

698-0410.10

GHANA

WOMEN SMALL-SCALE INDUSTRIAL
ENTERPRISES

GRANT AGREEMENTS

FY 79-82

GRANT AGREEMENT

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
MISSION TO GHANA



October 2, 1981

Ring Road East Near Danquah Circle
P. O. Box 1630
ACCRA—GHANA.
TELEPHONE 75346

Dr. Florence Dolphyne
National Council on Women and Development
P.O. Box M.53
Accra, Ghana

Dear Dr. Dolphyne:

Subject: Grant Agreement No. G-641-0410.10-78-17

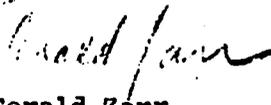
Pursuant to the authority contained in the Foreign Assistance Act of 1961 as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the National Council on Women and Development (hereinafter referred to as "Grantee") the sum of U.S. \$56,000. These funds are provided to support a program in the Republic of Ghana as described in the Attachment 1 of this Grant entitled "Program Description."

This Grant is effective and obligation is made to commitments by the Grantee in furtherance of program objectives during the period August 15, 1981 through August 14, 1982.

The Grant is made to the National Council on Women and Development, on the condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled "Program Description," and Attachment 2, entitled "Standard Provisions," and which have been agreed to by your organization.

Please sign the statement of assurance of compliance, enclosed herein, and the original and six (6) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Sincerely yours,


Gerald Zarr
Grantor

Attachments:

1. Program Description
2. Standard Provisions
3. Statement of assurance of compliance

Accepted by: F. Dolphyne
Chairperson
National Council on Women
and Development

Date: 15 - 10 - 81

PROGRAM DESCRIPTION

A. Background Information

The Women's Small-Scale Industrial Enterprises (WSSIE) Project was established under the Accelerated Impact Project (698-0410.10) to provide support for income generating activities for rural women in Ghana. Under Project Agreement (ProAg) 641-0410-78-14 dated August 15, 1978, as later amended, funds were provided for, inter alia, a grant agreement (No. G-641-0410.10-78-07) between the USAID and the National Council on Women and Development (NCWD) for: (a) the establishment of a cassava processing facility at Mafi-Kumasi (Volta Region), and (b) a potash processing center at Kwamoso (Eastern Region). The cassava processing component was completed prior to the termination of Grant Agreement No. G-641-0410.10-78-07 on August 14, 1981. However, due to the non-availability of construction materials the potash processing component was not completed on schedule.

B. Purpose of this Grant

The purpose of this Grant is to make available funds previously obligated under ProAg No. 641-0410-78-14 for the NCWD to complete the construction and fund the initial operational period of the potash processing facility, previously described under Component B of Grant Agreement No. G-641-0410.10-78-07.

C. Specific Activities

Specific activities will include the following:

- (a) Completion of the construction of the Potash Production Center at Kwamoso;
- (b) Installation of equipment necessary for potash production;
- (c) Deficiencies in the kiln construction will be corrected;
- (d) Commercial enterprise procedures will be established;
- (e) Staffing of the facility will be completed;
- (f) AID will provide funds for the personnel working at the Kwamoso facility for start up cost ending on July 31, 1982.

D. Project Budget

	U.S. Dollars or Equivalent (\$1=¢2.72) Ghanaian Cedis		
	USAID	NCWD	TOTAL
Construction of facility and kiln	\$29,500	-	\$29,500
Equipment locally manufactured and installed	7,000	-	7,000
Salaries of NCWD staff and project managers	-	\$15,000	15,000
Maintenance of equipment	-	7,000	7,000
Start-up costs ... Personnel	8,800	-	8,800
Other Costs - Transport	<u>10,700</u>	<u>-</u>	<u>10,700</u>
	US\$56,000 =====	US\$22,000 =====	US\$78,000 =====

Within the above budget, funds may be shifted between line items by an amount not to exceed 20 percent of any one line item without written agreement of the parties and further provided that the total of funds under the Grant are not exceeded.

The funds obligated for this project shall be disbursed by USAID by reimbursement for costs falling within the categories of the above-mentioned budget as they are incurred by the NCWD in carrying out the activities of the Grant. In no event will such reimbursement for such costs by USAID exceed the maximum amounts set above. These funds may be utilized during the period beginning on August 15, 1981 and ending August 14, 1982.

E. Method of Reimbursement

Signed receipts for local cedi expenses covered under the grant agreement will be submitted to USAID for reimbursement. Any uncleared advance under the previous grant will be transferred to the new grant agreement and will be recovered through submission of reimbursement claims.

