vehicles</u>	50	8	8	8	8	82
Purchase (4), fuel and repair						
<u>Construction</u>						
50% of PEC and Hostel	400	315				715
Furnishings		86				86
Arch/Eng Fee	105					105
<u>Operations</u>						
Food for UCB Students	16	32	44	54	54	200
Maintenance of Hostel & PEC	16	16	16	16	16	80
<u>Other Costs</u>	20	20	20	20	20	100
(Supplies, secretarial services, printing etc.)						
<u>Total Base Costs</u>	775	750	377	406	425	2,733
Inflation - 15% compounded	-	49	113	195	239	650
Contingency (10%)	<u>77</u>	<u>80</u>	<u>49</u>	<u>60</u>	<u>72</u>	<u>338</u>
<u>Grand Total GOB Costs</u>	852	879	539	661	790	3,721
AID Total Cost						7,293
Grand Total All Project Costs						11,014
GOB share as % of Total Costs						33.8%

ANNEX 2

PROJECT GRANT STANDARD

PROVISIONS

DEFINITIONS:

As used in this Annex, the "Agreement" refers to the Project 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.

Article A: Project Implementation Letters

To assist Grantee in the implementation of the Project, A.I.D. from time to time, will issue Project Implementation Letters that will furnish additional information about matters stated in this Agreement. The Parties may also use jointly agreed upon Project Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Project Implementation Letters will not be used to amend the text of the Agreement, but can be used to record variations or exceptions which are permitted by the Agreement, including the revision of elements of the simplified description of the Project in Annex 1.

Article B: General Covenants

SECTION B.1: Consultation

The Parties will cooperate to assure that the purpose of this Agreement will be accomplished. To this end, the Parties, at the request of either, will exchange views on the progress of the Project, the performance of obligations under this Agreement, the performance of any consultants, contractors, or suppliers engaged on the Project, and other matters relating to the Project.

SECTION B.2: Execution of Project

The Grantee will:

- (a) carry out the Project 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 A.I.D. 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 the Project, and, as applicable for continuing activities, cause the Project to be operated and maintained in such manner as to assure the continuing and successful achievement of the purposes of the Project.

SECTION B.3: Utilization of Goods and Services

- (a) Any resources financed under the Grant will, unless otherwise agreed in writing by A.I.D., be devoted to the Project until the completion of the Project, and thereafter will be used so as to further the objectives sought in carrying out the Project.
- (b) Goods or services financed under the Grant, except as A.I.D. 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 Code 935 of the A.I.D. Geographic Code Book 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 Project Implementation Letters, pay or reimburse the same with funds other than those provided under the Grant.

SECTION B.5: Reports, records, inspections, Audit

The Grantee will:

- (a) Furnish A.I.D. such information and reports relating to the Project and to this Agreement as A.I.D. may reasonably request;
- (b) Maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices

consistently applied, books and records relating to the Project and to this Agreement, adequate to show, without limitation, the receipt and use of goods and services acquired under the Grant. Such books and records will be audited regularly, in accordance with generally accepted auditing standards, and maintained for three years after the date of last disbursement by A.I.D.; such books and records will also be adequate to show 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 Project toward completion; and

- (c) Afford authorized representatives of a Party the opportunity at all reasonable times to inspect the Project, the utilization of goods and services financed by such Party, and books, records, and other documents relating to the Project and the Grant.

SECTION B.6: Completeness of Information

The Grantee confirms:

- (a) That the facts and circumstances of which it has informed A.I.D., or cause A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Project and the discharge of responsibilities under this Agreement;
- (b) That it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might affect, the Project 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 Grant, 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 Grant and the Project as a program to which the United States has contributed, identify the Project site, and mark goods financed by A.I.D., as described in Project Implementation Letters.

Article C: Procurement Provisions

SECTION C.1. Special Rules

- (a) 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.
- (b) Premiums for marine insurance placed in the territory of the Grantees will be deemed an eligible Foreign Exchange Cost, if otherwise eligible under Section C.7(a).
- (c) Any motor vehicles financed under the Grant will be of United States manufacture, except as A.I.D. may otherwise agree in writing.
- (d) Transportation by air, financed under the Grant, of property or persons, will be on carriers holding United States certification, to the extent service by such carriers is available. Details on this requirement will be described in a Project Implementation Letter.

SECTION C.2: Eligibility Date

No goods or services may be financed under the Grant 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 A.I.D. upon preparation,
 - (1) Any plans, specifications, procurement or construction schedules, contracts, or other documentation relating to goods or services to be financed under the Grant, including documentation relating to the pre-qualification and selection of contractors and to the solicitation of bids and proposals. Material modifications in such documentation will likewise be furnished A.I.D. on preparation;
 - (2) Such documentation will also be furnished to A.I.D., upon preparation, relating to any goods or services, which, though not financed under the Grant, are deemed

by A.I.D. to be of major importance to the Project. Aspects of the Project involving matters under this subsection (a)(2) will be identified in Project 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 Grant will be approved by A.I.D. in writing prior to their issuance, and their terms will include United States standards and measurements;
- (c) Contracts and contractors financed under the Grant for engineering and other professional services, for construction services, and for such other services, equipment or materials as may be specified in Project Implementation Letters, will be approved by A.I.D. in writing prior to execution of the contract. Material modifications in such contracts will also be approved in writing by A.I.D. prior to execution, and
- (d) Consulting firms used by the Grantee for the Project but not financed under the Grant, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and construction contractors used by the Grantee for the Project but not financed under the Grant, shall be acceptable to A.I.D.

