

PDBBN 706

Grant Agreement No.: PA-645-88-0006

LIMITED SCOPE GRANT PROJECT AGREEMENT

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

AND

The Kingdom of Swaziland (Grantee)

1. Project Title
Project Development and Support

2. AID Project Number
645-0510

The above named parties hereby mutually agree to carry out the Project described in this Agreement in accordance with (1) the terms of this Agreement, including any annexes attached hereto, and (2) any general agreement between the two governments regarding economic and technical cooperation.

3. Amount of AID Grant
\$ 34,000

4. Grantee Contribution to the Project
\$ 11,348

5. Project Assistance Completion Date: January 30, 1989

6. This Agreement consists of this title page, Annex A, Project Description (including Attachment 1 thereto), and Annex B, Project Agreement Standard Provisions Annex

7. FOR THE GRANTEE

Typed Name:

E. Bhembe



Signature:

8. FOR THE GRANTEE

Typed Name:

Musa J. Nsibandze

Signature:



Title: Acting Principal Secretary
Dept. of Economic Planning and Statistics

Title: Principal Secretary
Ministry of Education

Date:

05 AUG 1988

Date:

05 AUG 1988

9. FOR THE GRANTEE

Typed Name:

Lydia Makhubu

Signature:



Title: Vice-Chancellor
University of Swaziland

10. FOR THE U.S. GOVERNMENT

Typed Name:

Roger D. Carlson

Signature:



Title: Director
USAID/Swaziland

Date:

9 August 1988

Date:

05 AUG 1988

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AND

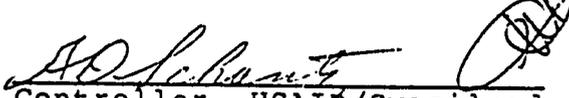
The Kingdom of Swaziland
(Grantee)

1. Project Title	2. AID Project Number
Project Development and Support	645-0510

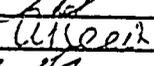
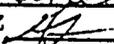
SIMULTANEOUS OBLIGATING/EARMARKING COMMITMENT:

Approp.: 72-1181014
BPC: GSSA-88-21645-KG63
Reserv./Earmark Cont. No: X880033
Transaction Amt.: \$34,000.00
Accrual Basis: P
Agent Code: 444-470-009
Commitment Start Date: 08/05/88

Funds Available:


Controller, USAID/Swaziland

Draft:HRDO:PCFine

Clearances:HR/GDO:LDiaz  Date 8/3/88
PPD:AREed  Date 8/3/88
A/RFM:ASchantz  Date 8/5/88

ANNEX A

PROJECT DESCRIPTION

1. Project Title: Project Development and Support
2. AID Project Number: 645-0510
3. This Project consists of:

Assistance to the Ministry of Education to develop a Project Identification Document (PID) for the Educational Policy, Management and Technology Project 645-0230.

A. Background

USAID/Swaziland and the Government of Swaziland have identified a lack of skilled manpower and leadership as a major constraint to national economic growth and development. Mission efforts to address this problem have focused on improving the quality of the education system and on developing skilled manpower. Assistance to the Education Sector began in 1974 with the Primary Curriculum Project. In 1980 AID launched the Teacher Training Project to build on and strengthen the gains made through curriculum upgrading. AID is now proposing a third project, Educational Policy, Management and Technology (EPMT), as a logical follow-on to USAID's past work in the Education Sector and an essential step towards removing constraints to economic growth. The EPMT Project is proposed to begin in FY 1989.

A basic constraint to economic growth is that school leavers at all levels are considered difficult to train and supervise and are relatively unproductive. The Mission and the GOS have identified deficiencies in the quality of education and the articulation between schooling and in-country employment as a significant cause of the problem: Swaziland's schools simply are not producing people with the basic skills and attitudes required for productive participation in the workforce.

B. Project Description

This project will provide the funding necessary to field a design team to prepare the Project Identification Document (PID) for the Educational Policy, Management, and Technology Project. Through this agreement USAID will provide grant funds to cover the costs of four education specialists, their travel and per diem and logistical support while they are in the country. The GOS will provide funding to cover the emoluments of a seconded officer and key resource persons within government, office space and equipment, transport and clerical support. The contributions of the parties are further detailed in Attachment 1 to this Annex, entitled "Estimated Budget for EPMT Project Identification Exercise."