All maintenance and recurring costs on equipment or facilities and transportation provided by the agreement are the sole responsibility of the National Council on Women and Development.

F. Reporting

The Council will provide a progress report on or before March 31, 1982 and a final report will be submitted not later than August 31, 1982.

G. Implementation/Monitoring

The NCWD Special Projects Committee will have the overall supervisory responsibility for ensuring that the Potash Production facility is operational. These responsibilities will include:

- (a) Completion of on-site construction and installation of equipment.
- (b) Correction of deficiencies in the kiln constructed by the Engineering Department of the University of Science and Technology.
- (c) Identification of and recruiting staff and developing enterprise operating procedures.
- (d) Making the facility available as a demonstration center for making soap from the potash.
- (e) Recruiting the on-site staff including manager who will be in charge of day-to-day operations of the facility.
- (f) Periodic field visits to review project progress.

PROJECT GRANT STANDARD PROVISIONS ANNEX

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 revisions or exceptions which are permitted by the Agreement, including the revision of elements of the amplified 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 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

Article B: General Covenants (Continued)

(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 so 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 Grantee 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.

Article C: Procurement Provisions

(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 discussed 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 prequalification 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

Article C: Procurement Provisions

(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

Article C: Procurement Provisions

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 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 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 the 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 resources 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 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 offloaded 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 remedies 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 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 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.

Article D: Termination; Remedies (Continued)

(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 the 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.

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

NATIONAL COUNCIL ON WOMEN (hereinafter called the "Grantee")
(Name of Grantee) & DEVELOPMENT

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

NATIONAL COUNCIL ON WOMEN AND GRANT NO. G-64-C40.10-78-17
(Grantee) DEVELOPMENT

BY (Signature) F. Dolphyn TITLE CHAIRPERSON

TYPED NAME FLORENCE DOLPHYN 22-10-81

GRANT Agreement

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
MISSISSIPPI AVENUE

Ring Road East Near Duquash Circle
P.O. Box 1630
Accra, Ghana
Telephone: 75346

February 6, 1979

Mr. Julius Ameyi Dugga
Chairman
National Council for Women & Development
P.O. Box 155
Accra

Dear Mr. Dugga:

Subject: Small Enterprise Loan Fund - No. 010,10-78-07

Reference is made to the authority contained in the Foreign Assistance Act of 1961, as amended, for the Agency for International Development (hereinafter referred to as "AID") to "donate" loan grants to the National Council on Women and Development as a project of the Government of Ghana, Accra, Ghana. (hereinafter referred to as the "GHA" or "Grantee"), the sum of \$622,000 as funding for the accelerated impact project described in Attachment A.

The purpose of the project is the establishment of two small-scale industrial enterprise training centers designed to serve as models for expanding the role of women in the development process of Ghana. This objective will be achieved by establishing within the NCD the institutional capacity of advising and assisting rural producers in the organization and management of small-scale industry; by assisting the rural producers of the Volta region to develop enterprises in establishing cooperatives for cassava processing; and by assisting the NCD in establishing a process producing facility in the Eastern region.

The project is more fully described in Attachment A to this letter entitled Accelerated Impact Program: Women's Small-Scale Industrial Enterprise.

This letter and decision were prepared on the date of this letter and are subject to the approval by the President in furtherance of policy regarding foreign assistance. This Grant is made to the NCD on the condition that the fund will be administered in accordance with the terms and conditions set forth in Attachment A entitled "Accelerated Impact Program: Women's Small-Scale Industrial Enterprises" and Attachment B entitled "Guidelines for Disbursement", which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance enclosed herein, and the original and four copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original and three copies of this letter to USAID Mission to Ghana.

Sincerely yours,

Irvin D. Coker
Irvin D. Coker
Director

Attachments:

- 1. Program Description
- 2. Standard Provision
- 3. Statement of Assurance of Compliance

Accepted:

A. R. Staffe

Date: *GR Feb. 1979*

Financial Data:	Approved Amount:	72-1187.021.0
	Allocation :	606-60-641-10-69-93
	Basic Number :	641-0410-73-14
	Grant Agreement Number :	6-641-0410-10-78-07
	Funding Life-of-Project:	\$300,000
	Total Grant Amount :	\$232,352.94

GRANT # G-641-0410.10-78-C.