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 Grant. Such items will be procured on a fair and, to the maximum extent practicable, on a 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 Grant, the Grantee will furnish A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Project Implementation Letters.

SECTION C.6: Shipping

- (a) Goods which are to be transported to the territory of the Grantee may not be financed under the Grant if transported either:
 - (1) On an ocean vessel or aircraft under the flag of a country which is not included in A.I.D. Geographic Code 935 as in

effect at the time of shipment, or

- (2) On an ocean vessel which A.I.D. by written notice to the Grantee has designated as ineligible, or
 - (3) Under an ocean or air charter which has not received prior A.I.D. approval.
- (b) Costs of ocean or air transportation (of goods or persons) and related delivery services may not be financed under the Grant, if such goods or persons are carried;
- (1) On an ocean vessel under the flag of a country not, at the time of shipment, identified under the paragraph of the Agreement entitled "Procurement Source: Foreign Exchange Costs," without prior written A.I.D. approval, or
 - (2) On an ocean vessel which A.I.D., by written notice to the Grantee, has designated as ineligible, or
 - (3) Under an ocean vessel or air charter which has not received prior A.I.D. approval.
- (c) Unless A.I.D. determines that privately owned United States flag commercial ocean vessels are not available at fair and reasonable rates; for such vessels,
- (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 A.I.D. 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 A.I.D. 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 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 A.I.D. 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 lowest available competitive rate, and
 - (2) Claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency.

If a Grantee (or government of Grantee), by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-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 A.I.D. hereunder will be insured against marine risks and such insurance will be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

- (b) Except as A.I.D. may otherwise agree in writing, the Grantee will insure, or cause to be insured, goods financed under the Grant imported for the Project against risks incident to their transit to the point of their use in the Project; 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 replacements will be of source and origin of countries listed in A.I.D. 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 Grant may be used to finance the costs of obtaining such property for the Project.

Article D: Termination; Remedies

SECTION D.1: Termination

Either Party may terminate this Agreement by giving the other Party 30 days written notice. Termination of this Agreement will terminate any obligations of the Parties to provide financial or other resource, to the Project pursuant to this Agreement, except for payment which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of this Agreement. In addition, upon such termination A.I.D. may, at A.I.D.'s expense, direct that title to goods financed under the Grant to be transferred to A.I.D. if the goods are from a source outside Grantee's country, are in a deliverable state and have not been off-loaded in ports of entry of Grantee's country.

SECTION D.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, A.I.D., notwithstanding the availability or exercise of any other remedy under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to A.I.D. within sixty (60) days after receipt of a request therefor.
- (b) If the failure of the Grantee to comply with any of its obligations under this Agreement has the result that goods or services financed under the Grant are not used effectively in accordance with this Agreement, A.I.D. may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for such goods or services in U.S. Dollars to A.I.D. within sixty (60) days after receipt of a request therefor.
- (c) The right under subsection (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 refund under subsection (a) or (b), or (2) any refund to A.I.D. from a contractor, supplier, bank or other third party with respect to goods or services financed under the Grant, 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 cost of goods and services required for the Project, 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 Grant funds disbursed by A.I.D. to the Grantee under this Agreement prior to the authorized use of such funds for the Project will be returned to A.I.D. in U.S. Dollars by such Grantee.

SECTION D.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 D.4: Assignment

The Grantee agrees upon request, to execute an assignment to A.I.D. 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 with A.I.D. financed in whole or in part out of funds granted by A.I.D. under this Agreement.

PD-BAB-147

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633-0222
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Amendment No. 1
to
Grant Agreement
between
The United States of America
and
The Republic of Botswana
for
Primary Education Improvement Project
Project No. 633-0222

Appropriation Number: 72-1121037

Budget Plan Code: GESA-82-21633-KG13

- I. This Amendment Number one to AID Project No. 633-0222 Grant Agreement obligates an additional increment of funds in the amount of One Million Two Hundred and Eighty Nine Thousand (\$1,289,000) United States Dollars to further implement Technical Assistance, Training, Technician Support, Evaluation, and the commodity purchases provided for under the Grant Agreement. Total Funds made available to date under the Agreement are Three Million One Hundred and Twenty Three Thousand (\$3,123,000) United States Dollars.

The following is an illustrative plan for activities to be funded from funds provided above:

1. <u>Technical Assistance</u>	\$711,000
Continued U.S. institutional contractor technical assistance to the MOE and the UCB in support of project activities.	
2. <u>Training and Salary Supplementation</u>	\$215,000
Long-term training for MOE and UCB participants at the U.S. Contractor Institution with short-term studies for MOE and UCB personnel at U.S. and other African institutions. Salary Supplementation for GOB/USAID Technicians.	
3. <u>Contractor Support/Operations in Botswana</u>	\$272,000
4. <u>External Evaluation/Testing Services</u>	\$15,000
As outlined in Project Agreement	
5. <u>Commodity Purchases</u>	\$76,000
As outlined in Project Agreement	
TOTAL	\$1,289,000

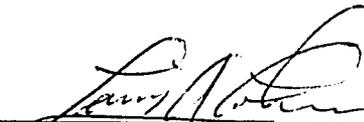
II. All other terms and conditions of previous Grant Agreements under this project, as amended, are hereby made applicable to the Assistance provided by this Amendment.

For the Government of Botswana

For the Government of the
United States of America



Permanent Secretary
Ministry of Finance and Development
Planning



Director

Date:

30/3/1982

Date:

30 March 1982

Clearance:
AID Controller