Attachment 1: Estimated Budget for EPMT Project
Identification Exercise

PID Design Team

I. Salaries	Rate	Days	USAID	GOS
1. Higher Education Specialist	\$250	18	\$4,500	
2. Education Management Specialist	300	18	5,400	
3. Leadership/Career Specialist	250	18	4,500	
4. Education Policy Specialist	75	18	1,350	
5. Career Guidance Specialist	100% FTE X 8 wks (Step 23)			\$2,961
6. Principal Secretary	20% FTE X 8 wks (Step 26)			700
7. Vice Chancellor	20% FTE X 8 wks (Step 26)			700
8. Director of Education	20% FTE X 8 wks (Step 24)			592
9. Head, Commerce Department (UNISWA)				750
10. Director of Ed. Planning	25% FTE X 8 wks (Step 23)			740
11. Driver	100 FTE X 7 wks (Step 10)			300
12. Secretary/clerk	75% FTE X 8 wks (Step 13)			450
13. Other resource persons (Headmasters, Inspectors, etc.)				400
14. Fringe benefits 30% of salary				<u>2,278</u>
			<u>\$15,750</u>	<u>\$9,871</u>
II. Travel and Transportation				
12. Round Trip Airfare	3 X \$2,500		\$7,500	
13. Allowances			1,000	250
14. Per Diem	54 days X 76		4,105	
15. Car Rental			<u>600</u>	<u>600</u>
			<u>\$13,205</u>	<u>850</u>
III. Materials and Equipment				
16. Rent 3 micro computers	3 wks X \$ 50 X 2		300	150
17. Rent 2 printer	3 wks X \$ 15		45	22
18. Paper and photocopying			150	250
19. Office Space	5 sq mt X \$10.06 X 8 wks		<u>150</u>	<u>150</u>
			<u>\$495</u>	<u>572</u>
IV. Other Costs				
20. DBA Insurance			\$ 410	
21. Communications			200	55
22. Overhead/profit	25% of Salaries		<u>3,940</u>	<u>—</u>
			<u>\$4,550</u>	<u>55</u>
Total Cost of PID Design Team			<u>\$34,000</u>	<u>11,348</u>

C. Special Provisions

1. Except as A.I.D. may otherwise agree in writing, prior to initial disbursement of Grant funds, the Grantee will furnish, in form and substance satisfactory to A.I.D., the names of the person or persons who will act as representatives of the Grantee for purposes of the Grant, and a specimen signature of each such person.

2. Source and Origin of Commodities, Nationality of Services:

The source and origin of commodities and nationality of services financed under the project shall be in accordance with Africa Bureau DOA 551, Section 5K, and with the AA/AFR approved Development Fund for Africa Procurement Policy Recommendations and Africa Bureau Instructions dated April 4, 1988. Accordingly, commodities financed by A.I.D. under the Project shall have their source and origin in Swaziland, the United States or in the countries included in AID Geographic Code 935, except as A.I.D. may otherwise agree in writing. Except for ocean shipping, the suppliers of commodities or services shall have Swaziland, the United States or countries included in AID Geographic Code 935 as their place of nationality, except as AID may otherwise agree in writing.

ANNEX B

PROJECT AGREEMENT STANDARD PROVISIONS

- A. Reference to 'this Agreement' means the original Project Agreement as modified by any revisions which have entered into effect. Reference to 'cooperating country' means the country or territory of the Grantee.
- B. (1) AID will make available the amount specified in Block 3 of this Agreement, as necessary for the Project, as may be further described in Annex A.
- (2) The Grantee will make available the amount specified in Block 4 of this Agreement, as necessary for the Project, as may be further described in Annex A. The Grantee will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the Project as specified in Annex A.
- C. AID and the Grantee may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Agreement.
- D. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date, or amended date. A contribution of goods or services shall be considered to have been made when the services have been performed and the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made, but AID shall not be required to disburse funds hereunder after the expiration of nine months following the estimated Project Assistance Completion Date (Block 5 of this Agreement) or any amended Project Assistance Completion Date specified.
- E. The procurement of commodities and services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to Project Implementation Orders (PIOs) issued by AID.
- F. Unless otherwise specified in the applicable PIO or Project Implementation Letter (PIL), the procurement of commodities imported specifically for the Project and financed with the AID contribution referred to in Block 3 of this Agreement shall be subject to the provisions of AID Regulation 1.
- G. Unless otherwise agreed by the parties or otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 3 of this Agreement shall be in the Grantee, or such public or private agency as it may authorize.
- H. (1) Any property furnished to either party through financing by the other party pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be used effectively for the

purposes of the Project in accordance with this Agreement, and upon completion of the Project, will be used so as to further the objectives sought in carrying out the Project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Agreement which is not used in accordance with the preceding sentence.

- (2) Any funds provided to either party pursuant to this Agreement which are not used in accordance with this Agreement, shall be refunded to the party providing the funds.
 - (3) Any interest or other earnings on funds provided by AID to the Grantee under the Agreement will be returned to AID by the Grantee.
- I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country, is, under the laws, regulations or administrative procedures of the cooperating country, liable for customs, duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Agreement, the Grantee will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.
- (2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with AID, the Grantee or any agency authorized by the Grantee who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Agreement, are under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves or members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country) or if any firm, not normally resident in the cooperating country, is liable for income, receipts or other taxes on work financed by AID hereunder, the Grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.
- J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder, the Grantee will make such arrangements as may be necessary so that such funds shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

- K. AID shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- L. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of the Project and for three years after the completion of the Project shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.
- M. AID and the Grantee shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.
- N. The present Agreement shall enter into force when signed. Either party may terminate this Agreement by giving the other party thirty (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 Blocks 3 and 4 of this Agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property or funds shall remain in force after such termination. In addition, upon such termination AID may, at AID's expense, direct that title to goods financed under the Grant be transferred to AID if the goods are from a source outside the Grantee's country, are in a deliverable state, and have not been offloaded in ports of entry of the Grantee's country.
- O. To assist in the implementation of the project, AID, from time to time, may issue PILs that will furnish further additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon PILs to confirm and record their mutual understanding on aspects of the implementation of this Agreement.
- P. The Grantee agrees, upon request, to execute an assignment to AID of any claim 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 AID financed in whole or in part out of funds granted by AID under this Agreement.

5