ACCELERATED IMPACT PROGRAM: WOMEN'S SMALL-SCALE INDUSTRIAL
ENTERPRISES

PROJECT GRANT AGREEMENT
BETWEEN

THE NATIONAL COUNCIL ON WOMEN AND DEVELOPMENT (NCWD),
AN AGENCY OF THE GOVERNMENT OF GHANA,
AND
THE UNITED STATES OF AMERICA
ACTING THROUGH THE
AGENCY FOR INTERNATIONAL DEVELOPMENT (AID)

ARTICLE I

Purpose:

The purpose of this Project Grant Agreement is to set out the understanding of the parties named above with respect to the Project described below.

The Grant to the National Council on Women and Development (NCWD), an agency of the Ghana Government, will enable it to (1) increase its capacity to design and develop small-scale industrial enterprises involving women producing goods and services, (2) provide income-earning opportunities for villages and their surrounding areas, (3) encourage rural women to consider entering new types of small-scale industrial activities.

ARTICLE II

Project Objectives:

To establish two small-scale industries involving primarily women producers to serve as models for expanding the role of women in the development process of the economy of Ghana.

This objective will be achieved by:

1. Establishing within the NCWD the institutional capacity of advising and assisting rural producers in the organization and management of small-scale industries.
2. Assisting the rural producers of the Volta and up to two other regions in establishing cooperatives for cassava processing, and
3. Assisting the NCWD in establishing a potash producing facility in the Eastern Region.

ARTICLE III

Implementation Responsibility:

The NCWD agrees to take the leadership in the implementation of

the project by:

1. Creating a central organization to plan and direct activities under the project, including the work of a Special Projects Advisory Committee (SPAC) with representations from various functional agencies of the Government over the life of project.

2. Establishing a temporary NCWD management team to operate the cassava facility until a permanent staff on the project location has been trained to assume full managerial/operational responsibility.

3. Mobilizing the human and material resources in the project location to operate the potash facility.

ARTICLE IV

Planned Outputs:

1. NCWD--General

- (a) A central technical advisory unit capable of advising and assisting in small-scale industrial development activities.
- (b) Staff training program.
- (c) Reference Library.

2. Cassava Processing Component

- (a) One demonstration cassava processing facility in the Volta Region constructed and equipped for subsequent replication in up to two other regions of the country.
- (b) Cooperative organization structure.
- (c) Operating procedures.
- (d) Design and conduct cooperative education program.

3. Potash Production Component

- (a) Potash production center in the Eastern Region constructed and equipped.
- (b) Organization structure developed.
- (c) Enterprise operating procedures established.
- (d) Enterprise staffed.
- (e) Potash production and marketing training program.

ARTICLE V

Contribution by NCWD:

1. The NCWD will provide in its operating budget for the required staff salaries, facilities, transportation, vehicle maintenance, and other supporting costs necessary to achieve outputs for the cassava processing-to-gari industry and potash production.
2. The NCWD will provide to AID evidence that it has obtained for itself or for project purposes, real property rights, including easements and rights of way, required for the construction and operation of facilities to be constructed.

ARTICLE VI

Contribution by USAID:

1. Training--Funding to be utilized by the NCWD in training of project staff and/or cooperative members.
2. Consultants--Short-term consultants to advise and assist in training of cooperative personnel in organization, management, marketing and accounting.
3. Building Construction
 - (a) Cassava Processing Component--Construction of industrial buildings at the site(s) for processing cassava-to-gari in the Volta Region and up to two additional regions.
 - (b) Potash Production Component--Construction of one industrial building in the Eastern Region for the NCWD potash production center.
4. Equipment
 - (a) Locally-manufactured Equipment--To be used in the operation of the enterprises.
 - (b) Off-shore Procured Equipment--and small items/materials for the project not available locally.
5. Start-up Costs--Salaries and wages for workers to be paid by the NCWD to operate the cassava processing facility and potash production center from the start-up to twelve months and providing ample working capital until the activities can effectively assume business operation expenses.
6. Other Costs--Initial outlays such as fees for engineering and/or architectural services, transportation of equipment and materials to project sites.

ARTICLE VII

Organization and Management:

The organization proposed for implementation of each industry has distinct features. The cassava processing-to-gari facility will be owned and operated by the cooperative association(s) in the areas designated in this agreement, with the NCWD providing legal advice and technical assistance to the cooperative(s). The Potash Production Center will be owned and operated by the NCWD for the benefit of producing and providing potash for making soap to rural soapmakers in Ghana. The organization of the cassava processing venture as a rural membership-owned cooperative will involve workers in the plants and any cooperative farm, and individual farmer-supplier.

The cooperative association(s) will elect their own board of directors and officers. Members will establish major policies, and the board will implement them. Examples of policy matters would include member eligibility, privileges (member and non-member), services to be provided, and cooperative operations in general.

The cooperative association(s) will own the building(s) and equipment of the organization. A reserve fund, however, will be established by the cooperative to cover a percentage of the total equipment costs which may be used for spare parts and equipment replacements.

The Potash Production Center will be operated by the NCWD on a commercial basis at a small profit margin in order to make potash available to soapmakers at a price they can afford. The enterprise will provide regular employment to 12 to 15 persons, primarily women. Rural soapmakers are predominantly women, and given this ingredient should expand the soapmaking industry--and, availability of soap.

ARTICLE VIII

Special Advisory Assistance on Cooperative Management:

The Special Projects Advisory Committee will include a senior official from the Cooperative Department to insure the integrity of cooperative organization and management consistent with generally accepted principles and practices in the conduct of cooperative business affairs.

ARTICLE IX

Amount of Grant and Budget:

1. There is hereby granted an amount not to exceed ₵632,000 (\$232,352.94) for the purposes and activities described in Article I and II. Project

funds are to be used in accordance with the following Illustrative Budget:

<u>Funding Category</u>	<u>Cedi Amount</u>
A. <u>Cassava Processing Component</u>	
001--Construction of facilities	ø230,000.00
002--Equipment, locally-manufactured and installed	115,000.00
003--Start-up Costs--Personnel	115,000.00
004--Other costs--consultants, transport, local training, library materials	40,000.00
Total	<u>ø500,000.00</u> =====
B. <u>Potash Production Component</u>	
001--Construction of facility including Kiln	70,000.00
002--Equipment, locally-manufactured and installed	20,000.00
003--Start-up Costs--Personnel	15,000.00
004--Other Costs--Transport	27,000.00
Total	<u>ø132,000.00</u>
Grand Total (A + B)	<u>ø632,000.00</u> =====

2. Should expenditures for one or more AID-financed items fall below that budgeted, the unused monies may be reallocated to the other remaining items but in no case will expenditures for any one category rise by more than 20 per cent as a result of such reallocation without prior approval by USAID.

3. The funds obligated for this project shall be disbursed by USAID by reimbursement for costs falling within the categories of the above-mentioned budget as they are incurred by the Grantee in carrying out the purposes of the Grant. In no event will such reimbursement for such costs exceed the maximum amount set forth in paragraph above.

4. These funds may be utilized during the period beginning on the effective date of this Grant and ending

ARTICLE X

Reporting:

The Grantee shall provide USAID with detailed plans for project activities under this Agreement, and quarterly progress reports commencing with the quarter ending June 30, 1979. A final terminal report for the Grant will be submitted not later than September 30, 1980.

ARTICLE XI

Fiscal Provisions:

1. Release of Funds--After execution of this Agreement, a meeting of conditions precedent the Grantee may make a request for an initial advance not to exceed the Grantee shall quarterly, or oftener if necessary, request reimbursement from USAID for additional actual expenditures. The total amount released under this Agreement will not exceed total actual expenditures or the amount of funds obligated herein, whichever is less. Not later than 30 days after completion of the sub-project, the Grantee will account for the funds advanced under this Agreement by submitting to the Controller of USAID, a statement in an original and three copies supported by documentation as requested in 2,b, below. The voucher shall be marked "NO PAY" and "FINAL VOUCHER" and shall be accompanied, if appropriate, by a refund check for the unused balance of the advance, if any, not liquidated by the Final Voucher.

2. Documentation

(a) Advance--A letter (three copies) referencing this Agreement, requesting the advance.

(b) Reimbursement--A fiscal report (three copies) referencing this Agreement shall be rendered in accordance with Grant Sub-project by line-item costs as identified prior to initiation of sub-project activity (for example, Mafi-Kumase Common Services Center (CSC), Kwamoso Potash Production Center, plus line-items). The report shall be rendered substantially as follows:

<u>Budget</u> <u>Line-Item</u>	<u>Category</u>	<u>Budget Total Expenditure</u>		
		<u>Amount</u>	<u>To Date</u>	<u>This Period</u>
01 -	Construction	230,000		
02 -	Equipment, including installation	115,000		
03 -	Salaries & Wages	115,000		
04 -	Supplies & Materials			
05 -	Printing/Reproduction			
06 -	Consultants			
07 -	Library Materials	40,000		
08 -	Travel & Transport			
	Total	<u>¢ 500,000</u>	<u>¢</u>	<u>¢</u>

This fiscal report shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies (1) that payment of the sum claimed under the voucher is proper and due under the terms of the Agreement; and (2) that the information on the fiscal report is correct and such detailed supporting information as USAID may require will be furnished promptly on request."

3. Other Fiscal Provisions:

(a) The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party under this Grant Agreement and three years after the termination of the Agreement, shall further have the right to inspect and audit any records and accounts with respect to funds provided by that party under this Agreement wherever such records may be located and maintained.

(b) The present Agreement shall enter into force when signed. Either party may terminate this Agreement by giving the other party 30 days' written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations of the two parties to make contributions pursuant to Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Agreement.

ARTICLE XII

Conditions Precedent to Disbursement:

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

(a) A statement of the name of the person holding or acting in the office of the Grantee and of any additional representatives (for example, Project Coordinator and Accountant), together with a specimen signature of each person specified in such statement.

(b) Evidence that a central organization to plan and direct activities under the project and a temporary management team, both described earlier in the Agreement have been established and functioning.

2. Additional Disbursement--Prior to disbursement for particular activities under the Grant, or to issuance by AID of documentation pursuant to which disbursement will be made, the Grantee will except as the Parties

may otherwise agree in writing, furnish AID in form and substance satisfactory to AID:

- (a) A procurement plan including a commodities list and estimated cost.
- (b) Plans, procedures, authorizations, (including banking arrangements) etc. to be used in paying for goods and services financed under this Grant.
- (c) Plans for the construction of cassava processing and potash production facilities and evidence of land use rights for the construction and operation of the particular facility.
- (d) Plans for the establishment of project operational (start-up) fund.
- (e) Plans for establishment of a reference library.
- (f) Plan for training.

3. Terminal Dates for Conditions Precedent

- (a) If all of the conditions have not been met within 120 days from the date of this Agreement, or such later date as AID may agree to in writing, AID at its option, may terminate this Agreement by written notice to Grantee.
- (b) If all of the conditions have not been met within 180 days from the date of this Agreement, or such later date as AID may agree to in writing, AID at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

ARTICLE XIII

Disbursement:

1. Disbursement for Local Currency Costs

- (a) After satisfaction of conditions precedent, the Grantee may obtain disbursement of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to AID, with necessary supporting documentation requests to finance such costs.

- (b) The local currency needed for such disbursements may be obtained by acquisition by AID with U.S. dollars by purchase or from local currency already owned by the U.S. Government.

ARTICLE XIV

Disbursement During Construction:

The NCWD will provide regular supervision of the work of the architects, engineers, contractors, sub-contractors, and other consultants through appropriate staff arrangements to insure the quality and timely execution of the construction work throughout the project. The NCWD will certify and process requests for payment and all paper work related to construction draws (payments) based upon valid determination that work has progressed to the point indicated, that the quality of the work is in accordance with the contract and final plans and specifications and that contractor is entitled to payment in the amount represented.

The NCWD will maintain a construction budget and schedule consistent with that previously approved with contractor. The NCWD will perform or cause to be performed all final inspection and review and should cause the general contractor to perform all follow-up work or services required upon completion of construction. The NCWD should perform all other services as set forth in the Agreement reasonably necessary to complete this phase of the project.

ARTICLE XV

Project Evaluation:

The Parties agree to establish and mutually conduct an evaluation program as part of the project. Except as the Parties may otherwise agree in writing, the Project will include one ex-post evaluation, to be conducted as soon as feasible after the end-of-project status is achieved, and at least one other evaluation, to be conducted during the course of the project.

Said evaluation program will include but will not be limited to:

- (1) evaluation of progress towards attainment of the objectives of the project;
- (2) identification and evaluation of problems or constraints which may inhibit such attainment; and,
- (3) assessment of how such information may be utilized in order to resolve such problems.

The Parties agree to conduct said evaluation in accordance with AID regulations regarding same, and to abide to whatever decisions may result thereof.

ARTICLE XVI

Project Assistance Completion Date:

The "Project Assistance Completion Date" (PACD), which is August 14, 1980, 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.

AR Tiappa
National Council on Women
and Development

Date: 6th Feb 1979

Steven A. Carter
USAID/Ghana

Date: 6 Feb 79

Funds Available
PROAG:641-0410.10-78-14:Other
72-1181021.6 846-60-641-00-69-93
ø632,000.00 \$232,352.94

George L. Smith
George L. Smith
Deputy Controller